CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

APRIL 22, 2019
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 Theresa Osenbaugh

ITEM III: INVOCATION
- Wayne Geiger of First Baptist Church of Grain Valley

ITEM IV: PLEDGE OF ALLEGIANCE
- Alderman Yolanda West

ITEM V: APPROVAL OF AGENDA
- City Administrator Ryan Hunt

ITEM VI: PROCLAMATIONS
- None

ITEM VII: CITIZEN PARTICIPATION
- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: PREVIOUS CONSENT AGENDA
- March 2019 – Court Report
- April 8, 2019 – Board of Aldermen Regular Meeting Minutes
- April 15, 2019 – Board of Aldermen Special Meeting Minutes
- April 22, 2019 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS
- City Prosecutor

ITEM X: PRESENTATIONS

- None

ITEM XI: RESOLUTIONS

ITEM XI (A)
R19-22
Introduced by Alderman Yolanda West

A Resolution Authorizing the City Administrator to Approve the Midwest Public Risk (MPR) 2019-2020 Plan Elections and Rates for Employee Health, Dental and Vision Benefit Coverage

To provide health, dental and vision insurance coverage to City of Grain Valley employees and their families

ITEM XI (B)
R19-23
Introduced by Alderman Jayci Stratton

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Adopting the Elected Officials Operating Guidelines and Public Meeting Guidelines for Citizen Participation

To define the code of conduct for the Board of Aldermen in their role as a representative of the City as well as the code of conduct for the public during Board of Aldermen meetings

ITEM XI (C)
R19-24
Introduced by Alderman Chris Bamman

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with McCown Gordon Construction, LLC for Construction Manger Services

To complete the professional team for the Construction Manager at Risk building process

ITEM XII: ORDINANCES

ITEM XII (A)
B19-10
2ND READ
Introduced by Alderman Bamman

An Ordinance Amending Chapter 600 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to Alcoholic Beverages

To update the alcoholic beverages regulations

ITEM XII (B)
B19-11
2ND READ
Introduced by Alderman West

An Ordinance Amending the 2019 Comprehensive Fee Schedule of the City of Grain Valley, Missouri

To reflect changes to the comprehensive fee schedule

ITEM XII (C) **B19-12** *1ST &2ND READ* *Introduced by Alderman Totton*	**An Ordinance Authorizing the City of Grain Valley, Missouri to Enter into an Equipment Lease Purchase Agreement, as Lessee, with State Bank of Missouri, as Lessor, with Respect to the Acquisition and Installation of In-Car Video Systems and Computers** To update the current system with supported equipment
ITEM XII (D) **B19-13** *1ST &2ND READ* *Introduced by Alderman Bamman*	**An Ordinance Declaring the Results of the General Election Held in the City of Grain Valley, Missouri on April 2, 2019** To certify the election results for the April 2, 2019 election

Item XIII: ELECTED OFFICIAL OATH OF OFFICE

- Ward 1: Tom Cleaver
- Ward 2: Nancy Totton
- Ward 3: Shea Bass

ITEM XIV: NEW BUSINESS

- None

ITEM XV: ORDINANCES

- None

ITEM XVI: RESOLUTIONS

- None

ITEM XVII: CITY ATTORNEY REPORT

- City Attorney

ITEM XVIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Deputy City Administrator Ken Murphy
- Parks & Recreation Director Shannon Davies
- Finance Director Cathy Bowden
- Chief of Police James Beale
- Assistant City Administrator/City Clerk Theresa Osenbaugh

ITEM XIX: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Jayci Stratton

- Alderman Nancy Totton
- Alderman Yolanda West

ITEM XX: MAYOR REPORT

- Mayor Mike Todd

ITEM XXI: 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
- 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 XXII: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON MAY 13, 2019 AT 7:00 P.M. THE MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND 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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Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION	Contact information same as last report ☐		
	Municipality: GRAIN VALLEY	Reporting Period: March, 2019	
Mailing Address: 711 MAIN	Software Vendor: Tyler Technologies		
Physical Address: 711 MAIN	County JACKSON	Circuit: 16	
Telephone Number: (816) 847-6240	Fax Number: (816) 847-6209		
Prepared By: Kari Boardman	E-mail Address kboardman@cityofgrainvalley.or	iNotes ☐	
Municipal Judge(s): SUSAN WATKINS	Prosecuting Attorney: JEREMY COVER		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases *(citations / informations)* pending at start of month	127	1,473	280
B. Cases *(citations / informations)* filed	14	86	30
C. Cases *(citations / informations)* disposed			
1. jury trial *(Springfield, Jefferson County, and St. Louis County only)*	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	8	21	9
5. Violations Bureau Citations *(i.e., written plea of guilty)* and bond forfeitures by court order *(as payment of fines / costs)*	0	30	1
6. dismissed by court	3	7	15
7. *nolle prosequi*	0	0	0
8. certified for jury trial *(not heard in the Municipal Division)*	0	0	0
9. **TOTAL CASE DISPOSITIONS**	11	58	25
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	130	1,501	285
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION *(pre- & post-disposition)*	
1. # Issued during reporting period	11
2. # Served/withdrawn during reporting period	16
3. # Outstanding at end of reporting period	381

IV. PARKING TICKETS	
# Issued during period	2
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: March, 2019

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	$ 2,313.26		$
Clerk Fee - Excess Revenue	$ 312.00		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$ 9.62		$
Bond forfeitures (paid to city) - Excess Revenue	$ 500.00		$
Total Excess Revenue	$ 3,134.88		$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			$
Fines - Other	$ 5,975.00		$
Clerk Fee - Other	$ 636.00		$
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	$ 0.00		$
Peace Officer Standard and Training (POST) Commission surcharge	$ 80.00		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$ 570.40		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$ 19.61		$
Law Enforcement Training (LET) Fund surcharge	$ 158.00		$
Domestic Violence Shelter surcharge	$ 308.00		$
Inmate Prisoner Detainee Security Fund surcharge	$ 0.00		$
Sheriff's Retirement Fund (SRF) surcharge	$ 222.61		$
Restitution	$ 650.00		$
Parking ticket revenue *(including penalties)*	$ 0.00		$
Bond forfeitures *(paid to city)* - Other	$ 0.00		$
Total Other Revenue	$ 8,619.62	**Total Other Disbursements**	$ 146.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		**Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited**	$ 11,900.50
INCARCERATION REIMBURSEMENT	$ 85.00	**Bond Refunds**	$ 1,464.50
OFFICER REIMBURSEMENT DWI	$ 61.00	**Total Disbursements**	$ 13,365.00

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on April 8, 2019 at 7:02 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Bamman, Bass, Headley, Stratton, Totton, West*
- *Absent:*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Darryl Jones

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Totton

ITEM V: APPROVAL OF AGENDA

- None

ITEM VI: POLICE OFFICER OATH OF OFFICE

- City Clerk Theresa Osenbaugh administered the Police Officer Oath of Office to Michael Staat

ITEM VII: PROCLAMATIONS

- None

ITEM VIII: CITIZEN PARTICIPATION

- Jim Cook addressed the Board of Aldermen regarding the decision to make a change in legal council
- Melody Smith, Director of Operations Midwest ADP, address the Board of Aldermen regarding her involvement with Mr. Cook and the Municipal Court

ITEM IX: CONSENT AGENDA

- February 20, 2019– Planning and Zoning Commission Meeting Minutes
- March 7, 2019– Board of Aldermen Workshop Meeting Minutes
- March 11, 2019– Board of Aldermen Regular Meeting Minutes

- March 25, 2019 – Accounts Payable

- *Alderman West made a Motion to Approve the Consent Agenda*
- *The Motion was Seconded by Alderman Totton*
    - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
    - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM X: PREVIOUS BUSINESS

- None

ITEM XI: NEW BUSINESS

- Fireworks Permit Applications
    - Ben Stowe, representing the Grain Valley Band Parent Association, requested approval of their 2019 Application for Permit to Sell Fireworks
        - City Clerk, Theresa Osenbaugh, confirmed that the application has been received and is complete
        - Applicant is requesting that their application be approved for selling in the parking lot of Price Chopper; Alderman Headley asked for confirmation that this has been approved by Central Jackson County Fire Protection District; CJCFPD has signed off on the location

- *Alderman Headley made a Motion to Approve Grain Valley Band Parent Association's Application for Permit to Sell Fireworks.*
- *The Motion was Seconded by Alderman West*
    - *No discussion*
- *Motion to Approve Grain Valley Band Parent Association's Application for Permit to Sell Fireworks was voted on with the following voice vote:*
- *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
- *Nay: None*
- *Abstain: None*

-MOTION APPROVED: 6-0-

    - Tasha Lindsey, representing the Grain Valley Partnership, requested approval of their 2019 Application for Permit to Sell Fireworks

- City Clerk, Theresa Osenbaugh, confirmed that the application has been received and is complete

- *Alderman West made a Motion to Approve Grain Valley Partnership's Application for Permit to Sell Fireworks*
- *The Motion was Seconded by Alderman Headley*
  - *No Discussion*
- *Motion to Approve Grain Valley Partnership's Application for Permit to Sell Fireworks was voted on with the following voice vote:*
- *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
- *Nay: None*
- *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM XII: PRESENTATIONS

- Human Resources Assistant Khalilah Holland provided an update on health benefits renewal rates for the upcoming year
  - Alderman Bamman asked if MPR is self insured; MRP is self insured
  - Alderman Headley asked for further information regarding the difference between 2018 and 2019 costs; City Administrator Hunt expects that it can be covered within the budget set for this year

ITEM XIII: PUBLIC HEARING

- None

ITEM XIV: ORDINANCES

Bill No. B19-09: An Ordinance Amending Section 700.070 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to the Disconnection in the Event of Delinquency—Deposits for Reconnection—Delinquent Bill in General

City Attorney Joe Lauber read **Bill No. B19-09** for its second reading by title only

- *Alderman West moved to accept the first reading of Bill No. B19-09 making it Ordinance #2462*
- *The Motion was Seconded by Alderman Bamman*
  - Clarifies the delinquent fee which is charged for reconnection
- *Bill No. B19-09 was voted upon with the following voice vote:*
  - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*

- *Nay: None*
- *Abstain: None*

-Bill No. B19-09 BECAME ORDINANCE #2462: 6-0-

Bill No. B19-10: An Ordinance Amending Chapter 600 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to Alcoholic Beverages

City Attorney Joe Lauber read **Bill No. B19-10** for its first reading by title only

- *Alderman Bamman moved to accept the first reading of Bill No. B19-10 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman West*
  - Staff has reviewed Chapter 600, Alcoholic Beverages; Assistant City Administrator Osenbaugh reviewed some of the larger changes to the Ordinance:
    - Non-intoxicating beer has been removed as it is no longer regulated by the State
    - Classes have been updated and licenses have been added for manufacturing, wine tasting and catering license was clarified; Class M license is now a Class L license and will no longer be issued to new applicants (renewals only) after the passage of the ordinance
    - Employee permit cards will be required for those establishments serving "by the drink"
    - Population requirements were removed
    - Local regulations for issuing licenses near schools/churches were changed to match the State requirements
    - Section 600.270 will need to be updated to remove the dollar amount and language will state that fees will be listed in the comprehensive fee schedule
- *Bill No. B19-10 was voted upon with the following voice vote:*
  - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B19-10 Approved for a Second Reading: 6-0-

Bill No. B19-11: An Ordinance Amending the 2019 Comprehensive Fee Schedule of the City of Grain Valley, Missouri

City Attorney Joe Lauber read **Bill No. B19-11** for its first reading by title only

- *Alderman West moved to accept the first reading of Bill No. B19-11 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Bamman*
  - Comprehensive fee schedule is being updated to reflect the fees for Chapter 600
  - Alderman Headley asked if the fees were comparable to other cities; other fees were reviewed and previous fees were comparable; new license classes have been priced accordingly with local rates
- *Bill No. B19-11 was voted upon with the following voice vote:*
  - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B19-11 Approved for a Second Reading: 6-0-

ITEM XV: RESOLUTIONS

Resolution No. R19-21: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into An Agreement with Utility Service Company, Inc. to Provide Maintenance for City Owned Water Towers

- City Attorney Joe Lauber read **Resolution No. R19-21** by title only
- *Alderman Totton moved to accept Resolution No. R19-21 as read*
- *The Motion was Seconded by Alderman Headley*
  - Company has been used for several years to maintain water towers; this is a budgeted item
- *Resolution No. R19-21 was voted upon with the following voice vote:*
  - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R19-21 Approved: 6-0-

ITEM XVI: CITY ATTORNEY REPORT

- City Officials Training Seminar will be held on April 19th at MPR in Independence; this training is for Elected Officials and City Staff; other locations include Jefferson City, Platte City, Rolla and Windsor; this training is free of cost to the City
- Ordinances are currently being read before a motion to make and accept the first reading of the ordinances are made; recommending that Board of Aldermen makes a motion for the first reading and have discussion at that point with a vote following to accept the first reading and bring back the item for second meeting; the next motion would be for a second reading and discussion with a final vote to approve a second reading with a roll call vote for the final approval of the ordinance; this allows the opportunity for the Board to not even consider bringing forward a motion before it is read
- Resolutions are not required to have same procedural emphasis that ordinances have; ordinances are the law of the City once passed; resolutions are written down motions and vote and therefore they don't have to be read in full by title only; resolutions can be summarized

ITEM XVII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Hunt
  - Comments from Board of Aldermen on the Elected Officials Operating Guidelines will be reviewed over the next week; Board Members still needing to make comments should reach out to Mr. Hunt; social media was added and the guide has been sent to legal for review
    Electronic Devices will be being replaced; if Board Members have an aging piece of equipment they should let Mr. Hunt know and if Aldermen prefer a specific device they should also make Mr. Hunt aware
- Deputy City Administrator Ken Murphy
  - Updated the Board of Aldermen for the RFQ process for the Construction Manager at Risk (CMR); RFQ 2019-03 responses were received on March 20th; McGowen Gordon and JE Dunn responded; RFP's were sent out to those firms and those were due today at 3PM; both organizations did submit RFP's; interviews are scheduled for later this week with a recommendation to the Board of Aldermen following; CMR is newly allowed by state statute and certain guidelines need to be followed
- Parks & Recreation Director Shannon Davies
  - None
- Finance Director Cathy Bowden
  - Auditors are finished with their field work at City Hall; presentation will be given to the Board of Aldermen around June

- Chief of Police James Beale
  - None
- Assistant City Administrator Theresa Osenbaugh
  - Unofficial Election Results were reviewed; Aldermen for the upcoming year will be: Ward 1-Tom Cleaver, Ward 2-Nancy Totton, Ward 3-Shea Bass; transition of the Board of Aldermen will occur at the next meeting provided the official election certification is received

ITEM XVIII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Chris Bamman
  - None
- Alderman Shea Bass
  - None
- Alderman Bob Headley
  - None
- Alderman Jacyi Stratton
  - None
- Alderman Nancy Totton
  - Thanked the voters and her campaign volunteers
- Alderman Yolanda West
  - None

ITEM XIX: MAYOR REPORT

- Mayor Mike Todd
  - None

ITEM XX: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021 (3)
- *Alderman Bamman moved to close the Regular Meeting for items related to Section 610.021 610.021(3), RSMo. 1998, As Amended*
- *The motion was seconded by Alderman Headley*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bamman, Bass, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 8:10PM-

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

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:34 PM

- Sponsors will be removed from bills moving forward
- Discussion occurred regarding the appointment of a Judge for Municipal Court; Mayor Todd ask the Board of Aldermen if Judge Watkins was performing to their satisfaction or if they had an interest in putting out an RFQ; Process will be clarified and discussed at the next meeting
- Mr. Lauber noted that the 1st reading of the cooperative agreement will be coming

ITEM XXI: ADJOURNMENT

- The meeting adjourned at 8:42 P.M.

Minutes submitted by:

_____ _____

Theresa Osenbaugh
Assistant City Administrator/City Clerk

Date

Minutes approved by:

_____ _____

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd		City Administrator Ryan Hunt
Alderman Chris Bamman		Deputy City Administrator Ken Murphy
Alderman Shea Bass		City Clerk Theresa Osenbaugh
Alderman Bob Headley		Finance Director Cathy Bowden
Alderman Jayci Stratton		Chief of Police James Beale
Alderman Nancy Totton		Parks and Recreation Director Shannon Davies
Alderman Yolanda West		City Attorney Joe Lauber

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Special Session on April 15, 2019 at 6:40 p.m. in the Conference Room located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- Assistant City Administrator/City Clerk Theresa Osenbaugh called roll
- *Present: Bass, Headley, Stratton, Totton*
- *Absent: Bamman, West*

-QUORUM PRESENT-

ITEM III: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended

- *Alderman Headley moved to close the Regular Meeting for items related to Section 610.021(3), RSMo 1998, As Amended.*
- *The motion was seconded by Alderman Stratton*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Headley, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 4-0-

-THE REGULAR MEETING CLOSED AT 6:41 PM

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

-MOTION CARRIED:4-0-

-THE REGULAR MEETING OPENED AT 9:31 PM

ITEM VIII: ADJOURNMENT

- The meeting adjourned at 9:31 p.m.

Minutes submitted by:

_____ _____

Theresa Osenbaugh
Assistant City Administrator/City Clerk

Date

Minutes approved by:

_____ _____

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd		City Administrator Ryan Hunt
Alderman Shea Bass		Assistant City Administrator/City
Alderman Bob Headley		Clerk Theresa Osenbaugh
Alderman Jayci Stratton		
Alderman Nancy Totton		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,884.90
		JACKSON COUNTY CIRCUIT COURT	VANDERLINDEN	352.76
		HSA BANK	HSA - GRAIN VALLEY, MO	475.09
			HSA - GRAIN VALLEY, MO	348.38
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	105.10
		ICMA RC	ICMA 457 %	494.69
			ICMA 457	357.66
			ICMA ROTH IRA	30.14
		INTERNAL REVENUE SERVICE	FEDERAL WH	5,283.00
			SOCIAL SECURITY	3,887.77
			MEDICARE	909.24
			TOTAL:	14,128.73
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	FEB 19Netstandard Clarity	3,707.90
			01/12-02/11OFFICE 365	1,336.00
		HSA BANK	HSA - GRAIN VALLEY, MO	2.45
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45
			MEDICARE	0.81
			TOTAL:	5,050.61
BLDG & GRDS	GENERAL FUND	COMCAST - HIERARCY ACCT	CITY HALL	97.61
			CITY HALL	213.04
		COMCAST	CITY HALL PHONE CHARGES	194.44
		SC REALTY SERVICES	Custodial Services	1,579.05
		SPIRE	517 GREGG ST	861.10
			624 JAMES ROLLO CT	20.45
			711 S MAIN ST	56.54
			TOTAL:	3,022.23
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	70.55
			ADMIN C85162117	85.17
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	24.04
		PURCHASE POWER	POSTAGE	2,000.00
		HSA BANK	HSA - GRAIN VALLEY, MO	24.59
			HSA - GRAIN VALLEY, MO	101.34
		ICMA RC	EMPLOYEE DEDUCTIONS	105.68
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	301.69
			MEDICARE	70.56
			TOTAL:	3,240.06
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	6,686.50
			TOTAL:	6,686.50
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		HSA BANK	HSA - GRAIN VALLEY, MO	75.57
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	167.75
			MEDICARE	39.24
			TOTAL:	283.06
COURT	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	5.33
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	6,396.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	112.12
			MEDICARE	26.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	6,614.93
VICTIM SERVICES	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	138.80
			MEDICARE	32.46
			TOTAL:	271.26
FLEET	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	38.74
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	56.16
			MEDICARE	13.14
			TOTAL:	108.04
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	69.89
			PD C85162119	144.17
			PD 85162124	31.44
		STEVEN SMITH	BUSINESS CARDS	723.00
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	791.46
			BULK GASOHOL/DIESEL	196.40
			BULK GASOHOL/DIESEL	776.20
			BULK GASOHOL/DIESEL	113.16
		HSA BANK	HSA - GRAIN VALLEY, MO	750.00
			HSA - GRAIN VALLEY, MO	900.00
		POLICE RECORDS AND INFORMATION MANAGEM	RECORDS TRAINING	599.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,680.21
			MEDICARE	626.84
		JACKSON COUNTY MGR OF FINANCE	DISPATCH SERVICES	8,157.20
			TOTAL:	17,049.10
ANIMAL CONTROL	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	95.02
			BULK GASOHOL/DIESEL	63.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	75.79
			MEDICARE	17.72
			TOTAL:	251.73
PLANNING & ENGINEERING	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	74.32
			BULK GASOHOL/DIESEL	17.01
		HSA BANK	HSA - GRAIN VALLEY, MO	216.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	351.81
			MEDICARE	82.28
			TOTAL:	741.70
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	408.42
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	138.46
		HSA BANK	HSA - GRAIN VALLEY, MO	72.16
			HSA - GRAIN VALLEY, MO	103.41
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	220.83
			FLEX PLAN	112.50
		ICMA RC	ICMA 457 %	217.46
			ICMA 457	496.33
			ICMA ROTH IRA	45.96
			ICMA ROTH IRA	0.97
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,115.35
			SOCIAL SECURITY	898.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	210.15
			TOTAL:	4,040.53
PARK ADMIN	PARK FUND	NETSTANDARD INC	FEB 19Netstandard Clarity	617.98
		COMCAST - HIERARCY ACCT	CITY HALL	16.34
			CITY HALL	34.85
			TYER RD	124.85
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	117.81
			BULK GASOHOL/DIESEL	188.75
		COMCAST	CITY HALL PHONE CHARGES	32.41
		HSA BANK	HSA - GRAIN VALLEY, MO	14.89
			HSA - GRAIN VALLEY, MO	219.73
		ICMA RC	EMPLOYEE DEDUCTIONS	21.14
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	359.43
			MEDICARE	84.06
			TOTAL:	1,832.24
PARKS STAFF	PARK FUND	WEST CENTRAL ELECTRIC COOP INC	02/26-03/28 BALLPARK COMPL	540.98
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		SPIRE	600 BUCKNER TARSNEY RD	69.10
			624 JAMES ROLLO CT	10.21
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	296.76
			MEDICARE	69.41
			TOTAL:	1,236.46
RECREATION	PARK FUND	SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	116.47
		VISA-CARD SERVICES 9115	Baseballs/Hitting Tees	1,424.71
			Baseballs/Hitting Tees	142.24
		BSN SPORTS INC	Softballs/Scorebooks/Equi	224.75
			Softballs/Scorebooks/Equi	856.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	23.77
			MEDICARE	5.55
			TOTAL:	2,793.49
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	03/25-04/01 SILVERSNEAKERS	50.00
			03/25-04/05 SILVERSNEAKERS	150.00
		RICOH USA INC	COMM CTR C85162114	79.97
			COMM CTR C85162123	1.99
		ETS CORPORATION	MONTHLY FEES	650.10
		COMCAST - HIERARCY ACCT	COMM CENTER	188.75
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		SPIRE	713 S MAIN ST	231.56
			713 S MAIN ST A	32.83
		FREDAH JOHNSTON	03/26-04/04 LINE DANCING	99.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	218.57
			MEDICARE	51.13
			TOTAL:	2,015.30
POOL	PARK FUND	MIDWEST POOL MANAGEMENT	Pool Management Services	14,215.00
			TOTAL:	14,215.00
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	112.31
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		HSA BANK	HSA - GRAIN VALLEY, MO	35.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	32.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	29.25
		ICMA RC	ICMA 457	32.98
		INTERNAL REVENUE SERVICE	FEDERAL WH	371.06
			SOCIAL SECURITY	240.42
			MEDICARE	56.23
			TOTAL:	939.85
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	FEB 19Netstandard Clarity	370.80
		RICOH USA INC	PW C85162113	9.05
		CUES	WHEEL KIT/SEWER CAMERA	501.48
		COMCAST - HIERARCY ACCT	CITY HALL	9.81
			CITY HALL	20.91
			PW	21.97
			PW	23.19
			PW	48.19
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	100.65
			BULK GASOHOL/DIESEL	81.26
		COMCAST	CITY HALL PHONE CHARGES	19.44
		HSA BANK	HSA - GRAIN VALLEY, MO	85.29
			HSA - GRAIN VALLEY, MO	98.95
		SPIRE	405 JAMES ROLLO DR	57.43
			624 JAMES ROLLO CT	20.45
			711 S MAIN ST	4.85
			618 JAMES ROLLO CT	49.42
		SCOTWOOD INDUSTRIES INC	LIQUID CALCIUM	5,454.12
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	240.42
			MEDICARE	56.24
			TOTAL:	7,319.56
PUBLIC HEALTH	PUBLIC HEALTH	MID-AMERICA REGIONAL COUNCIL	HHW	14,975.72
		OATS	2019 MAR OATS FEES	548.50
			TOTAL:	15,524.22
TIF-OLD TOWN MKT PLACE	OLD TOWNE TIF	OLD TOWNE MARKETPLACE LLC	4TH QTR ZOO	665.52
			1ST QTR CITY	14,671.27
			TOTAL:	15,336.79
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	SAPP DESIGN ASSOCIATES ARCHITECTS	PRE-DESIGN & MASTER PLANN	21,732.49
			TOTAL:	21,732.49
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	4TH QTR ZOO	4,210.64
			PRO #2 CITY SALES	23,732.49
			TOTAL:	27,943.13
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK	CID/USE	13,823.85
			CID/USE UNCAPTURED	13,409.13
			TOTAL:	27,232.98
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	799.87
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		MISCELLANEOUS SCOFIELD, AMY	10-410100-02	5.08
		OVATION RENTALS, LLC	20-562200-03	50.00
		WYMAN, JOHN	10-129900-01	15.52
		COOK, VALERIE	10-221100-07	9.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WOODWARD, CHERYL	10-234200-04	15.54
		LICHTE, RONALD	10-238000-10	69.38
		DAVIDSON, MAX	10-248200-13	43.20
		GOULD, COLE	10-365800-03	4.54
		RECTOR, KELSEY	10-378150-02	3.67
		FISCHER, FONDA	10-423100-06	15.54
		BURNS, JOHNNY	10-450000-05	2.42
		PANZA, CINDY	10-474890-01	8.67
		STONE CHASE PROPERTI	10-503280-05	15.54
		BOUDE, AMANDA	10-515200-03	9.26
		WILLIAMS, MARC L	10-550100-00	7.00
		BRAGA, CRAIG W	10-559600-00	52.24
		JEFF HANDY CONSTRUCT	10-830080-00	15.54
		PATTERSON, STACY	10-830239-02	9.63
		SAUNDERS, RICHARD	10-830251-01	64.61
		HOLLER, ASHLE	10-850770-08	23.43
		CONROW, KIMBERLY	10-850810-01	0.50
		CAMPBELL, RON	10-900881-02	15.54
		HSA BANK	HSA - GRAIN VALLEY, MO	298.39
			HSA - GRAIN VALLEY, MO	271.62
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	186.48
		ICMA RC	ICMA 457 %	249.55
			ICMA 457	260.53
			ICMA ROTH IRA	13.89
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,647.09
			SOCIAL SECURITY	1,663.72
			MEDICARE	389.11
			TOTAL:	7,356.62
WATER	WATER/SEWER FUND	NETSTANDARD INC	FEB 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	MAR 19 BILL PRINT & MAIL	420.43
			MAR 19 BILL PRINT & MAIL	81.98
		RICOH USA INC	PW C85162113	18.11
			CD C85162115	35.62
		CITY OF INDEPENDENCE UTILITIES	21256 CCF 02/14-03/19	33,016.80
		ETS CORPORATION	MONTHLY FEES	1,288.30
			MONTHLY FEES	1,021.82
		COMCAST - HIERARCY ACCT	CITY HALL	19.59
			CITY HALL	41.81
			PW	43.94
			PW	44.59
			PW	94.65
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	15,624.96
			DEBT	63,091.24
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	201.33
			BULK GASOHOL/DIESEL	174.55
		COMCAST	CITY HALL PHONE CHARGES	38.89
		HSA BANK	HSA - GRAIN VALLEY, MO	258.60
			HSA - GRAIN VALLEY, MO	337.34
		SC REALTY SERVICES	Custodial Services	95.70
		SPIRE	405 JAMES ROLLO DR	114.79
			624 JAMES ROLLO CT	25.54
			711 S MAIN ST	9.68
			618 JAMES ROLLO CT	98.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CENTRAL POWER SYSTEMS &	ANNUAL GENERATOR MAINT.	1,095.00
		ICMA RC	EMPLOYEE DEDUCTIONS	42.27
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	831.87
			MEDICARE	194.57
			TOTAL:	119,309.90
SEWER	WATER/SEWER FUND	NETSTANDARD INC	FEB 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	MAR 19 BILL PRINT & MAIL	420.43
			MAR 19 BILL PRINT & MAIL	81.98
		RICOH USA INC	PW C85162113	18.11
			CD C85162115	35.63
		ETS CORPORATION	MONTHLY FEES	1,288.31
			MONTHLY FEES	1,021.82
		CUES	WHEEL KIT/SEWER CAMERA	1,504.44
		COMCAST - HIERARCY ACCT	CITY HALL	19.59
			CITY HALL	41.81
			PW	43.94
			PW	44.59
			PW	94.65
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	201.33
			BULK GASOHOL/DIESEL	174.55
		COMCAST	CITY HALL PHONE CHARGES	38.89
		HSA BANK	HSA - GRAIN VALLEY, MO	258.59
			HSA - GRAIN VALLEY, MO	337.31
		SC REALTY SERVICES	Custodial Services	95.70
		SPIRE	405 JAMES ROLLO DR	114.85
			624 JAMES ROLLO CT	25.57
			711 S MAIN ST	9.71
			618 JAMES ROLLO CT	98.95
		ICMA RC	EMPLOYEE DEDUCTIONS	42.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	831.84
			MEDICARE	194.49
			TOTAL:	7,986.32
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	24.34
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		HAMPEL OIL INC	CJC FUEL	255.98
			CJC FUEL	283.71
		AFLAC	AFLAC AFTER TAX	62.51
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	185.21
			AFLAC-W2 DD PRETAX	169.67
		MIDWEST PUBLIC RISK	DENTAL	124.09
			OPEN ACCESS	389.76
			OPEN ACCESS	151.58
			HSA	211.84
			HSA	1,221.68
			VISION	7.74
			VISION	38.46
			VISION	77.24
			VISION	31.92
		SHERIFFS RETIREMENT SYSTEM	MAR 2019 SHERIFF RETIREMEN	222.61
		MARK LAMANNO	LASOSKI RESTITUTION	122.80
		SHARON COSTANZA	FINCH RESTITUTION	150.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RICKY WOODERSON	SKILLMAN RESTITUTION	500.00
		HOPE HOUSE	MAR 19 DOMESTIC VIOLENCE	308.00
		MO DEPT OF REVENUE	MAR 19 CVC FUNDS	570.40
		MO DEPT OF PUBLIC SAFETY	MAR 19 TRAINING FUND	80.00
			TOTAL:	5,532.32
HR/CITY CLERK	GENERAL FUND	SOCIETY FOR HR MANAGEMENT	HOLLAND: MEMBERSHIP	209.00
		OFFICE DEPOT	SPRAY BATHROOM	9.99
			PAPER/PENS/DIVIDERS/TAPE	18.59
			CREAMER/ENVELOPES/PADS/PEN	12.95
		AMAZON.COM	PROCASE	19.99-
			PROCASE 13.5 INCH LAPTOP S	19.99
			PRO CASE	17.99
		HOLIDAY INN EXECUTIVE CENTER	OSENBAUGH: LODGING	106.90
			HOLLAND: LODGING	427.60
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	58.34
		IPMA-HR	HOLLAND: MEMBERSHIP	149.00
		CONCENTRA MEDICAL CENTERS	SCREENING	430.00
		JOCO PARK AND REC DISTRICT	MEDIA TRAINING PIO	175.00
			TOTAL:	1,615.36
INFORMATION TECH	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.53
		MICROSOFT STORE	WINDOWS 10 PRO FOR WORKSTA	154.50
			WINDOWS 10 PRO FOR WORKSTA	154.50
		CASEY ELECTRIC INC	FUEL	19.26
		MIDWEST PUBLIC RISK	DENTAL	0.57
			HSA	7.85
			TOTAL:	341.21
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	MAR SERVICE	79.43
		REDLINE AUTOMATIC FIRE SPINKLER PROTEC	RUBBER REBUILD KIT	260.00
		ORKIN	12/18/2017 SERVICE	69.48
		GENERAL ELEVATOR	APRIL SERVICE	141.00
		HOME DEPOT CREDIT SERVICES	CONCRETE REPAIR	66.23
		SNAKE N ROOTER	SERVICE 03/27/19	155.00
			TOTAL:	771.14
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	370.92
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	87.61
			CREAMER/ENVELOPES/PADS/PEN	19.27
		AFLAC	HUNT PREMIUMS	2.25
			HUNT PREMIUMS	27.96
			HUNT PREMIUMS	32.19
		MIDWEST PUBLIC RISK	ADMIN HEALTH	337.11
			DENTAL	21.85
			DENTAL	14.90
			DENTAL	17.74
			OPEN ACCESS	160.59
			HSA	204.01
			HSA	78.95
			VISION	5.48
		ENTERCOM COMMUNICATIONS CORP	MARCH 2019 MARKETING	222.74
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	7.14
		MVP AWARDS & MORE	2) NAME PLATES	42.00
			TOTAL:	1,652.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ELECTED	GENERAL FUND	RECOGNITION PLUS	NAME BADGES	11.25
			TOTAL:	11.25
FINANCE	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	219.20
		PROFORMA PROMOTIONALLY YOURS	2500) AP CHECKS	313.57
		RECOGNITION PLUS	NAME BADGES	11.25
		MIDWEST PUBLIC RISK	DENTAL	8.80
			DENTAL	17.55
			HSA	242.62
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	4.08
			TOTAL:	817.07
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	145.67
		ETS CORPORATION	MONTHLY FEES	13.51
		OFFICE DEPOT	PAPER/PEN	4.89
		MIDWEST PUBLIC RISK	DENTAL	17.59
			DENTAL	1.84
			HSA	240.79
			HSA	27.83
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	4.08
		RAY COUNTY SHERIFFS DEPARTMENT	MAR 2019 BILLING	90.00
		ROSS MILLER CLEANERS	MAR 2019 CLEANING	16.25
		MSU	BOARDMAN: REGISTRATION MAC	250.00
			LANDERS: REGISTRATION MACA	250.00
			TOTAL:	1,062.45
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.25
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	522.52
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	4.08
			TOTAL:	684.41
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.03
		ADVANCE AUTO PARTS	XL RAVEN PWDR FREE/BRAKE C	56.62
			HOSE CLAMP	12.00
			OIL FILTER	23.87
			CHERRY BOMB 128OZ	21.99
		OREILLY AUTOMOTIVE INC	TIRE VALVE	3.58
			MOLY GREASE	80.80
			HEATER HOSE	25.44
			FEBRUARY FIRST CALL EB	10.46-
		FASTENAL COMPANY	HCS 3/8-16 X 2 YZ9	7.16
		MIDWEST PUBLIC RISK	DENTAL	17.85
			HSA	124.35
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	2.04
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.76
			PW/WOLTZ UNIFORMS	9.16
			TOTAL:	455.19
POLICE	GENERAL FUND	GALLS LLC	LAWPRO STAR INSIGNIA	11.99
			CLOTH SGT CHEVRONS 3 1/2 I	131.22
			CODE RED SILENT SINGLE WIR	42.65
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,746.76
			MONTHLY CONTRIBUTIONS	354.77
		WALMART COMMUNITY	REFRIDGERATOR	89.00
		OFFICE DEPOT	SPRAY BATHROOM	9.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PUNCH 2HOLE/COLOR FAST FLD	149.13
			CART	233.99
			INK/PENS/FOLDERS/TAPE	270.85
			CALENDAR	16.29
		EAGLE VALLEY AUTOMOTIVE LLC	2011 FORD: ALIGNMENT	69.95
		AMAZON.COM	PHONE CASE FOR PALECEK	18.99
		MIDWEST RADAR & EQUIPMENT	CERTIFICATION OF RADAR UNI	405.00
		LEXISNEXIS RISK DATA MGMT INC	MARCH 19 ACTIVITY	50.00
		CIRCLEK/SHELL 1635	FUEL FOR TRAINING	25.00
		GOODYEAR COMMERCIAL TIRE	4) GY 235/55R17 EAG RSA VS	460.80
			3) GY 245/55R18 EAG RSA VS	400.56
		LE UPFITTER LLC	TRACERSE OUTER CARRIER	375.00
		MIDWEST PUBLIC RISK	DENTAL	211.08
			DENTAL	380.16
			OPEN ACCESS	618.70
			OPEN ACCESS	1,342.58
			OPEN ACCESS	590.86
			HSA	794.62
			HSA	2,407.90
			HSA	3,657.64
		MO DEPT OF REVENUE	VEHICLE 5295	79.01
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	101.94
		GAME BALL GRAPHICS	POLICE DECALS 2" X 16"	40.00
		CHEWY.COM	PURINA PRO PLAN	64.60
		MISSOURI STATE PARKS	SUMMER CAMP MEETING PLACE	75.00
		DRURY INN ST LOUIS	DRURY INN ST LOUIS	920.22
			DRURY INN ST LOUIS	920.22-
		MIRROR IMAGE EXPRESS CARWASH	MAR 19 VEHICLE WASHES	96.00
		ROSS MILLER CLEANERS	MAR 2019 CLEANING	13.00
		HAMPTON INN & SUITES COLUMBIA	CARR: LODGING BACKGROUND T	106.20
		REJIS COMMISSION	LEWEB SUBSCRIPTION	307.95
		GEARZONE PRODUCTS	GEN-FLEX2 SERIES WATERPROO	157.62
			BLACKHAWK CQC BELT LOOP PL	24.96
			CONDOR UTILTY SHOULDER BAG	39.90
			TOTAL:	17,971.66
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	95.35
		OREILLY AUTOMOTIVE INC	CABIN FILTER	20.55
		MIDWEST PUBLIC RISK	OPEN ACCESS	309.35
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	4.08
		ASPEN PET CREMATIONS	MARCH ACTIVITY	92.91
		GEARZONE PRODUCTS	5.11 TACTICAL TACLITE PRO	96.48
			TOTAL:	618.72
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	457.71
		MIDWEST PUBLIC RISK	DENTAL	50.71
			HSA	694.38
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	13.05
			TOTAL:	1,215.85
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.21
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.29
			AFLAC-W2 DD PRETAX	18.61
		MISCELLANEOUS	SLADE SHAFER:	10.00
		MIDWEST PUBLIC RISK	DENTAL	29.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	261.04
			VISION	15.48
			VISION	4.29
			TOTAL:	378.58
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	491.88
		SAMS CLUB/GECRB	PARKS LUNCH	42.70
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	47.41
		FACEBOOK INC	SEASONAL EMPLOYMENT OPPORT	3.51
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		MIDWEST PUBLIC RISK	ADMIN HEALTH	67.42
			DENTAL	4.37
			DENTAL	3.45
			DENTAL	75.88
			OPEN ACCESS	29.75
			HSA	833.28
			HSA	47.79
			VISION	1.10
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	10.19
		KLEINSCHMIDTS WESTERN STORE	WELCH: STEEL TOE BOOTS	100.00
			JONES: STEEL TOE BOOTS	99.95
			SMITH: STEEL TOE BOOTS	100.00
			TOTAL:	1,971.16
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	GRASS SEED/ BACKPACK SPRAY	245.97
		HAYNES EQUIPMENT CO INC	MM GRINDER PUMPS	388.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	386.40
		ADVANCE AUTO PARTS	ROT T5 15W40 GAL	15.99
			ROT T5 15W40 GAL	51.98
		OREILLY AUTOMOTIVE INC	1QTMOTOROIL	16.98
			MUD FLAP	25.18
			FUEL/AIR/OIL FILTERS	44.24
			COPPER PLUG	9.96
			ROCKER SW	19.05
			OIL/FUEL/AIR FILTERS	52.77
		BLUE SPRINGS WINWATER CO	COMPLETE CURB BOX	49.00
		KORNIS ELECTRIC SUPPLY INC	ARMSTRONG LIGHT BALLFIELD	117.90
		FASTENAL COMPANY	STAINLESS STEEL BELTS	8.33
			IRRIGATION CAPS MM	38.28
		HOME DEPOT CREDIT SERVICES	RETURN	2.09-
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	397.31
			HSA	481.58
		REEVES-WIEDEMAN COMPANY	MM RESTROOM	69.02
		ROYAL ROOTER & PLUMBING LLC	MM BATHROOM REPAIRS	210.00
			FOOTBALL FIELD PLUMBING RE	670.00
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	12.23
		LLOYDS INC	MM COKE COOLER REPAIR	261.00
		AQUACIDE COMPANY	ALGAE TREATMENT	344.00
		HOLLY SOLAR PRODUCTS	ALGAE TREATMENT	44.00
		OAK GROVE RENTAL INC	MM STRAW THROWER	97.50
		VIKING-CIVES MIDWEST INC	CHROME ANTI-SAIL MUD FLAP	21.00
		LAWN & LEISURE	FUEL FILTER/BOOT	84.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CHAINSAW REPAIR	91.08
			TOTAL:	4,320.92
RECREATION	PARK FUND	VITAL SIGNS OF KC LLC	STORYBOOK TRAIL SUPPLIES	88.00
		BARNES & NOBLE BOOKSELLERS	STORYBOOK TRAIL SUPPLIES	26.94
		EPIC SPORTS	BASEBALL/SOFTBALL SUPPLIES	1,424.71
			BASEBALL/SOFTBALL SUPPLIES	142.24
			BASEBALL/SOFTBALL SUPPLIES	1,424.71-
			BASEBALL/SOFTBALL SUPPLIES	142.24-
			PRESCHOOL SOCCER SUPPLIES	45.61
			PRE K SOCCER SUPPLIES	38.71
		WEBSTAURANTSTORE	CAN OPENERS	46.49
			TOTAL:	245.75
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	MAR SERVICE	58.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	133.95
		SAMS CLUB/GECRB	COFFEE SUPPLIES	8.78
		WALMART COMMUNITY	PETITE PICASSOS SUPPLIES	28.96
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	52.80
			PLASTIBANDS	8.09
		MICHAELS	PETITE PICASSOS SUPPLIES	23.38
		AUTHORIZE.NET	MARCH SIGNUPS	69.20
		KORNIS ELECTRIC SUPPLY INC	COMM CENTER LIGHTS	50.74
		HOME DEPOT CREDIT SERVICES	CONCRETE REPAIR	66.22
		MIDWEST PUBLIC RISK	DENTAL	17.59
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	4.08
		GREGS LOCK & KEY SERVICE INC	MARQUEE SIGN REPAIRS	209.24
		SPRINGSTED	2019 CONTINUING DISCLOURE	385.71
		QUILL CORPORATION	COMM CENTER OFFICE SUPPLIE	81.43
			TOTAL:	1,198.17
POOL	PARK FUND	WEBSTAURANTSTORE	CAN OPENERS	23.25
			TOTAL:	23.25
NON-DEPARTMENTAL	TRANSPORTATION	AFLAC	AFLAC PRETAX	6.64
			AFLAC-W2 DD PRETAX	13.70
		MIDWEST PUBLIC RISK	DENTAL	10.88
			OPEN ACCESS	21.65
			HSA	33.72
			HSA	89.40
			VISION	1.55
			VISION	1.56
			VISION	4.26
			TOTAL:	183.36
TRANSPORTATION	TRANSPORTATION	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	304.49
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	6.27
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	8.25
			BLACK DUAL USB CAR	3.77
			PAPER/PEN	6.85
			CREAMER/ENVELOPES/PADS/PEN	2.33
		OREILLY AUTOMOTIVE INC	TRANS FILTER	16.94
		ORKIN	12/18/2017 SERVICE	5.95
			SERVICE 04/11/19	11.63
		VANCE BROTHERS INC	APWA TYPE 3 RECYCLED SURFA	175.50
			APWA TYPE 3 RECYCLED SURFA	175.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SALLEYS PROPANE	22 GAL PROPANE	33.88
		HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	2.15
			SALES TAX REFUND	0.18-
		GOODYEAR COMMERCIAL TIRE	2) GY 235/85R16 ENDURANCE	58.72
			2) GY 235/80R16 ENDURANCE	53.22
		KC WHOLESALE	CLAMP/AIR TO TURBO CLAMP	31.53
			ALTERNATOR	45.56
		MIDWEST PUBLIC RISK	DENTAL	19.99
			DENTAL	41.09
			OPEN ACCESS	102.08
			HSA	158.92
			HSA	273.81
			HSA	307.94
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	9.58
		GRASS PAD INC	COVERGROW MULCH PELLETS	97.55
		JOHN DEERE FINANCIAL	BARREL PUMP LIFT ACTION	6.99
			HOSE 2-BRAID EPDM	20.74
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	24.16
			PW/WOLTZ UNIFORMS	24.76
		GRAINGER	COUPLER	4.04
		VIKING-CIVES MIDWEST INC	LOCKING EAR WELDMENT FLINK	46.80
			TOTAL:	2,080.81
PUBLIC HEALTH	PUBLIC HEALTH	AMAZON.COM	TABLE COVERS	31.90-
			SENIOR LUNCHEON PRIZE	39.89
			SENIOR LUNCHEON TABLE COVE	33.98
		COSENTINOS PRICE CHOPPER	SENIOR LUNCHEON SUPPLIES	80.97
			SENIOR LUNCHEON PRIZES	30.00
			TOTAL:	152.94
NON-DEPARTMENTAL	MKTPLACE TIF-PR#2	SPRINGSTED	2019 CONTINUING DISCLOURE	385.71
			TOTAL:	385.71
DEBT SERVICE	DEBT SERVICE FUND	SPRINGSTED	2019 CONTINUING DISCLOURE	1,542.88
			TOTAL:	1,542.88
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.25
		AFLAC	AFLAC PRETAX	40.15
			AFLAC-W2 DD PRETAX	112.09
		MIDWEST PUBLIC RISK	DENTAL	73.23
			OPEN ACCESS	86.62
			HSA	167.64
			HSA	509.32
			HSA	117.99
			VISION	6.19
			VISION	10.43
			VISION	17.05
			VISION	7.98
			TOTAL:	1,156.94
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	MAR SERVICE	39.70
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,065.60
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	12.53
		VANCO SERVICES LLC	MARCH 2019 GATEWAY ES20605	73.59
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	25.51
			BLACK DUAL USB CAR	7.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAPER/PEN	13.69
			CREAMER/ENVELOPES/PADS/PEN	4.67
		OREILLY AUTOMOTIVE INC	TRANS FILTER	33.87
		MICROSOFT STORE	WINDOWS 10 PRO FOR WORKSTA	77.25
			WINDOWS 10 PRO FOR WORKSTA	77.25
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 04/11/19	23.26
		MISSOURI ONE CALL SYSTEM INC	MAR 275 LOCATES	357.50
		BLUE SPRINGS WINWATER CO	200) 18-G2 5/8 X 3/4 RUBBE	32.00
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	58.33
		SALLEYS PROPANE	29.9 GAL PROPANE	46.05
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	4.28
			SALES TAX REFUND	0.38-
		GOODYEAR COMMERCIAL TIRE	2) GY 235/85R16 ENDURANCE	117.44
			2) GY 235/80R16 ENDURANCE	106.44
		KC WHOLESALE	CLAMP/AIR TO TURBO CLAMP	63.06
			ALTERNATOR	91.11
		MIDWEST PUBLIC RISK	ADMIN HEALTH	134.84
			DENTAL	8.74
			DENTAL	56.31
			DENTAL	138.68
			OPEN ACCESS	204.16
			OPEN ACCESS	59.50
			HSA	395.17
			HSA	830.27
			HSA	877.16
			HSA	229.96
			VISION	2.19
		ENTERCOM COMMUNICATIONS CORP	MARCH 2019 MARKETING	111.38
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	29.97
		JOHN DEERE FINANCIAL	BARREL PUMP LIFT ACTION	14.00
			HOSE 2-BRAID EPDM	41.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	48.31
			PW/WOLTZ UNIFORMS	48.31
		GRAINGER	COUPLER	8.06
		SPRINGSTED	2019 CONTINUING DISCLOURE	192.85
		VIKING-CIVES MIDWEST INC	LOCKING EAR WELDMENT FLINK	93.60
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	76.95
			TOTAL:	5,969.09
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	MAR SERVICE	39.70
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,065.57
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	12.53
		VANCO SERVICES LLC	MARCH 2019 GATEWAY ES20605	73.59
		OFFICE DEPOT	PAPER/PENS/DIVIDERS/TAPE	16.54
			OD DUR VW 1.5" BDR	4.89
			BLACK DUAL USB CAR	7.56
			PAPER/PEN	13.69
			CREAMER/ENVELOPES/PADS/PEN	4.67
		OREILLY AUTOMOTIVE INC	TRANS FILTER	33.87
		MICROSOFT STORE	WINDOWS 10 PRO FOR WORKSTA	77.25
			WINDOWS 10 PRO FOR WORKSTA	77.25
		ORKIN	12/18/2017 SERVICE	11.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SERVICE 04/11/19	23.27
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	58.33
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	4.28
			SALES TAX REFUND	0.38-
		GOODYEAR COMMERCIAL TIRE	2) GY 235/85R16 ENDURANCE	117.44
			2) GY 235/80R16 ENDURANCE	106.44
		KC WHOLESALE	CLAMP/AIR TO TURBO CLAMP	63.06
			ALTERNATOR	91.11
		MIDWEST PUBLIC RISK	ADMIN HEALTH	134.85
			DENTAL	8.73
			DENTAL	56.35
			DENTAL	138.65
			OPEN ACCESS	204.18
			OPEN ACCESS	59.51
			HSA	395.17
			HSA	830.25
			HSA	877.15
			HSA	229.95
			VISION	2.18
		ENTERCOM COMMUNICATIONS CORP	MARCH 2019 MARKETING	111.38
		NEW DIRECTIONS BEHAVIORAL	2ND QTR 2019	29.96
		JOHN DEERE FINANCIAL	BARREL PUMP LIFT ACTION	14.00
			HOSE 2-BRAID EPDM	41.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	48.31
			PW/WOLTZ UNIFORMS	48.31
		GRAINGER	COUPLER	8.06
		SPRINGSTED	2019 CONTINUING DISCLOURE	192.85
		VIKING-CIVES MIDWEST INC	LOCKING EAR WELDMENT FLINK	93.60
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	76.95
			TOTAL:	5,529.42
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	963.93
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	276.60
		EPIC SPORTS	BASEBALL/SOFTBALL SUPPLIES	1,566.95
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	911.76
		VISA-CARD SERVICES 9115	VISA-CARD SERVICES 9115	753.09
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	181.20
		DRURY INN ST LOUIS	DRURY INN ST LOUIS	920.22
			TOTAL:	5,573.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

========== FUND TOTALS ==========		
100	GENERAL FUND	90,197.29
200	PARK FUND	34,270.85
210	TRANSPORTATION	10,523.58
230	PUBLIC HEALTH	15,677.16
250	OLD TOWNE TIF	15,336.79
280	CAPITAL PROJECTS FUND	21,732.49
302	MKTPL TIF-PR#2 SPEC ALLOC	27,943.13
305	MKTPLACE TIF-PR#2 IDA BDS	385.71
321	MKT PL CID-PR2 SALES/USE	27,232.98
400	DEBT SERVICE FUND	1,542.88
600	WATER/SEWER FUND	147,308.29
999	POOLED CASH FUND	5,573.75
	GRAND TOTAL:	397,724.90

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 3/30/2019 THRU 4/12/2019
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	04/22/2019	
BILL NUMBER	R19-22	
AGENDA TITLE	**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE MIDWEST PUBLIC RISK (MPR) 2019-2020 PLAN ELECTIONS AND RATES FOR EMPLOYEE HEALTH, DENTAL AND VISION BENEFIT COVERAGE**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Khalilah Holland, Human Resources Administrator	
FISCAL INFORMATION	Cost as recommended:	3 & 4 Q 19 / 1 & 2 Q 20 $288,576 / $288,576 (61540) $16,902 / $16,902 (61560)
	Budget Line Item:	All Funds/Departments: 61540: Health 61560: Dental
	Balance Available	3 & 4 Q 19 / 1 & 2 Q 20 $320,968 / N/A (61540) $22,292 / N/A (61560)
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide health, dental and vision insurance coverage to City of Grain Valley employees and their families	

BACKGROUND	On June 5, 2017, the Board of Aldermen authorized the City Administrator to enter into an agreement with MPR for employee health, dental and vision benefit coverage. On April 23, 2018, the Board of Aldermen authorized the City Administrator to provide 100% health and dental premium rate coverage for each eligible employee and 65% of remaining health and dental premium coverage for employee dependents.
SPECIAL NOTES	The 2019 fiscal year budget included a 13% increase ($34,530) to the 3rd and 4th quarter benefit premium rates. MPR experienced an 18.5% increase to the Open Access and 21.5% to the Choice Fund premium rates. Due to the city's exposure experience, the Open Access increased 16.5% ($9,792) and the Choice Fund increased 19.5% ($38,690) premium rates for the 3rd and 4th quarter benefit plan period. The estimated $14,000 increase for the last six months of 2019 will be absorbed through employee attrition. The premium rates for dental and vision remained the same.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution & 2019-2020 Health, Dental & Vision Rates

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

April 22, 2019

RESOLUTION NUMBER
R19-22

SPONSORED BY:
ALDERMAN WEST

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE MIDWEST PUBLIC RISK (MPR) 2019-2020 PLAN ELECTIONS AND RATES FOR EMPLOYEE HEALTH, DENTAL AND VISION BENEFIT COVERAGE

WHEREAS, the City of Grain Valley is interested in retaining the most qualified individuals as employees of the City; and

WHEREAS, the Board of Aldermen recognizes that in order to attract qualified applicants, the City must provide a competitive employee benefits package; and

WHEREAS, the City of Grain Valley is committed to providing its employees with comprehensive health, dental and vision coverage.

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 approve the MPR Cigna Open Access – 1500 health plan with the following premium rates, as quoted:

CIGNA CHOICE FUND –1500 JULY 1, 2019 – JUNE 30, 2020	
Coverage Type	*Monthly Premium Rates*
Employee Only	$575.48
Employee/Spouse	$1,381.18
Employee/Child	$1,151.00
Family	$1,611.38

SECTION 2: The City Administrator is hereby authorized to approve the MPR Cigna Open Access – 1500 health plan with the following premium rates, as quoted:

CIGNA OPEN ACCESS –1500 JULY 1, 2019 – JUNE 30, 2020	
Coverage Type	*Monthly Premium Rates*
Employee Only	$720.78
Employee/Spouse	$1,729.88
Employee/Child	$1,441.54
Family	$2,018.18

SECTION 3: The City Administrator is hereby authorized to approve the MPR Delta Dental 1250 plan with the following premium rates, as quoted:

DELTA DENTAL OF MISSOURI DENTAL 1250 JULY 1, 2019 – JUNE 30, 2020	
Coverage Type	*Monthly Premium Rates*
Employee Only	$35.18
Employee/Spouse	$87.38
Employee/Child	$87.38
Family	$87.38

SECTION 4: The City Administrator is hereby authorized to approve the MPR VSP Vision 1 plan with the following premium rates at no cost to the City, as quoted:

VSP VISION 1 JULY 1, 2019 – JUNE 30, 2020	
Coverage Type	*Monthly Premium Rates*
Employee Only	$7.82
Employee/Spouse	$15.96
Employee/Child	$15.48
Family	$21.90

SECTION 4: Approval will be for the 2019-2020 benefit plan year beginning July 1, 2019 and ending June 30, 2020.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

_____
Mike Todd
Mayor

ATTEST:

_____
Theresa Osenbaugh
Assistant City Administrator/City Clerk

2019-2020
Health, Dental and Vision Benefit Rates

	2019-2020 New Rates	2019 Employer Cost/Month	2019 Employee Cost/Month
Open Access 1500			
Employee	$720.78	$720.78	$0.00
Employee + Spouse	$1,729.88	$1,376.70	$353.18
Employee + Child(ren)	$1,441.54	$1,189.28	$252.26
Family	$2,018.18	$1,564.10	$454.08
Choice Fund 1500			
Employee	$575.48	$575.48	$0.00
Employee + Spouse	$1,381.18	$1,099.18	$282.00
Employee + Child(ren)	$1,151.00	$949.57	$201.43
Family	$1,611.38	$1,248.82	$362.56
Dental 1250			
Employee	$35.18	$35.18	$0.00
Family	$87.38	$69.11	$18.27
Vision 1			
Employee	$7.82	$0.00	$7.82
Employee + Spouse	$15.96	$0.00	$15.96
Employee + Child(ren)	$15.48	$0.00	$15.48
Family	$21.90	$0.00	$21.90

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/22/2019	
BILL NUMBER	R19-23	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ADOPTING THE ELECTED OFFICIALS OPERATING GUIDELINES AND PUBLIC MEETING GUIDELINES FOR CITIZEN PARTICIPATION**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt – City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To define the code of conduct for the Board of Aldermen in their role as a representative of the City as well as the code of conduct for the public during Board of Aldermen meetings	
BACKGROUND	None	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Resolution, Elected Officials Operating Guidelines and Public Meetings Guidelines for Citizen Participation

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

April 22, 2019

RESOLUTION NUMBER
R19-23

SPONSORED BY
ALDERMAN STRATTON

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ADOPTING THE ELECTED OFFICIALS OPERATING GUIDELINES AND PUBLIC MEETING GUIDELINES FOR CITIZEN PARTICIPATION

WHEREAS, the Board of Aldermen have determined that as representatives of the City of Grain Valley, Aldermen should be held to the highest standards of conduct; and

WHEREAS, the Elected Officials Operating Guidelines is designed to describe the manner in which board members should treat one another, city staff, constituents, and others they come into contact while representing the City of Grain Valley, Missouri; and

WHEREAS, the Board of Aldermen have determined that there is value in setting a consistent structure for public meetings; and

WHEREAS, the Public Code of Conduct at Meetings is designed to set guidelines for public comments during Board of Aldermen meetings.

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

SECTION 1: The Board of Aldermen of the City of Grain Valley adopts the Elected Officials Operating Guidelines.

SECTION 2: The Board of Aldermen of the City of Grain Valley adopts the Public Meeting Guidelines for Citizens Participation.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

_____
Mike Todd
Mayor

ATTEST:

_____
Theresa Osenbaugh
City Clerk/Assistant City Administrator

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CITY OF GRAIN VALLEY, MISSOURI
Elected Officials
Operating Guidelines

PURPOSE

The Elected Officials Operating Guidelines is designed to describe the manner in which members of the Board of Aldermen should treat one another, City staff, constituents, and others they come into contact with in representing the City of Grain Valley, Missouri. It reflects the work of the Board of Aldermen to define more clearly the behavior, manners, and courtesies that are suitable for various occasions.

The consistent theme through all the Operating Guidelines is "respect." Members of the Board of Aldermen are tasked with making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions guides board members to do the right thing in even the most difficult situations.

OVERVIEW OF ROLES AND RESPONSIBILITIES

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in Missouri State Statute and the Code of Ordinances for the City of Grain Valley.

Mayor

- Acts as the official head of the City for all ceremonial purposes
- Presides over Board of Aldermen meetings
- Calls for special meetings
- Recommends committees as appropriate for Board of Aldermen approval
- Recognized as spokesperson for the City
- Signs documents on behalf of the City
- Makes proclamations, Special Orders of the Day, etc.
- Strives to lead the Board of Aldermen into an effective, cohesive working team

Mayor Pro-Tem

- Performs the duties of the Mayor if the Mayor is unable to perform his/her duties
- Presides over Board of Aldermen meetings at the request of the Mayor
- Represents the City at ceremonial functions in the absence of the Mayor

All Members of the Board of Aldermen

All members of the Board of Aldermen have equal votes, provided, however, that when presiding over a meeting in Mayor's absence, the May Pro-Tem is permitted to vote once as an Alderman and again as Mayor Pro-Tem. No Alderman has more power than any other Alderman, and all should be treated with equal respect. All Aldermen should strive to:

- Fully participate in Board of Aldermen meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of Board of Aldermen meetings and be familiar with issues on the agenda
- Represent the City at ceremonial functions at the request of the Mayor
- Be respectful of other people's time
- Stay focused and act efficiently during public meetings
- Serve as a model of leadership and civility to the community
- Inspire public confidence in City of Grain Valley government
- Provide contact information to the City Clerk in case of an emergency
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness
- Review Board of Aldermen procedures, such as these Operating Guidelines

POLICIES AND PROTOCOL RELATED TO CONDUCT

Ceremonial Events

The Mayor will serve as the designated City representative at ceremonial events. If the Mayor is unavailable, then the Mayor will recommend which City appointed official or staff member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Aldermen at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures

Aldermen do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Board of Aldermen meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that another Alderman or a member of the City staff sign them. If correspondence is addressed only to one Alderman, then that Alderman should check with the Mayor on the best way to respond to the sender.

Endorsement of Candidates

The Mayor and Aldermen have the right to personally support candidates for any office, however it is inappropriate to endorse a candidate by using an official City title.

Conduct at Public Hearings

The Mayor and Aldermen will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by the Mayor and Aldermen are not appropriate until after the close of the public hearing. The Mayor and Aldermen should refrain from debating with the public during a public hearing and shall always show respect for different points of view. The Mayor or Aldermen's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

Mayor and Board of Aldermen Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of the Mayor and individual Aldermen toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- Be fair and equitable in allocating public meeting time to individual speakers.
    - The Mayor, or Mayor Pro-Tem in the Mayor's absence, will determine and announce limits on speakers at the start of the public meeting process. The Mayor, will advise speakers to state their name and address for the record and to address their comments to the Board of Aldermen. Each speaker will be allocated two minutes. If many speakers are anticipated, the Mayor, or Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior.

- Listen attentively.
    - It may be disconcerting to speakers to have Board Members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom.

- Ask for clarification, but avoid debate and argument with the public.
    - Only the Mayor, or Mayor Pro-Tem in the Mayor's absence – not individual Aldermen – can interrupt a speaker during a presentation. However, an Alderman can ask the Mayor for a point of order or point of information if the speaker is off the topic or exhibiting behavior or language the Alderman finds disturbing, or would like further information from the speaker.
    - If speakers become flustered or defensive by questions from the Board of Aldermen, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Aldermen to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.

- No personal attacks of any kind, under any circumstance.
    - Aldermen should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.

Conduct with the Mayor and other Aldermen in Public Meetings

Boards of Aldermen are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as the Board of Aldermen may "agree to disagree" on contentious issues.

- Practice civility and decorum in discussions and debate.
    - Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not permit, however, the Mayor or Aldermen to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- Honor the role of the Mayor or Mayor Pro-Tem in maintaining order.
    - It is the responsibility of the Mayor, or the Mayor Pro-Tem in the Mayor's absence, to keep the comments of Aldermen on track during public meetings. Aldermen should honor efforts by the Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in Roberts Rules of Order for parliamentary procedure.

- Avoid personal comments that could offend other Aldermen.
    - If an Alderman is personally offended by the remarks of another Alderman, the offended Alderman should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Alderman to justify or apologize for the language used. The Mayor will maintain control of this discussion.

- Strive to demonstrate effective problem-solving approaches.
    - Aldermen have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Conduct in Private Encounters with Other Members of the Board of Aldermen

- Policy Making
    - No binding policy decisions shall be made outside of a public meeting. The use of official City e-mail is reviewable in a public information request or through a subpoena in a lawsuit. Therefore, a file should be maintained just like any other correspondence. The use of private e-mail does not come under the same scrutiny; however, the Mayor and Aldermen should refrain from using their private e-mail to discuss City business. The sender should avoid sending to multiple elected officials to eliminate the perception of an electronic meeting. Similarly, telephone calls and in-person conversations about City business with a quorum of the Board of Aldermen will constitute a meeting under the Missouri Sunshine Law.

- Be aware of the insecurity of written notes, voicemail messages, and e-mail.
    - Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voicemail messages and e-mail should be treated as potentially "public" communication. The Mayor and Aldermen should be mindful of all recipients. Even though private communication cannot be prohibited from distribution, the use of a disclaimer, verbal or written, can act to protect the sender and should be respected. The litmus test should be: Would you feel comfortable if this voicemail/fax/e-mail message appeared in the newspaper verbatim? How would that reflect on the City?

- Even private conversations can have a public presence.
    - Elected officials are always on display – people around them that they may not know, will monitor their actions, mannerisms, and language. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

- Guiding principles for collaboration on legislation.
    - Collaboration between the Mayor and Aldermen to develop proposed legislation, policy or ideas is acceptable. However, *four members constitutes a quorum,* therefore collaboration by a quorum of the Board of Aldermen will be deemed a meeting under the Missouri Sunshine Law. It must be understood that no binding decisions can be made; and that the proposal shall come before the whole Board of Aldermen for consideration in full, open discussion at a public meeting. Aldermen's records on the subject could be subject to a public information request and may possibly be discoverable in litigation.

Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff who implements and administers the Board of Aldermen's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- City Staff is aware that Aldermen should refer to the City Administrator for guidance.
    - Any City staff that does not follow proper conduct in their dealings with Aldermen, other City staff, or the public may be disciplined in accordance with standard City procedures for such actions.

- Treat all City staff as professionals.
    - Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards City staff is not acceptable.

- Limit contact to specific City staff.
    - Questions of City staff and/or requests for additional background information should be directed to the City Administrator or the proper Department Head. Both the City Administrator and the proper Department Head should be copied on appropriate questions, comments, or requests. Requests for follow-up to City staff should be made only through the appropriate chain of command. When in doubt, Aldermen should ask the City Administrator for direction. Materials supplied to an Alderman in response to a request will be made available to all members of the Board so that all have equal access to information.

- Do not disrupt City staff from their jobs.
    - Aldermen should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- Never publicly criticize an individual employee.
    - Aldermen should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about City staff performance should only be made to the City Administrator or the appropriate Department Head through private correspondence or conversation or in an Executive Session meeting with a quorum of the Board of Aldermen present.

- Do not interfere with administrative functions.
    - Per Section 115.160, it is a violation of the Code of Ordinances for any member of the Board of Aldermen to interfere with the conduct of any department or the duties of City staff including, but not limited to, the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- Check with City staff on correspondence before taking action.
    - Before sending correspondence, the Mayor and Aldermen should check with City staff to see if an official City response has already been sent or is in progress. The City Administrator should see that previous official correspondence is always accessible to all members of the Board of Aldermen.

- Do not attend meetings with City staff unless requested by City staff.
    - Even if the Mayor or Aldermen do not say anything, their presence may imply support, show partiality, intimidate staff, or hamper City staff's ability to do their jobs objectively.

- Limit requests for City staff support.
    - Routine administrative support will be provided to all members of the Board of Aldermen by the City Clerk or his/her designee. Requests for additional City staff support – even in high priority or emergency situations – should be made to the City Administrator, who is responsible for allocating City resources in order to maintain a professional, well-run City government.

- Do not solicit political support from City staff.
    - Members of the Board of Aldermen should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff.

Mayor and Board of Aldermen Conduct in Unofficial Settings

- Do not make promises on behalf of the Board of Aldermen.
    - The Mayor and Aldermen will frequently be asked to explain a Board action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Board action, or to promise City staff will do something specific (fix a pothole, change an ordinance, change a policy, etc.).

- Do not make personal comments about other members of the Board of Aldermen.
    - It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members of the Board of Aldermen, their opinions and actions.

- Do not make announcements relating to City projects, programs or economic development, etc. until it has been coordinated and announced by the City first.
    - It is important that all official announcements first come through the City, in a coordinated effort with all partners involved in the announced project. Members of the Board of Aldermen are encouraged to share news once it has been officially released by the City.

- Remember that the residents and businesses look to the Mayor and Aldermen to set the tone for the City.
    - The community is constantly observing the Mayor and Aldermen every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Grain Valley. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Mayor and Aldermen, 24 hours a day, 7 days a week. It is a serious and continuous responsibility.

Mayor and Board of Aldermen Conduct with Other Public Agencies

- Be clear about representing the City or personal interests.
    - If the Mayor or any Alderman appears before another governmental agency or organization to give a statement on an issue, they must clearly state if his or her statement reflects personal opinion or is the official stance of the City.
    - If the Mayor or any Alderman is representing the City before another governmental agency or organization, they must support and advocate the official City position on an issue, not a personal viewpoint.
    - If the Mayor or any Alderman is representing another organization whose position is different from the City, they should abstain from voting on the issue if it significantly impacts or is detrimental to the City's interest. Aldermen should be clear about which organizations they represent and inform the Mayor and the Board of their involvement.

- Correspondence should be equally clear about representation.
    - City letterhead is not be used for correspondence of the Mayor or Aldermen representing a personal point of view, or a dissenting point of view from an official position of the Board of Aldermen.

Conduct with Other City Boards, Committees, and Commissions

The City has established several boards, committees, and commissions as a means of gathering more community input. Members who serve on these bodies become more involved in government and serve as advisors to the Mayor and Board of Aldermen. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- If attending the meeting of another City board, committee or commission, be careful to only express personal opinions.
    - The Mayor and Aldermen may attend any meeting of another City board, committee or commission which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by the Mayor or Aldermen at the meeting of another City board, committee or commission should be clearly made as individual opinion and not a representation of the feelings of the entire Board of Aldermen.

- When a member of the Board of Aldermen is appointed as a liaison to another City board, committee or commission, the appointed member of the Board of Aldermen should take the official stance of the entire Board of Aldermen when discussing issues. If there is no official stance by the Board of Aldermen, the liaison should note the issue and discuss it with a quorum of the Board of Aldermen at the next scheduled meeting.

- Limit contact with members of another City board, committee or commission to questions of clarification.
  - It is inappropriate for the Mayor or Aldermen to contact a member of another City board, committee or commission to lobby on behalf of an individual, business, or developer. It is acceptable for the Mayor or Aldermen to contact a member of another City board, committee or commission in order to ask questions of clarification on a position taken by said City board, committee or commission.

- Remember that City boards, committees and commissions serve the community, not individual members of the Board of Aldermen.
  - The Mayor and Board of Aldermen appoint individuals to serve on City boards, committees and commissions, etc. and it is the responsibility of such boards, committees and commissions to follow policy established by the Board of Aldermen. However, the members of City boards, committees and commissions do not report to individual members of the Board of Aldermen, nor do individual members of the Board of Aldermen have the power or right to threaten members of other City boards, committees and commissions with removal if they disagree about an issue. Appointment and re-appointment to City boards, committees or commissions should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties.

- Be respectful of diverse opinions.
  - A primary role of City boards, committees and commissions is to represent the many points of view in the community and to provide the Board of Aldermen with advice based on a full spectrum of concerns and perspectives. The Mayor and Aldermen may have a closer working relationship with some individuals serving on said City boards, committees and commissions, but must be fair and respectful of all citizens serving on City boards, committees and commissions.

- Keep political support away from public forums.
  - Members of City boards, committees and commissions may offer personal political support to a member of the Board of Aldermen; however, such support will not be offered in a public forum while conducting official duties. Conversely, members of the Board of Aldermen may personally support members of City boards, committees and commissions who are running for office; however, such support will not be offered in an official forum or in their capacity as a member of the Board of Aldermen.

- Inappropriate behavior can lead to removal.

- Inappropriate behavior by any member of a City board, committee or commission who has been appointed by the Mayor and Board, should be addressed by the chair and/or the members of the body. If a member's conduct continues to be unbecoming, the chair shall notify the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Board of Aldermen and the individual is subject to removal from the Board, Committee or Commission.

Conduct with the Media

The Mayor and Aldermen are frequently contacted by the media for background and quotes. The best advice for dealing with the media is to never go "off the record". Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word; however, words that are not said cannot be quoted.

- The Mayor is the designated representative of the Board of Aldermen to present and speak on the City's official position.
  - If the media contacts an individual Alderman, the Alderman should be clear about whether their comments represent the official City position or a personal viewpoint. When representing the official City position, the Aldermen should coordinate with the Public Information Officer.
- Choose words carefully and cautiously.
  - Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Conduct on Social Media

The intended purpose of the City of Grain Valley's use of social media platforms is to disseminate information from the City or about the City to the public in a civil and unbiased manner. The City typically uses social media in order to highlight upcoming events, warn residents of potentially hazardous weather conditions, road closures, water service disruptions and other important information. The Mayor is the designated representative of the Board of Aldermen to present and speak on the City's official position.

In expressing their personal opinions or information via a personal social media account, members of the Board of Aldermen for the City of Grain Valley should adhere to the following guidelines:

- Do not disclose confidential information regarding the City of Grain Valley or its operations.
- Do not slander the City of Grain Valley, its citizens, employees or elected officials.
- Do not use any City photos or logos for personal social media posts or otherwise, unless granted permission to do so.
- Do not use personal social media accounts to speak on the City's behalf.
- Avoid all posts that may be viewed as malicious, obscene or intimidating.

- Avoid all posts that may include discriminatory remarks, harassment, threats of violence or similarly inappropriate or unlawful content.
- Exercise responsibility and good judgment when posting or publishing information on social media sites for personal or professional purposes while serving as a representative for the City of Grain Valley.

City administration encourages members of the Board of Aldermen to refrain from commenting on community social media pages or groups, (i.e.: Residents of Grain Valley on Facebook). In lieu of engaging on such community pages, it is preferential that elected officials communicate via their own "official social media account" – identifiable by their title and/ or ward in which they represent, to be utilized solely for City business, issues, announcements and/or announcements of City events. The Mayor and Aldermen are not required to use social media as a method in which to communicate with their constituents, however, if they do choose to have an official social media account, they should identify that account to the Public Information Officer. When possible and practical, members of the Board of Aldermen should ask the Public Information Officer to review content before posting.

Members of the Board of Aldermen should refrain from commenting on each other's official social media accounts so as not to create a meeting subject to the Missouri Sunshine Law.

Please refer to the Social Media Policy, in full, or contact the Public Information Officer for further information.

SANCTIONS

Although the Board of Aldermen should seldom have occasion to discipline its members, the Board of Aldermen has the right to make and enforce its own rules and to require that members, City staff, and the public refrain from conduct injurious to the accomplishment of Board business.

Members of the Board of Aldermen who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Board. Serious infractions of the Operating Guidelines could lead to other sanctions as deemed appropriate by the Board, including impeachment to consider removal from office.

I, _____ have read and understand the Elected Officials Operating Guidelines and do, hereby, agree to adhere to and follow said guidelines while in my official capacity as an elected official for the City of Grain Valley, Missouri.

Signed:

_____ _____

Name Date

Attest:

_____ _____

Theresa Osenbaugh, City Clerk Date

CITY OF GRAIN VALLEY
PUBLIC MEETING
GUIDELINES FOR CITIZEN PARTICIPATION

Citizens are invited to address the Mayor & Board of Aldermen during the Public Comment portion of the agenda or during any Public Hearing that may be presented to the Board. In an effort to make meetings efficient and meaningful to all who are present in the audience, the following guidelines apply when addressing the Mayor & Board of Aldermen:

- Persons wishing to address the Mayor & Board of Aldermen on any item other than a matter scheduled for a Public Hearing, please raise your hand when the chair asks for citizen comments and the chair will recognize you
- If you are able, after being recognized by the chair, please make your comments from the podium at the front of the room using the microphone provided. If you are unable to do so, you may address the Mayor & Board of Aldermen from your seat; however, please speak loudly so that the Mayor & Board of Aldermen can hear you
- Provide your name and address at the beginning of your remarks for the formal record
- Meeting attendees are given two (2) minutes to speak on any agenda item and/or during open forum
- Speakers should discuss topics related to City business on the agenda, unless they are speaking during open forum
- Speakers' comments should be addressed to the full body. Requests to engage the Mayor, Board Members, or Staff in conversation will not be honored
- Abusive language will not be tolerated
- Speakers will not bring to the podium any items other than a prepared written statement, writing materials, or objects that are relevant to the presentation
- If an individual wishes to submit written information, he or she may give it to the City Clerk prior to the meeting
- Speakers and any other members of the public will not approach the Board at any time without prior consent from the chair of the meeting

Please Note: Failure to comply with this Code of Conduct which will disturb, disrupt or impede the orderly conduct of the meeting may result in removal from the meeting and/or possible arrest.

(Updated 2/2019)

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	4/22/2019	
BILL NUMBER	R19-24	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCCOWN GORDON CONSTRUCTION, LLC FOR CONSTRUCTION MANGER SERVICES**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, Deputy City Administrator	
FISCAL INFORMATION	Cost as recommended:	$122,500 for Pre-Construction
	Budget Line Item:	100-09-79880
	Balance Available:	100-09-79880 - $144,947
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To complete the professional team for the Construction Manager at Risk building process	
BACKGROUND	A RFQ was issued for construction manager services and the respondents were JE Dunn and McCown Gordon Construction. After reviewing the RFQ responses, the two firms were asked to submit an RFP with fee's and general conditions. Staff also interviewed both firms.	
SPECIAL NOTES	Having a construction manager as part of the team throughout the process of planning and designing for a community campus will mean that the City can ensure the design and construction sides of the process are working hand in hand with a a guaranteed maximum price on the project.	

ANALYSIS	After reviewing the proposals from both firms and going through the interview process, it was determined by the selection team that McCown Gordon Construction was going to be the best fit to work with the City on the project. They have experience in constructing the types of buildings the City is looking at and also have extensive experience with the CMR delivery method. Staff were able to visit with the project manager, site superintendent, principal and estimator during the interview process and felt very comfortable with their approach to delivering the best product possible. Staff reached out to the cities of Overland Park, Shawnee and Olathe to ask about their experience with McCown Gordon and the comments were extremely positive and each of the three communities have used or are currently using McCown Gordon for additional projects after the initial experience. Staff has also visited with our inspection staff who has experience dealing with McCown Gordon on the current high school expansion and the reviews were positive with an emphasis on how professional they have been.
PUBLIC INFORMATION PROCESS	Notice of RFQ was published and placed on the website
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Contract, & RFQ Response

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

RESOLUTION NUMBER *R19-24* SPONSORED BY *ALDERMAN BAMMAN*

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCCOWN GORDON CONSTRUCTION, LLC FOR CONSTRUCTION MANGER SERVICES

WHEREAS, the Board of Aldermen have identified the need for a new municipal complex; and

WHEREAS, the Board of Aldermen have identified the Construction Manager at Risk delivery method as the method that will be best suited for the project; and

WHEREAS, the Board of Aldermen believe McCown Gordon Construction, LLC is the most qualified firm to provide those construction manager services.

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 McCown Gordon Construction, LLC for construction manager services.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
Assistant City Administrator/City Clerk

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AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as ***Constructor*** *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the 22nd day of April in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

McCown Gordon Construction, LLC
422 Admiral Boulevard
Kansas City, MO 64106

for the following Project:
(Name and address or location)

Grain Valley Civic and Community Center
NW Corner of Sni-A-Bar and Buckner Tarsney Road
Grain Valley, MO 64029

The Architect:
(Name, legal status and address)

Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804

The Owner's Designated Representative:
(Name, address and other information)

Ken Murphy, Deputy City Administrator
City of Grain Valley
711 Main Street
Grain Valley, MO 64029
816-847-6294
kmurphy@cityofgrainvalley.org

The Construction Manager's Designated Representative:
(Name, address and other information)

Init.
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User Notes: (1869701721)

Chris Hess, Team Leader
McCown Gordon Construction, LLC
422 Admiral Boulevard
Kansas City, MO 64106
816-365-4774
chess@mccowngordon.com

The Architect's Designated Representative:
(Name, address and other information)

Jim Stuffelbeam, Vice President
Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804
417-877-9600
stuffelbeam@sdaarchitects.com

The Owner and Construction Manager agree as follows.

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 OWNER'S RESPONSIBILITIES

4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6 COST OF THE WORK FOR CONSTRUCTION PHASE

7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

8 INSURANCE AND BONDS

9 DISPUTE RESOLUTION

10 TERMINATION OR SUSPENSION

11 MISCELLANEOUS PROVISIONS

12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

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Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 2.1.7.1 LONG LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A list of allowances;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 The Project Schedule as developed by the Construction Manager; and

.6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in a Standard Form of Agreement Between Owner and Architect. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum amount of One Hundred Twenty Two Thousand Five Hundred Dollars ($122,500) as follows:
From execution of contract to bond (April, 2020) = $60,000 which will be reimbursable contingent on the project being constructed following the April bond election.
Remaining $62,500 from April, 2020 through establishment of GMP.

§ 4.1.3 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond February, 2021, full detailed updated budgets (termed deliverables) exceed five (5 ea) or if the originally contemplated scope of services is significantly modified or if the Owner's Budget is significantly increased. The price for Preconstruction services shall be equitably adjusted based on hourly rates (Exhibit A). Costs for preconstruction services are based on providing construction phase services for the Work. If the Construction Manager is terminated

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for convenience prior to approval of the Guaranteed Maximum Price or start of the Work, the Construction Manager shall be entitled to reimbursement for its actual costs incurred in providing preconstruction services.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. See Exhibit A for Hourly Rates for direct personnel expense.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Paragraphs deleted)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Two and Three Quarters Percent (2.75%) of the Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work, the Construction Manager's Fee shall remain equal to Two and Three Quarters Percent (2.75%) of the Cost of Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:
None.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Paragraphs deleted)
To be included, if any, in the Guaranteed Maximum Price Amendment.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

If the final Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price (as may be adjusted by Change Order) such savings shall accrue _____ percent (%) to the Owner and _____ (%) percent to the Construction Manager.

The Construction Manager's Fee shall not be reduced on account of savings realized by the Owner.

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§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or at Construction Manager's principal office pursuant to Exhibit A.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,

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customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates for such equipment shall be charged at fair market rates.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance, deductibles and bonds and deductibles incurred required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Amounts for: (1) the Construction Manager's General Liability Insurance shall be billed at the rate of ninety-five one hundredth percent (0.95%) of the Contract Sum; (2) premiums for Builder's Risk Insurance, if required of the Construction Manager per the written approval of the Owner, shall be billed at the rate of thirty-five one hundredths percent (0.35%) of the Contract Sum; and (3) premiums for Payment and Performance Bonds, if required of the Construction Manager, shall be billed at the rate of ninety one hundredth percent (.90%) of the Contract Sum.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

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§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.10 Expenses, if any, incurred for Building Information Modeling Services.

§ 6.6.11 Utility costs, including, but not limited to, water, gas, oil, electricity; snow removal, weather protection, temporary toilets; protection and altering of public utilities; protection and repairs of existing or adjoining property; rental property for storage of materials and equipment or parking; expense related to advertising and hiring construction workers for the Project; costs related to Construction Manager's drug free workplace and safety administration for the Project; and the cost of discharge of mechanic's liens not otherwise recoverable.

§ 6.6.12 Estimating costs & Preconstruction Services.

§ 6.6.13 Cost of the Construction Manager's contractual warranty obligations shall be included in the Guaranteed Maximum Price at a rate one half of one percent (0.5%) of the Cost of Work. This rate is in addition to any warranty costs associated with vendor or Subcontractor warranties or guarantees

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

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§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

(Paragraph deleted)

§ 7.1.4 The Application for Payment shall be submitted on AIA Form G702 and G703 to the Architect for approval for payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

(Table deleted)

§ 8.1 In lieu of purchasing subcontractor or supplier payment and performance bonds the Construction Manager may utilize coverage under the Contractor's subcontractor default insurance program at a rate of one and one quarte percent (1.25%) of Subcontract Values to provide for reimbursement of any and all defaults of any and all enrolled Subcontractors or Suppliers. In the event a Subcontractor or Supplier is not eligible or otherwise fails to meet the risk analysis requirements for Contractor's subcontractor default insurance program, the Contractor may require the Subcontractor or Supplier to furnish a performance and payment bond covering the faithful performance of the applicable Subcontract or Purchase Order Agreement and payment of obligations arising thereunder.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase
(Paragraphs deleted)
services.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

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.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement

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without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 This Agreement and the performance thereof by both parties is contingent upon the obtainment of all necessary zoning and permits for the Project and written notice by the Owner to the Construction Manager to proceed with the Work.

§ 11.6 The Owner is to provide the Construction Manager with satisfactory evidence of construction financing.

§ 11.7 In the event the Construction Manager encounters on the site substances reasonably believed to be fungi or bacteria, the Construction Manager will immediately stop work in the area affected and report the condition to the Architect and Owner. Construction Manager shall resume work upon written direction from the Architect or Owner. Provided that Construction Manager complies with any direction received from Architect or Owner and employs reasonable and prudent construction practices, Construction Manager shall not be responsible for any claims, damages, losses or expenses to any person or property that occur or are alleged to occur as a result of any ingestion, contact with, or exposure to any fungi or bacteria. Construction Manager shall not be responsible for any damages or expenses arising from testing for, monitoring, abating, cleaning up, treating, disposing of, or in any way responding to the presence of or effects of any fungi or bacteria. Fungi means any type or form of fungus, including, but not limited to, yeast, mold, mildew, blight, or mushroom, and including any mycotoxins, spores, scents, or any other substances, products, or bi-products produced by, released or arising out of the current, past, presence of fungi.

§ 11.8 The GMP shall include a Contingency, as provided in the Guaranteed Maximum Price Amendment, which is available for Construction Manager's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, and Subcontractor defaults.

§ 11.9 Contract modifications due to inclement weather. During the construction phase of the Project (i.e. after the Date of Commencement) the Construction Manager has included in the Project schedule allowance days of inclement weather per the table below:

January	6 days	May	4 days	September	3 days
February	5 days	June	4 days	October	4 day
March	3 days	July	3 days	November	2 days
April	3 days	August	3 days	December	6 days

The Construction Manager shall document, in writing, to the Owner on a monthly basis all days on which critical path work could not be productively performed due to the effects of inclement weather, in increments of ½ days. Unproductive days in excess of those allowed per month, as listed above, shall constitute an extension of the contract completion date. Construction Manager shall be compensated for additional costs as a result of such time extension. Effects of weather impacts will be calculated and adjustments made to the Contract Price and Time on a monthly basis. Calendar days shall be used as the basis of tracking lost days.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

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.3
(Paragraphs deleted)
Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Lump Sum Construction Operation Staff Hourly Rates

This Agreement is entered into as of the day and year first written above.

City of Grain Valley	**McCown Gordon Construction, LLC**
By:	By:
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
By:	By:
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the 22nd day of April in the year Two Thousand Nineteen

...

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

...

McCown Gordon Construction, LLC
422 Admiral Boulevard
Kansas City, MO 64106

...

Grain Valley Civic and Community Center
NW Corner of Sni-A-Bar and Buckner Tarsney Road
Grain Valley, MO 64029

...

Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804

...

Ken Murphy, Deputy City Administrator
City of Grain Valley
711 Main Street
Grain Valley, MO 64029
816-847-6294
kmurphy@cityofgrainvalley.org

PAGE 2

Chris Hess, Team Leader
McCown Gordon Construction, LLC
422 Admiral Boulevard
Kansas City, MO 64106
816-365-4774
chess@mccowngordon.com

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...

Jim Stuffelbeam, Vice President
Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804
417-877-9600
stuffelbeam@sdaarchitects.com
PAGE 3

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~~TABLE OF ARTICLES~~TABLE OF ARTICLES

...

12 SCOPE OF THE AGREEMENT

~~EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT~~
PAGE 4

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
PAGE 5

§ 2.1.7.1 LONG LEAD TIME ITEMS
The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

...

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager ~~and in consultation with the Architect,~~ the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

...

.3 A ~~statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;~~list of allowances;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 The Project Schedule as developed by the Construction Manager; and

~~.5~~ .6 A date by which the Owner must accept the Guaranteed Maximum Price.
PAGE 6

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed upon~~ agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

...

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a ~~cost plus~~ cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.
PAGE 7

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, ~~and~~ status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

...

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ systems sustainability and site requirements.
PAGE 8

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™ 2014,~~ a Standard Form of Agreement Between Owner and ~~Architect, Construction Manager as Constructor Edition.~~ Architect. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

...

A lump sum amount of One Hundred Twenty Two Thousand Five Hundred Dollars ($122,500) as follows:
From execution of contract to bond (April, 2020) = $60,000 which will be reimbursable contingent on the project being constructed following the April bond election.
Remaining $62,500 from April, 2020 through establishment of GMP.

§ 4.1.3 ~~If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~ Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond February, 2021, full detailed updated budgets (termed deliverables) exceed five (5 ea) or if the originally contemplated scope of services is significantly modified or if the Owner's Budget is significantly increased. The price for Preconstruction services shall be equitably adjusted based on hourly rates (Exhibit A). Costs for preconstruction services are based on providing construction phase services for the Work. If the Construction Manager is terminated for convenience prior to approval of the Guaranteed Maximum Price or start of the Work, the Construction Manager shall be entitled to reimbursement for its actual costs incurred in providing preconstruction services.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. See Exhibit A for Hourly Rates for direct personnel expense.
PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~( )~~ thirty (30) days after the invoice date shall bear interest ~~at the rate entered below, or in the absence thereof~~ at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~

...

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current ~~funds.~~ funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

...

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Two and Three Quarters Percent (2.75%) of the Guaranteed Maximum Price.

...

For changes in the Work, the Construction Manager's Fee shall remain equal to Two and Three Quarters Percent (2.75%) of the Cost of Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: None.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (~~ One Hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
~~*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*~~

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

To be included, if any, in the Guaranteed Maximum Price Amendment.

...

If the final Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price (as may be adjusted by Change Order) such savings shall accrue _____ percent (%) to the Owner and _____ (%) percent to the Construction Manager.

The Construction Manager's Fee shall not be reduced on account of savings realized by the Owner.
PAGE 10

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site ~~with the Owner's prior approval.~~
~~(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)~~or at Construction Manager's principal office pursuant to Exhibit A.
PAGE 11

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project ~~site less the value of the item when it is no longer used at the Project~~ site.~~Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates ~~of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.~~for such equipment shall be charged at fair market rates.

...

§ 6.6.1 Premiums for that portion of ~~insurance and bonds~~ insurance, deductibles and bonds and deductibles incurred required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Amounts for: (1) the Construction Manager's General Liability Insurance shall be billed at the rate of ninety-five one hundredth percent (0.95%) of the Contract Sum; (2) premiums for Builder's Risk Insurance, if required of the Construction

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Manager per the written approval of the Owner, shall be billed at the rate of thirty-five one hundredths percent (0.35%) of the Contract Sum; and (3) premiums for Payment and Performance Bonds, if required of the Construction Manager, shall be billed at the rate of ninety one hundredth percent (.90%) of the Contract Sum.

PAGE 12

§ 6.6.10 Expenses, if any, incurred for Building Information Modeling Services.

§ 6.6.11 Utility costs, including, but not limited to, water, gas, oil, electricity; snow removal, weather protection, temporary toilets; protection and altering of public utilities; protection and repairs of existing or adjoining property; rental property for storage of materials and equipment or parking; expense related to advertising and hiring construction workers for the Project; costs related to Construction Manager's drug free workplace and safety administration for the Project; and the cost of discharge of mechanic's liens not otherwise recoverable.

§ 6.6.12 Estimating costs & Preconstruction Services.

§ 6.6.13 Cost of the Construction Manager's contractual warranty obligations shall be included in the Guaranteed Maximum Price at a rate one half of one percent (0.5%) of the Cost of Work. This rate is in addition to any warranty costs associated with vendor or Subcontractor warranties or guarantees

PAGE 13

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be ~~exceeded; and~~

~~.8 Costs for services incurred during the Preconstruction Phase.~~exceeded.

PAGE 14

§ 7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the ~~month, or as follows:~~

month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~ thirty (30) days after the Architect receives the Application for Payment.

...

~~§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.~~

§ 7.1.4The Application for Payment shall be submitted on AIA Form G702 and G703 to the Architect for approval for payment.

...

.3 Add the Construction Manager's ~~Fee, less retainage of percent (%).~~ Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

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.4 Subtract retainage of ~~percent (~~ Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 15

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager ~~when~~when:

...

The Owner's final payment to the Construction Manager shall be made no later than ~~30~~ thirty (30) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment

PAGE 16

~~Type of Insurance or Bond~~ ~~Limit of Liability or Bond Amount ($0.00)~~

§ 8.1 In lieu of purchasing subcontractor or supplier payment and performance bonds the Construction Manager may utilize coverage under the Contractor's subcontractor default insurance program at a rate of one and one quarte percent (1.25%) of Subcontract Values to provide for reimbursement of any and all defaults of any and all enrolled Subcontractors or Suppliers. In the event a Subcontractor or Supplier is not eligible or otherwise fails to meet the risk analysis requirements for Contractor's subcontractor default insurance program, the Contractor may require the Subcontractor or Supplier to furnish a performance and payment bond covering the faithful performance of the applicable Subcontract or Purchase Order Agreement and payment of obligations arising thereunder.

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase ~~services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

services.

PAGE 18

§ 11.5 ~~Other provisions:~~This Agreement and the performance thereof by both parties is contingent upon the obtainment of all necessary zoning and permits for the Project and written notice by the Owner to the Construction Manager to proceed with the Work.

§ 11.6 The Owner is to provide the Construction Manager with satisfactory evidence of construction financing.

§ 11.7 In the event the Construction Manager encounters on the site substances reasonably believed to be fungi or bacteria, the Construction Manager will immediately stop work in the area affected and report the condition to the Architect and Owner. Construction Manager shall resume work upon written direction from the Architect or Owner. Provided that Construction Manager complies with any direction received from Architect or Owner and employs reasonable and prudent construction practices, Construction Manager shall not be responsible for any claims, damages, losses or expenses to any person or property that occur or are alleged to occur as a result of any ingestion, contact with, or exposure to any fungi or bacteria. Construction Manager shall not be responsible for any damages or expenses arising from testing for, monitoring, abating, cleaning up, treating, disposing of, or in any way responding to

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the presence of or effects of any fungi or bacteria. Fungi means any type or form of fungus, including, but not limited to, yeast, mold, mildew, blight, or mushroom, and including any mycotoxins, spores, scents, or any other substances, products, or bi-products produced by, released or arising out of the current, past, presence of fungi.

§ 11.8 The GMP shall include a Contingency, as provided in the Guaranteed Maximum Price Amendment, which is available for Construction Manager's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, and Subcontractor defaults.

§ 11.9 Contract modifications due to inclement weather. During the construction phase of the Project (i.e. after the Date of Commencement) the Construction Manager has included in the Project schedule allowance days of inclement weather per the table below:

January	6 days	May	4 days	September	3 days
February	5 days	June	4 days	October	4 day
March	3 days	July	3 days	November	2 days
April	3 days	August	3 days	December	6 days

The Construction Manager shall document, in writing, to the Owner on a monthly basis all days on which critical path work could not be productively performed due to the effects of inclement weather, in increments of ½ days. Unproductive days in excess of those allowed per month, as listed above, shall constitute an extension of the contract completion date. Construction Manager shall be compensated for additional costs as a result of such time extension. Effects of weather impacts will be calculated and adjustments made to the Contract Price and Time on a monthly basis. Calendar days shall be used as the basis of tracking lost days.

PAGE 19

.3 ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

.4 ~~AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

.5 Other documents:

...

Exhibit A – Lump Sum Construction Operation Staff Hourly Rates

...

City of Grain Valley

By:

McCown Gordon Construction, LLC

By:

...

By:

By:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:03:59 ET on 04/17/2019 under Order No. 4395426794 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Grain Valley Civic and Community Center
NW Corner of Sni-A-Bar and Buckner Tarsney Road
Grain Valley, MO 64029

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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User Notes: (1751737904)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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User Notes: (1751737904)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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(1751737904)

MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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User Notes:
(1751737904)

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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User Notes:
(1751737904)

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (herein after the "General Conditions"), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If necessary, the parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within seven (7) days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, utility hook-up, capital costs and charges, development fees, permits, tap and sewer fees and other governmental fees and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor sufficient copies of the Contract Documents as requested and necessary for the execution of the Work.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10)day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the

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Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor performs Work knowing it to involve an error, omission, or inconsistency in the Contract Documents without providing notice to the Owner or Architect, the Contractor shall pay such costs as are reasonably necessary to correct such Work. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This Contractor's warranty as set forth in this Section 3.5.1 shall commence upon Substantial Completion of the Work and continue for a period of one (1) year thereafter. The Contractor shall assign to the Owner all specific written warranties provided by Subcontractors, vendors, and manufacturers and all such specific warranties shall continue as noted herein. No other warranties, including implied warranties, are provided.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities, to the extent any of the foregoing are applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. By Change Order, the Contract Time

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shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within fourteen (14) days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The Owner and Architect and each of their employees, consultants, separate contractors, and invitees agree to abide by Contractor's site safety rules and directives. In the event the Owner desires to brings its invitees or other guests to the site prior to substantial completion of the Work, the Owner agrees to (i) indemnify the Contractor from any claims made by such third parties for property damage or personal injury and (ii) require that said invitees provide Contractor with a release on Contractor's approved release form prior to entry on the site.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or

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patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor from and against any claims, damages, losses, costs and expense, including reasonable attorneys' fees arising out of or resulting from the Project or the Agreement, but only to the extent caused by the negligent acts or omissions of the Owner or anyone for whose actions or inactions Owner may be liable, regardless of whether or not such claim, damages, loss, cost or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this Section 3.18.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect and the Contractor or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review but, in no event, so as to cause any delay in the Work or in the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect or Contractor will prepare Change Orders and Construction Change Directives, and the Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning the design intent under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within seven (7) days unless otherwise mutually agreed upon by the parties.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within seven (7) days from submission of the request for information unless otherwise by the parties. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within fourteen (14) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Architect to provide notice within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents (which may be redacted) to which the Subcontractor will be bound.

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§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall reimburse the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Notwithstanding the foregoing, if the Owner agrees, pursuant to the terms of any agreement between the Owner and its lender(s), not to make changes without the lender's prior approval, then the Contractor shall not be obligated to perform any such changes until and unless such the Owner's lender's written approval has been received.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or, if none of these methods apply, then

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, but subject to the terms of Section 2.2.1 and Section 7.1.3 herein, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor's actual, direct costs of performing the Work shall be included in Applications for Payment and shall be paid by the Owner, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Pending mutual agreement upon an adjustment to the Contract Sum, the Contract Sum shall, for purposes of making payments to the Contractor, be adjusted by the actual and direct cost of performing the Work.

§ 7.3.10 When the Owner and Contractor reach an agreement upon adjustments to the Contract Sum or Contract Time, such agreement shall be effective immediately and memorialized by Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The Application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and conditional releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such Applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, under the terms of the subcontract agreements and applicable law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Deleted.

§ 9.6.4 Upon reasonable documented evidence, the Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work pursuant to the terms of the subcontract agreements. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor in writing. If allowed by applicable law, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor by the date established in the Contract Documents, the amount certified by the Architect, or if the Owner does not promptly furnish evidence as required by Subparagraph 2.2.1 herein,, then the Contractor may, upon three (3) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received, or until such reasonable evidence is received and approved by the Contractor, as applicable, or until termination of the Agreement under Section 14.1. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 In the event a Subcontractor slows progress, stops work, or terminates its subcontract agreement or purchase order because of nonpayment or delayed payment by the Owner, the Contract Sum and Contract Time shall be equitably adjusted for all consequences, including, but not limited to, increased replacement or acceleration costs.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The list of items to be completed and corrected is referred to as the "Punch List." All necessary parties shall be involved in creation and validation of the Punch List so that a contemporaneous and integrated Punch List is established. Such parties may include the Owner, Architect, Contractor, other designers and engineers, Owner's representative, and Subcontractors.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall assist in the preparation of a Punch List and submit the same to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit, in the form of a conditional final lien waiver, that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (for which the Owner has made payment to the Contractor less amounts withheld by the Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) if required by the Owner, a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if reasonably required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and conditional releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be reasonably designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, a Separate Contractor, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous substances existing in any form at the site unless the Contractor or anyone for whom the Contractor is liable introduces the hazardous substance to the site.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself if insured under the applicable builder's risk policy required hereunder), except to the extent that such damage, loss, or expense is due to the sole fault or negligence of the party seeking indemnity.

§ 10.3.3.1 The obligations of the Owner as set forth in this Paragraph 10.3 shall survive the termination of the Contract.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred including but not limited to reasonable attorneys' fees.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may, in the Contractor's discretion, delay or suspend commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the named insured as fiduciary and made payable to the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have fourteen (14) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the

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Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment, that party shall remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, with consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment, provided such assignment does not alter the Contractor's rights under the Contract Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) cumulative days over the entire Project schedule through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3; or
- .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 Deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of thirty (30) cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner shall provide the Contractor written notice describing the alleged Contractor default and providing the Contractor a reasonable opportunity to cure. Provided the Contractor fails or refuses to cure such default, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 After allowing the Contractor to remove all of the Contractor's personal property, exclude the Contractor from the site and take possession of all materials paid for by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not

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expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may reasonably determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed as well as reasonable overhead and profit on Work not executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 In the event either party makes a Claim, the parties shall meet within thirty (30) days after the making of the Claim for the purpose of resolving the Claim. Either party may request that the Architect attend this meeting. If such a meeting does not occur within said thirty (30) days, either party may request that the Claim be mediated pursuant to Section 15.3..

(Paragraphs deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing and delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing,

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unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within sixty (60) days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

Grain Valley Civic and Community Center
NW Corner of Sni-A-Bar and Buckner Tarsney Road
Grain Valley, MO 64029

...

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

...

Sapp Design Architects
3750 S Fremont Ave.
Springfield, MO 65804

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract ~~(General, Supplementary and other Conditions),~~ (herein after the "General Conditions"), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

~~**§ 1.1.8 Initial Decision Maker**~~
~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

PAGE 11

~~The~~ If necessary, the parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

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PAGE 12

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within ~~fourteen~~ seven (7) days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

...

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, ~~assessments~~ assessments, utility hook-up, capital costs and charges, development fees, permits, tap and sewer fees and other governmental fees and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

PAGE 13

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~sufficient copies of the Contract Documents as requested and necessary for the execution of the Work.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ ten (10)day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating ~~coordination and~~ construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

PAGE 14

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor ~~fails to perform the obligations of Sections 3.2.2 or 3.2.3,~~ performs Work knowing it to involve an error, omission, or inconsistency in the Contract Documents without providing notice to the Owner or Architect, the Contractor shall pay such costs ~~and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the~~ as are reasonably necessary to correct such Work. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

PAGE 15

§ 3.5.1 The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This Contractor's warranty as set forth in this Section 3.5.1 shall commence upon Substantial Completion of the Work and continue for a period of one (1) year thereafter. The Contractor shall assign to the Owner all specific written warranties provided by Subcontractors, vendors, and manufacturers and all such specific warranties shall continue as noted herein. No other warranties, including implied warranties, are provided.

...

§ 3.7.2 The Contractor shall comply with and give notices required by ~~applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities~~ laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities, to the extent any of the foregoing are applicable to performance of the Work.

...

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. ~~Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.~~ By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

PAGE 16

§ 3.8.2 Unless otherwise provided in the Contract ~~Documents,~~ Documents:

...

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within ~~14~~ fourteen (14) days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day~~ fourteen (14) day period shall constitute notice of no reasonable objection.

...

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal ~~schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld.~~ schedule. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review ~~submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of~~ submittals.

PAGE 18

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The Owner and Architect and each of their employees, consultants, separate contractors, and invitees agree to abide by Contractor's site safety rules and directives. In the event the Owner desires to brings its invitees or other guests to the site prior to substantial completion of the Work, the Owner agrees to (i) indemnify the Contractor from any claims made by such third parties for property damage or personal injury and (ii) require that said invitees provide Contractor with a release on Contractor's approved release form prior to entry on the site.

PAGE 19

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.18.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor from and against any claims, damages, losses, costs and expense, including reasonable attorneys' fees arising out of or resulting from the Project or the Agreement, but only to the extent caused by the negligent acts or omissions of the Owner or anyone for whose actions or inactions Owner may be liable, regardless of whether or not such claim, damages, loss, cost or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this Section 3.18.

PAGE 20

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect and the Contractor or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate ~~review.~~ review but, in no event, so as to cause any delay in the Work or in the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 4.2.8 The Architect or Contractor will prepare Change Orders and Construction Change Directives, and the Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make ~~determinations and~~ recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.11 The Architect will interpret and decide matters concerning ~~performance~~ the design intent under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within ~~any time limits agreed upon or otherwise with reasonable promptness.~~seven (7) days unless otherwise mutually agreed upon by the parties.
PAGE 21

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within ~~any time limits agreed upon or otherwise with reasonable promptness.~~ seven (7) days from submission of the request for information unless otherwise by the parties. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ fourteen (14) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect ~~(1)~~ has reasonable objection to any such proposed person or ~~entity or (2) requires additional time for review.~~ entity. Failure of the Architect to provide notice within the ~~14-day~~ fourteen (14) day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. ~~However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner ~~and Architect~~ under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents (which may be redacted) to which the Subcontractor will be ~~bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~bound.
PAGE 22

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30~~ thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

PAGE 23

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall ~~be responsible to~~ reimburse the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

...

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Notwithstanding the foregoing, if the Owner agrees, pursuant to the terms of any agreement between the Owner and its lender(s), not to make changes without the lender's prior approval, then the Contractor shall not be obligated to perform any such changes until and unless such the Owner's lender's written approval has been received.

...

§ 7.2.1 A Change Order is a written instrument ~~prepared by the Architect and~~ signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; ~~or~~or, if none of these methods apply, then

PAGE 24

§ 7.3.6 Upon receipt of a Construction Change Directive, but subject to the terms of Section 2.2.1 and Section 7.1.3 herein, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the ~~Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order,~~ Contractor's actual, direct costs of performing the Work shall be included in Applications for Payment and shall be paid by the Owner, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Pending mutual agreement upon an adjustment to the Contract Sum, the Contract Sum shall, for purposes of making payments to the Contractor, be adjusted by the actual and direct cost of performing the Work.

§ 7.3.10 When the Owner and Contractor ~~agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments,~~ reach an agreement upon adjustments to the Contract Sum or Contract Time, such agreement shall be effective immediately and ~~the Architect will prepare a~~ memorialized by Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

PAGE 26

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The ~~application~~ Application shall be notarized, if required, and

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supported by all data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and conditional releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such ~~applications~~ Applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

...

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

...

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because ~~of~~of:

~~**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

...

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work.~~ under the terms of the subcontract agreements and applicable law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 ~~The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.~~Deleted.

§ 9.6.4 ~~The~~ Upon reasonable documented evidence, the Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted ~~Work.~~ Work pursuant to the terms of the subcontract agreements. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the ~~Contractor. If approved by the applicable court, when required,~~ Contractor in writing. If allowed by applicable law, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor ~~within seven days after~~ by the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution, then the Contractor may, upon seven~~ Architect, or if the Owner does not promptly furnish evidence as required by Subparagraph 2.2.1 herein,, then the Contractor may, upon three (3) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been ~~received.~~ received, or until such reasonable evidence is received and approved by the Contractor, as applicable, or until termination of the Agreement under Section 14.1. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 In the event a Subcontractor slows progress, stops work, or terminates its subcontract agreement or purchase order because of nonpayment or delayed payment by the Owner, the Contract Sum and Contract Time shall be equitably adjusted for all consequences, including, but not limited to, increased replacement or acceleration costs.

...

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The list of items to be completed and corrected is referred to as the "Punch List." All necessary parties shall be involved in creation and validation of the Punch List so that a contemporaneous and integrated Punch List is established. Such parties may include the Owner, Architect, Contractor, other designers and engineers, Owner's representative, and Subcontractors.
PAGE 29

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall ~~prepare and submit a list~~ assist in the preparation of a Punch List and submit the same to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and ~~Contractor or, if no agreement is reached, by decision of the Architect.~~Contractor.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an ~~affidavit~~ affidavit, in the form of a conditional final lien waiver, that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered ~~(less amounts withheld by~~ (for which the Owner has made payment to the Contractor less amounts withheld by the Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) if required by the Owner, a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover

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the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if reasonably required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and conditional releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be reasonably designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, ~~and the Architect so confirms,~~ the Owner shall, upon application by the ~~Contractor and certification by the Architect, and~~ Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. ~~If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment.~~ Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

PAGE 30

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss ~~to~~to:

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the ~~Owner~~ Owner, a Separate Contractor, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

...

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

PAGE 31

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous substances existing in any form at the site unless the Contractor or anyone for whom the Contractor is liable introduces the hazardous substance to the site.

...

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work ~~itself),~~ itself if insured under the applicable builder's risk policy required hereunder), except to the extent that such damage, loss, or expense is due to the sole fault or negligence of the party seeking indemnity.

§ 10.3.3.1 The obligations of the Owner as set forth in this Paragraph 10.3 shall survive the termination of the Contract.

...

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable ~~by a government agency~~ for the cost of remediation of a hazardous material or substance ~~solely~~ by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby ~~incurred.~~incurred including but not limited to reasonable attorneys' fees.
PAGE 32

§ 11.1.1 ~~The~~ Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The ~~Owner, Architect, and Architect's consultants~~ Owner shall be named as ~~additional insureds~~ an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor ~~may delay~~ may, in the Contractor's discretion, delay or suspend commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
PAGE 33

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the ~~Owner~~ named insured as fiduciary and made payable to ~~the Owner as fiduciary for~~ the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~ fourteen (14) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the

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allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.
PAGE 34

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
PAGE 35

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an ~~assignment without such consent,~~ assignment, that party shall ~~nevertheless~~ remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, ~~without~~ with consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the ~~assignment.~~assignment, provided such assignment does not alter the Contractor's rights under the Contract Documents.
PAGE 36

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30 consecutive days~~ thirty (30) cumulative days over the entire Project schedule through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;

.4 repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3; or

~~.4~~ .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~Deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of ~~60 consecutive~~ thirty (30) cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities

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performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven additional days'~~ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner shall provide the Contractor written notice describing the alleged Contractor default and providing the Contractor a reasonable opportunity to cure. Provided the Contractor fails or refuses to cure such default, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 ~~Exclude~~ After allowing the Contractor to remove all of the Contractor's personal property, exclude the Contractor from the site and take possession of all ~~materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~materials paid for by the Owner;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ~~Initial Decision Maker,~~ Architect, upon application, and this obligation for payment shall survive termination of the Contract.

PAGE 37

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may reasonably determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the ~~extent~~extent:

...

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor ~~shall~~shall:

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed as well as reasonable overhead and profit on Work not executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ ten (10) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

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§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the ~~Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within ~~21~~ twenty-one (21) days after occurrence of the event giving rise to such Claim or within ~~21~~ twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.
PAGE 38

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the ~~Initial Decision Maker's~~ Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

...

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~includes:

...

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~ In the event either party makes a Claim, the parties shall meet within thirty (30) days after the making of the Claim for the purpose of resolving the Claim. Either party may request that the Architect attend this meeting. If such a meeting does not occur within said thirty (30) days, either party may request that the Claim be mediated pursuant to Section 15.3..

~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

~~§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the~~

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~~reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ mediation. A request for mediation shall be made in ~~writing,~~ writing and delivered to the other party to the ~~Contract, and filed with the person or entity administering the mediation.~~ Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ~~60~~ sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within ~~30~~ thirty (30) days from the date that mediation has been concluded without resolution of the dispute or ~~60~~ sixty (60) days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within ~~60~~ sixty (60) days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:04:50 ET on 04/17/2019 under Order No. 4395426794 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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McCownGordon CONSTRUCTION, L.L.C.

EXHIBIT A
Construction Operation Staff Hourly Rates

McCownGordon Construction, L.L.C.

Grain Valley Civic and Community Center

Hourly Rates for Construction, Administration, & Supervision
July 01 2018

PROJECT STAFF	RATE
Director of Operations	$ 140.00
Project Executive	$ 140.00
Senior Project Manager	$ 107.00
Project Manager	$ 83.00
Senior Project Engineer	$ 64.00
Project Engineer	$ 55.00
Project Coordinator	$ 45.00
Preconstruction Manager	$ 120.00
Senior Estimator	$ 111.00
Estimator	$ 65.00
Safety Director	$ 115.00
Safety Coordinator	$ 62.00
General Superintendent	$ 129.00
Sr Superintendent	$ 108.00
Superintendent III	$ 96.00
Superintendent II	$ 90.00
Assistant Superintendent	$ 74.00
Carpenter Foreman - (regular time)	$ 68.00
Carpenter - (regular time)	$ 66.00
Laborer Foreman - (regular time)	$ 49.00
Laborer - (regular time)	$ 46.00
BIM Specialist	$ 75.00
QA/QC Manager	$ 93.00
MEP Manager	$ 99.00

These rates are subject to change but by not more than 5% in a given six month period.

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CITY OF GRAIN VALLEY
CIVIC COMPLEX

STATEMENT OF QUALIFICATIONS -

CONSTRUCTION MANAGER AT RISK

MARCH 20, 2019







McCownGordon
CONSTRUCTION

March 20, 2019

City of Grain Valley
Attn: Ken Murphy, Deputy City Administrator
711 Main Street
Grain Valley, Missouri 64029

McCownGordon
CONSTRUCTION

Dear Ken and Selection Committee,

Grain Valley is strategically preparing for growth as one of the fastest growing cities in Missouri. Providing a new civic complex to house the city's administrative, public safety and community recreation functions is necessary to meet your growing population's needs. McCownGordon is the construction manager that can see your vision through.

COMMUNITY
Community projects like yours require a higher level of accountability and trust as you answer to your voters and city. McCownGordon understands this responsibility and responds with a team that will provide the passion and dedication for a successful new civic complex. Our team brings 20 years of experience in the KC region and is currently working in Grain Valley with the school district. We will act as your community partner, working to help pass the bond and keep the voters informed and involved throughout the process. This new civic complex represents a fantastic story for the city; preserving the historic Sni-A-Bar farm history, adding community space for your rapid growth and opening up space for development in the heart of the city. We are excited to come alongside your city and help build your story.

LEADERSHIP
This new complex represents an imminent need for your community, and McCownGordon is ready to come alongside your team to help bring this vision to reality. Our depth of experience developing similar community projects, history of building successful bond projects and past experience working with your design team enables McCownGordon to step into a leadership role and add value for your project. We are prepared to work in to that role for the City of Grain Valley, at risk, immediately upon selection as the formal board approval process is completed.

STEWARDSHIP
As construction manager, we believe it is our moral obligation to be the absolute best stewards of the tax payers' dollars. Our preconstruction and construction services are top in class and will drive value, while our flexibility to contract with a large trade partner pool will drive competition, resulting in lower construction costs. Our team's commitment to creative cost-saving solutions includes a whole-project approach with life-cycle and operations cost analysis, ensuring that the first costs and long-term costs are both considered for the City of Grain Valley's budget and project needs.

We look forward to the opportunity to put our core values of integrity, performance and relationships to work for the City of Grain Valley. Our goal is to provide the absolute ***best building experience***. It is our word and promise. We look forward to presenting our ideas if we are selected to interview with your team.

Sincerely,

Chris Hess, Project Executive
TEAM LEADER
(816) 365-4774 | chess@mccowngordon.com

CITY OF GRAIN VALLEY

711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6292 Phone 816-847-6202 Fax

REQUEST FOR QUALIFICATIONS
for
CONSTRUCTION MANAGER AT RISK
RFQ #2019-03

The City of Grain Valley will accept sealed Statement of Qualifications from qualified firms interested in providing the following:

SIX (6) SIGNED COPIES AND ONE (1) ELECTRONIC COPY MUST BE RECEIVED BY:
3:00 P.M. MARCH 20, 2019

PLEASE MARK YOUR SUBMITTAL
"STATEMENT OF QUALIFICATIONS - CONSTRUCTION MANAGER AT RISK"
AND SUBMIT TO:

City of Grain Valley
Attention: Ken Murphy, Deputy City Administrator
711 Main St.
Grain Valley, Missouri 64029
816-847-6292

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	Authorized Person (Print)
McCownGordon Construction	Chris Hess
Address	Signature
422 Admiral Boulevard	
City/State/Zip	Title
Kansas City, Missouri 64116	Team Leader
Telephone # / Fax #	Date / Tax ID #
(816) 960-1111 / (816) 960-1182	March 20, 2019 / 90-0001298
E-mail	Entity Type
chess@mccowngordon.com	Limited Liability Company (LLC)

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF Jackson

Chris Hess being first duly sworn, deposes and says that he is

Team Leader
Title of Person Signing

of

McCownGordon Construction
Name of Firm Submitting Proposal or Qualifications

that all statements made and facts set out in the qualification 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

BY

BY

SWORN to before me this 20th day of March 20 19.

Notary Public

My Commission Expires 4/13/20

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

MATTHEW JOSEPH DUNL
My Commission Expires
April 13, 2020
Jackson County
Commission #16253928



CITY OF SHAWNEE | JUSTICE CENTER COMPLEX

Table of Contents

SECTION 1	Similar Projects
SECTION 2	Preconstruction
SECTION 3	Construction
SECTION 4	Public Owner Process
SECTION 5	Personnel
SECTION 6	Organization
SECTION 7	Coordination
SECTION 8	Risk Management
SECTION 9	Financial Statements
SECTION 10	Awards

McCownGordon CONSTRUCTION

SECTION 01



CITY OF OLATHE | COMMUNITY CENTER

Similar Projects

Knowledge comes from experience.

The McCownGordon team has significant experience in planning and constructing projects similar in size, type and complexity to your Grain Valley civic complex project. Our portfolio includes a multitude of projects for government and public clients; in fact 41% of all our work is completed for public clients. Many of these are repeat clients, attesting to the level of service and partnership we provide.

EXPERIENCE WITH DESIGNERS

McCownGordon also had a strong record of experience with Helix Architecture and Olsson consulting engineers, with more than 30 projects completed with each firm. Having worked together in the past, our efforts during design and preconstruction will be streamlined as we provide budget, schedule and life-cycle analysis to simplify the process for the City of Grain Valley.

SIMILAR CAMPUSES

Our team has a depth of experience with similar campus developments. Whether it's partnering with developers or cities like yourself, we understand how to bring a civic complex together as a successful community project.

On the following pages, we've included detailed project profiles of our four most recent similar projects. These projects were selected for a number of reasons that align directly with your needs and goals. All projects were delivered on time and on budget under a collaborative delivery method.

















Olathe Community Center

& Stagecoach Park | City of Olathe, Kansas

McCownGordon was selected as construction manager to construct a new community center facility in Stagecoach Park, a 41-acre park located in Olathe, KS. The project also included improvements to the park.

Intended to create an iconic facility and park environment, the new facility and upgrades enhanced the community identity and now provide a community gathering point. Serving a diverse age range, the multi-generational facility is the first community center for the City and includes a wide range of amenities.

Features include family leisure and lap pools with aquatic/spray amenities, run-out slides, lazy river, diving perches and a water climbing wall with a diving feature at the top. An outdoor water spray ground area is also accessible from the center. The fitness areas include cardio, weight training, area and studio classrooms, spin studio, basketball and multi-purpose courts, indoor track and locker room/shower facilities. Multipurpose activity rooms, overlooking the pool area, and a catering kitchen allow for events, meetings and parties. The center also offers indoor dry play areas and a child-watch space.

The park received outdoor discovery and recreation areas, a large picnic shelter, playground, a community terrace patio, realignment and completion of the existing asphalt trail, and parking that supports both the community center and park.

PROJECT RELEVANCY

- Construction manager at risk
- New center to support community growth
- Large site development including outdoor park amenities
- Community recreation
- Aquatics
- Coordination with two architects
- Life-cycle systems analysis

PROJECT FACTS

72,000 Square Feet
$23,500,000

OWNER

Susan Sherman, Assistant City Manager
100 E Santa Fe Street
(913) 971-9802 | ssherman@olatheks.org

ARCHITECT

Kerry Newman, SFS Architecture
2100 Central Street, Kansas City MO
(816) 474-1397 | knewman@sfsarch.com

Barker Rinker Seacat, Architect of Record



Tomahawk Ridge Community Center,

Police Evidence Processing & Regional Pools | City of Overland Park, Kansas

Tomahawk Ridge has been a part of Overland Park since the 1980s when the City opened a combined school and community center. Due to changing demographics, Tomahawk Ridge Elementary closed at the end of the 2003 and reopened as a multi-purpose facility a few years laster.

Selecting McCownGordon as a construction management partner, the City of Overland Park had the building renovated to now include Tomahawk Ridge Community Center and the Overland Park Police Department's Investigation Division.

The Police Department occupies the basement and one wing in the upper level, which allowed the department to relocate several departments and entities at other City locations, and provided new offices and storage area for crime lab processing.

A majority of the renovated space is for recreational purposes. The renovated community center offers residents cardiovascular machines, flat-screen televisions, a free-weight area and two basketball courts. Other amenities include a child watch area, a complimentary free game room and a birthday party room. The community center also has two refurbished gymnasiums and locker-rooms with showers.

Shortly after, the City of Overland Park worked with McCownGordon and SFS Architecture to complete two new pool facilities and renovations to two area pools (including one at Tomahawk Ridge).





PROJECT RELEVANCY

- Construction manager at risk
- Community recreation
- Aquatics
- Police department & evidence processing
- Coordination with two architects

PROJECT FACTS

43,500 Square Feet (buildings)
6,000 Square Feet (water surface)
$7,200,000 Community Center
$4,950,000 Regional Pools

OWNER

Bryan Toben, Assistant Director
Recreation Services
8101 Marty Street, Overland Park, KS
(913) 344-8686 | bryan.toben@opkansas.org

ARCHITECT

Ken Henton, HWA
11460 Tomahawk Creek Pkwy, Ste. 400
Leawood, KS
(816) 221-0606 | ken.henton@hwa.net

McCownGordon CONSTRUCTION



"The success of our Justice Center project was due in large part to the talent and strong character of the staff at McCownGordon. Their project responsibilities were handled promptly, professionally and with integrity."

Bert Schnettgoecke, Senior Project Engineer
City of Shawnee, Kansas





Justice Center Complex

City of Shawnee, Kansas

McCownGordon was chosen as the design-builder to construct the Shawnee Justice Center, the City's first LEED Certified building. The project included a fire station, police station and courthouse.

The public safety "campus" design utilized consistent brick, stucco and metal panel veneer throughout, but gave each department its own separate identity.

The courthouse and police station share one structure, with large glassed windows and inviting entryways. The courthouse portion includes a large courtroom, administration and judge offices, conference rooms and secure corridors allowing transportation of inmates from police to courts. The police station portion consists of a five-bay sally port and booking area with six holding cells, which includes one detox cell. It also includes space for evidence processing, armory, evidence storage, secure drug and money storage, k-9 kennels, physical training, locker rooms, conference rooms, offices, administrative space and a training room that can be converted into a command center in case of an emergency. The facility has a four bay drive-through apparatus bay, 10 bunk rooms, fitness facility, training room, kitchen, day room, decontamination room, self-contained breathing apparatus and maintenance rooms.

Requiring extensive coordination, a collaborative team and honest communication, the center is a remarkable showcase to the City's first ever LEED building.

PROJECT RELEVANCY

- Collaborative delivery method similar to CMAR, design-build
- Large site development
- Civic campus
- City hall & courts facilities
- Police & public safety
- Life-cycle systems analysis
- LEED Certified, sustainable building

PROJECT FACTS

80,000 Square Feet
$18,400,000

OWNER

Bert Schnettgoecke, Sr. Project Engineer
11110 Johnson Drive, Shawnee, KS
(913) 742-6271 | bschnettgoecke@ci.shawnee.ks.us

ARCHITECT

Ken Henton, HWA
11460 Tomahawk Creek Pkwy, Ste. 400
Leawood, KS
(816) 221-0606 | ken.henton@hwa.net

McCownGordon CONSTRUCTION



Central District Development

Union, Classrooms & Campus Connection | University of Kansas

To expand their growing campus, the University of Kansas selected the joint venture of Clark Construction and McCownGordon for their Central District Development. The University used a public-private-partnership (P3) delivery method with Edgemoor Infrastructure & Real Estate as the developer for the design-build project.

As part of this project, the team provided preconstruction services for the 40-acre site, which included a 285,000 square foot academic integrated science facility, a 26,500 square foot student union, 1,200 beds of student housing in three buildings, and approximately 2,000 parking spaces. The project also includes a central plant facility, a 595-space parking structure, and the necessary utility and transportation infrastructure to support the project.

Working on an active campus, safety was a top priority to keep students, faculty and staff safe throughout construction. Additionally, the project site surrounded the Hilltop Child Development Center, a preschool facility that remained open throughout the duration of the project.

The team worked collaboratively with the university to deliver the parking garage early, to alleviate congestion associated with athletic events at Allen Fieldhouse, with the remainder of the facilities completed in summer 2018.





PROJECT RELEVANCY

- Collaborative delivery method similar to CMAR, design-build
- Large site development
- Campus setting & connectivity
- Student union with recreation space
- Classroom & educational spaces
- Coordination with another CM on site

PROJECT FACTS

1,000,000 Square Feet
$213,000,000
40-Acre Site

OWNER

Mark Rieske, Associate Director
1450 Jayhawk Blvd, Lawrence, KS
(785) 864-5644 | dcmmlr@ku.edu

ARCHITECT

Ed Cordes, Perkins + Will
1001 McKinney Street, Ste. 1300,
Houston, TX
(713) 366-4011
edwin.cordes@perkinswill.com

McCownGordon CONSTRUCTION

SECTION 02



WE WORK AS A COLLABORATIVE PARTNER



THROUGHOUT DESIGN.

Preconstruction

Bringing expertise to everyday decisions.

Every member on the McCownGordon team is committed to our core values of integrity, performance and relationships. These values, along with our proactive and leadership-driven management style, make us the most qualified construction manager to work with the City of Grain Valley to deliver your new civic complex. Our management capabilities and services—and the unique ways we provide these services to the owner—set us apart and provide outstanding quality to our clients.

Our preconstruction services allow clients to begin construction with an accurate picture of the project cost and schedule. Through preconstruction services, we work together with the owner, designer and engineers to develop a feasible plan that achieves the goals of the project and balances quality, schedule, budget and other factors. ***Preconstruction is our opportunity to maximize value for the City of Grain Valley and eliminate surprises.*** Our job is to ensure the cost does not increase beyond the approved budget and that amenities and the design program are fully maintained after approval by the public vote.

Our team has identified the following critical preconstruction issues for your civic complex:

MANAGING PRIORITIES WITH MULTIPLE STAKEHOLDERS

Your new civic complex will host a myriad of city functions — from public safety to community recreation and a new library — ***and each group of end-users have unique needs and wants.*** Our first step after selection will be development of a defined project Management Plan. We will host a kick-off meeting with all appropriate groups to establish the best approach for the civic center complex. This plan will:

- Define all stakeholder goals and priorities
- Delineate roles and responsibilities for communication and decision-making
- Establish preliminary budgets for each project component
- Identify risk factors and mitigation plans
- Establish major design, construction and occupancy milestones

The management plan will be formalized by McCownGordon and become a working management tool for all team members. It is imperative the entire team — the owner, end-users, architect, construction manager and trade partners — fully understand your vision and we will employ our Management Plan process to ensure this from the start.

TARGET-VALUE DESIGN

Target-value design is a Lean Construction principle to deliver surprising value to our clients. For the Grain Valley civic complex, this guarantees a defined and maintained design program and budget, giving each stakeholder a clear understanding of the budget parameters around each unique portion of the project and confidence for the public vote process.

McCownGordon engages as a collaborative partner in the design process, integrating Cole Mayer *(Preconstruction Manager)* and Chris Hess *(Team Leader)* onto the OAC (owner, architect, contractor) team. Using the preliminary estimate completed by Cole and his team of estimators, we provide real-time cost information, detailing the cost of each project component and providing guidance for the design to continue on-track. This method allows the team to track cost options and alternate design solutions far into the process; guaranteeing the ability to deliver on both program and budget promises to the end-users.



McCownGordon has an excellent track record of delivering accurate and comprehensive GMP's (guaranteed maximum price) on budget, as demonstrated in the adjacent case study for the Olathe Community Center. ***Our team is confident in our ability to guarantee the maximum cost of the Grain Valley civic complex at an early phase of design through our preconstruction services.***

For your project, our integrated team's focus during the target-value design process will include:

- Analyzing the overall site development (including considerations for the current city hall site, if desired.)
- Preservation of the Sni-A-Bar historic farm story
- Detailed life-cycle analysis and
- Providing clear information to the public for the bond process

BOND SUPPORT

We have a passion for community projects and will support the new civic complex for the Grain Valley community as you prepare for the public vote. Once we establish the project budget with your team, it will not increase in cost and most importantly, the amenities and program will be set so all residents will receive the facility and amenities approved in the bond vote.

Additionally, as desired by the City, with Pat Contreras as our Community Outreach representative, we will happily assist in getting the word out by participating in community meetings and open houses, creating presentation or pamphlet materials and supporting the efforts via social media and public relations. ***With a history of successful engagement in pre-bond project planning, our team knows providing information to the voters is a powerful tool for the bond vote. We commit to supporting this effort by any means preferred by the City of Grain Valley.***




ENGAGING YOUR COMMUNITY DRIVES PROJECT SUCCESS





ANALYZING OPERATIONAL COSTS



SAVES THE CITY OF GRAIN VALLEY MONEY

OPERATIONAL COSTS

Operational costs will account for over 90% of your new facilities' costs over the life of the buildings. Our team understands this, and will place a focus on both the life-cycle costs and the long-term operational costs required for your civic complex. Through our in-house specialty services, our MEP Manager, Ryan Schaaf, will focus on these systems and the life-cycle, cost-benefit analysis.

Especially for community centers, operational costs include more than just the utility and maintenance needs but also requires considerations for the staffing of the facility. Smart design and layout for areas like the indoor and outdoor aquatics will enable the community center to maximize amenities without requiring excess staff.

SUPPLIER DIVERSITY & TRADE PARTNER SELECTION

Selecting the right trade partners for your civic complex will be crucial for success, as the trades typically perform 90% or more of the overall construction. Our trade partner selection process is transparent, and we have a history or meeting or exceeding diversity participation goals for our clients. We invite the City of Grain Valley and the design team to be participants in the entire bidding and selection process.

We will actively market the project to the community, gaining interest which supports a competitive bidding process. We use a prequalification step and one-on-one meetings to ensure each bidder is capable to meet the project requirements and is financially stable of delivering. McCownGordon has strong relationships with both union and non-union local contractors (many of which are certified MBE/WBE partners). ***Our flexible approach to bidding ensures that we have a vast pool of qualified contractors to choose from which results in the most competitive GMP process in the market, saving the City money while still delivering the quality that is expected***.

CREATIVE USE OF EXISTING CITY HALL AND COMMUNITY CENTER OPPORTUNITIES

The current locations of city hall and the community center are prime development locations along Main Street. The 2014 Comprehensive Plan identifies the current site as being an integral piece of future development alternatives along Main Street with a suggested Multi-Use development.

McCownGordon's long-term relationships with local communities, private developers and our experience with public-private partnerships (P3) will add tremendous value to create a win-win solution for the City of Grain Valley. Solutions could result in reduction of debt, financed through property sale or an increased tax-base, based on some form of development partnership.

Also, given the current market, time is literally money. Annual inflations rates are approaching 5-6%, so analyzing the value of expediting construction versus alternatives is a worthwhile exercise. For example, is it necessary to complete the entire new facility prior to relocating city staff from the current facility? The answer to this question may be driven by the value the property can bring and ability to develop a viable development for the site.

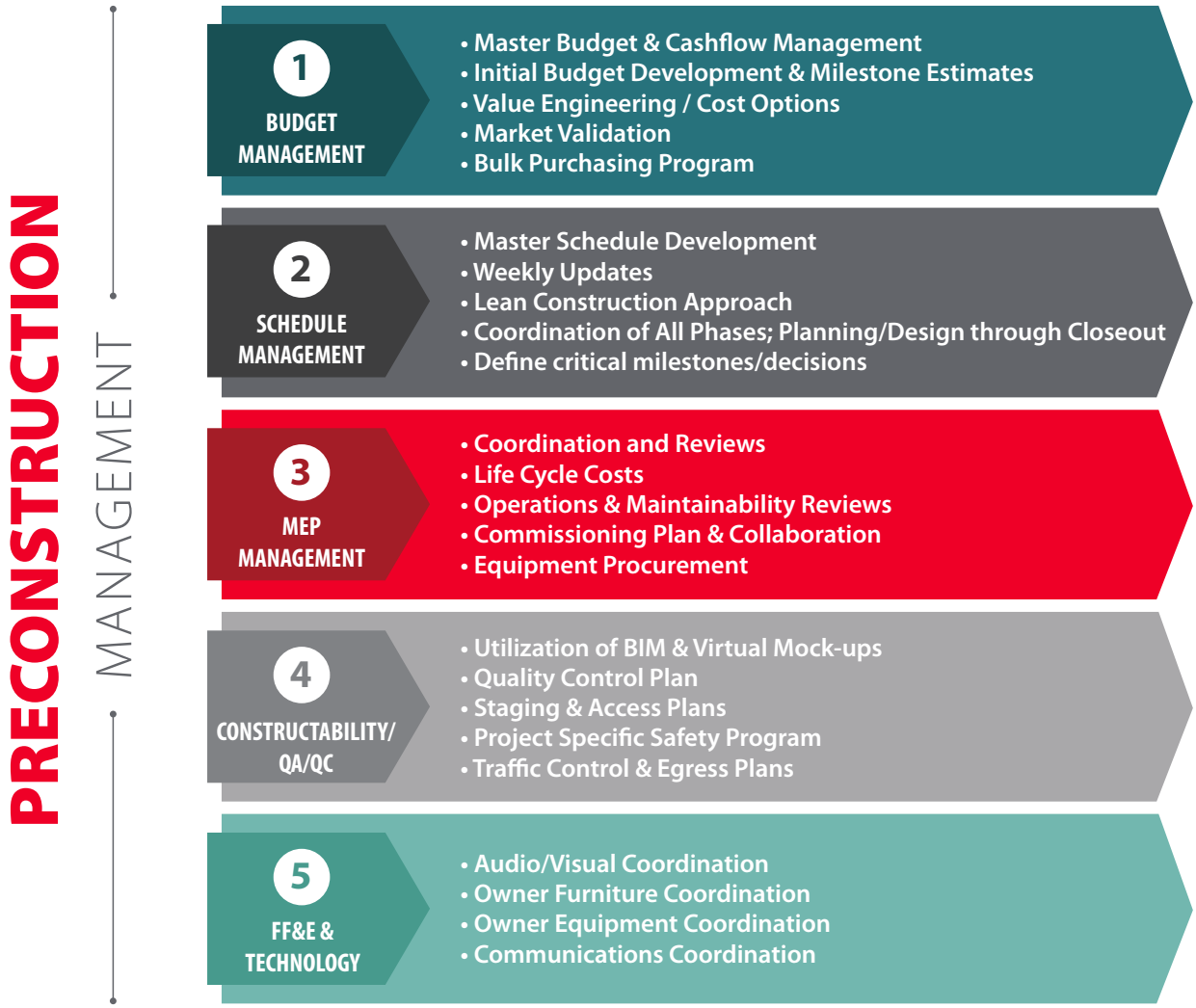
A creative solution for your existing site may prove to be a key decision for the overall project. As a commitment to your team and your community, McCownGordon is willing to engage immediately upon selection to help create the right solution to maximize this opportunity for the City of Grain Valley.

HISTORIC SNI-A-BAR FARM

William Rockhill Nelson and the Sni-A-Bar Farm are important to the City of Grain Valley's heritage as well as the history of greater Kansas City. We have experience in the construction of public facilities which educate current residents and pay homage to their history.

During preconstruction, we look forward to assessing the opportunities to incorporate this history into your new facility. A few opportunities could be using the existing Carriage House as potential museum to house relevant artifacts, using the well-preserved water tower in the design, or having designated space(s) in the new facilities to create exhibits. McCownGordon is excited about the opportunity to help Grain Valley tell this story in the development of the new civic complex.

List of Preconstruction Services & Approach





BUDGET MANAGEMENT

Our cost estimating process involves the full breadth of our preconstruction services including programming, scope development, scheduling, phasing and budgeting/estimating. During the programming phase, McCownGordon will actively participate in the charrette process with Sapp Design Architects and Helix Architecture. We will provide timely cost feedback and analysis. Our estimators use various cost models to determine the most cost-effective systems. Life-cycle analysis will be used as a tool to select finishes, HVAC systems and electrical systems.

Through preconstruction services, we create a set of four documents that serve as a road map throughout the remainder of the design:

Master Budget: Contains all costs related to the project, not simply construction costs. We are comfortable leading or assisting in management of the master budget, as desired by the City of Grain Valley

Construction Cost Summary: This summary will be provided broken down by building, trade and major systems. To further analyze costs, we will segregate costs as desired, such as site, core and shell, and fit out. Detailed line item cost estimates will be provided to support each cost summary. At each milestone estimate update we will provide a variance summary and notate any major cost changes for full transparency.

Cost Alternates: This provides opportunities for cost reductions or additions and maximizes flexibility to hit the target-value budget.

Clarifications: Serve to fill the role of the specifications in the early phases of the project, clarifying exactly what is included in the current estimate summary.

The estimate and above documents are not static; they are constantly updated throughout the design process with feedback from all partners to ensure the budget is in line with the City of Grain Valley's goals and vision.

SCHEDULE MANAGEMENT

From the major milestones established in the management plan, McCownGordon will prepare a master schedule that will integrate the key priorities, occupancy requirements and phasing with the architectural design work and projected construction schedules. The master schedule outlines all procurement and occupancy activities, highlights timing for design, incorporates the availability of materials and labor, identifies long-lead items, and depicts critical path activities. ***The master schedule will act as a comprehensive management tool for the team's assignments.***

The demanding schedules of design and construction require tasks to be handled with a sense of urgency. McCownGordon fully understands the commitment to being accessible and responsive; critical elements that continue to set us apart from our competitors.





CAMPUS CONNECTIVITY & COMMUNITY



SPACES AMONGST BUILDINGS AT THE KU CENTRAL DISTRICT DEVELOPMENT

MEP MANAGEMENT

Mechanical, electrical and plumbing (MEP) activities accounts for a significant portion of the work. ***Successful system selection and implementation will minimize costs associated with ongoing maintenance and energy and ensure satisfied staff and patron experiences.***

Ryan Schaaf, the MEP Manager for your project, will focus on these systems. As a Grain Valley resident himself, Ryan will place a high-priority on ensuring the MEP system budgets are accurate, potential conflicts are addressed and options are vetted early-on.

CONSTRUCTABILITY & QA/QC

McCownGordon's approach to quality assurance/quality control (QA/QC) begins at the preconstruction phase of a project and continues through the construction phase to closeout. During preconstruction, our team will work closely with the entire project team to clearly define the level of quality expected for each scope of work. We will work closely with the design team in development of the project specifications. It is crucial for these construction documents to clearly define the level of quality expected.

McCownGordon will perform a thorough review of the design documents to determine the sequence of construction. We will also focus on the building envelope to identify any areas that could present future problems, such as leaks or impacts to air quality. Interior construction details, especially in the indoor aquatics area, will be reviewed to ensure McCownGordon is able to provide a high-quality product for the end users.

FF&E AND TECHNOLOGY

The coordination of furniture, fixtures and equipment is essential to the delivering an on-time project schedule. Through careful preplanning and a detailed site logistics plan, our team will provide the City of Grain Valley with smooth transitions.

With many of your civic complex buildings requiring relocation from your existing facilities, the amount of owner-provided and relocated FF&E will be significant. We will work hand-in-hand with the City of Grain Valley and the design team to coordinate a smooth plan for procurement, delivery and installation of these final touches in each of your new facilities.

SECTION 03



ADVANCED 3D MODELING MINIMIZES COORDINATION ISSUES BEFORE CONSTRUCTION.

Construction

The best work begins with the right people.

Success during construction is directly related to the work and planning completed during the preconstruction phase. McCownGordon will maintain consistent personnel into the construction phase. Once we reach this point, we will have already developed a thorough road map that details the challenges the team may face.

Our team has identified the following critical construction issues for your civic complex:

SUSTAINABILITY & LONG-TERM OPERATIONS

Energy efficiency and operations costs are essential components for project design, especially for civic facilities like your City Hall, Police Station, Recreation and Aquatics center and potential educational classrooms and park who rely on a public vote for approval. With factors like high-utility consumption and staffing needs for some of these buildings, many influences contribute to energy efficiency and lower operational costs: building orientation, commissioning, windows, building envelope, aquatic filtration and disinfection systems and MEP system selection. ***We will evaluate the life-cycle cost of materials and systems to ensure you have a new complex with low operational costs and quality facilities for years to come.***

OPTIMIZE THE SCHEDULE



Our team understands the new civic complex represents a need for the growing Grain Valley community. ***Your community needs this project built on-time so that you can deliver on your City's master plan and stakeholder input, and potentially open up the existing site for development.*** Our team will analyze various schedule strategies to create a more efficient scope of work that may allow construction to be completed earlier or turn-over the project in phases to prioritize delivery of buildings fulfilling your greatest current needs.

We will work to provide thorough, pertinent information so the entire project team can make the best decision for the project. The first step is establishing a master schedule that considers all project factors, internal and external. The design and bid packaging is another crucial factor and we will work with Sapp Design Architects and Helix Architecture to evaluate and develop potential early bid packages allowing early starts and lock in construction pricing, which prevents costs for escalation and accelerates the construction timeline.



COMMUNITY OUTREACH & ENGAGEMENT

Once the project is approved through the bond vote and begins construction, the need to update the community does not end. Keeping the residents informed about the new civic complex's progress will heighten the public awareness and excitement for the project. McCownGordon's team will support your efforts, as desired, to maintain positive publicity through our availability for jobsite tours, project celebrations like "topping out events", attendance at public meetings and social media updates. ***We are thrilled about the opportunity to have a positive impact in the Grain Valley community and will support your growth and development momentum through whatever means you desire!***

SUPPLIER DIVERSITY & SELF-PERFORM

During the preconstruction phase, right-sizing the bid packages and meeting one-on-one with potential trade partners will help achieve your project's supplier diversity goals. When these partners have a clear understanding the project scope, it leads to confidence in their ability to perform the work successfully. Serving in the community outreach role, Pat Contreras will continue to be a resource in this process. McCownGordon has a long history of meeting participation goals on our client's projects and are confident we will be able to achieve this for the City of Grain Valley.

Regarding self-perform work, McCownGordon takes a proactive approach to evaluating whether it will be beneficial to the project. While we have resources to self-perform a variety of scopes on projects, if this objective means that self-performing work will enhance the opportunity for success (either due to scheduling or competitive pricing), then that is when we will consider it. We do not let decisions of what work we plan on self- performing drive the direction of the design or the project.

We put the priorities of the project at the top of the list and then develop plans to make those priorities become a reality.

COORDINATION ON-SITE

One of the highest priorities for your civic complex will be close coordination of the site logistics. Working on the site with multiple construction managers and potential reuse of existing historic buildings requires the attention and focus McCownGordon will give your project.

As shown section 7, we have a depth of experience managing jobsites with multiple contractors on site. This requires exquisite coordination for site management, delivery logistics, trade coordination and utility tie-ins. Our team will develop a thorough plan and work in close coordination with the CMAR on the library project to ensure resources are used in the most efficient way possible on site.

The city's consideration for inclusion of existing components of the historic house on site will also require skillful execution to preserve the historic character and integrity of selected portions. Our team has a great deal of experience with historic preservation on projects; and the inclusion of such components into an updated and more modern facility.

We will tackle the site logistics with a proactive management approach to streamline the process on site.

List of Construction Service & Approach



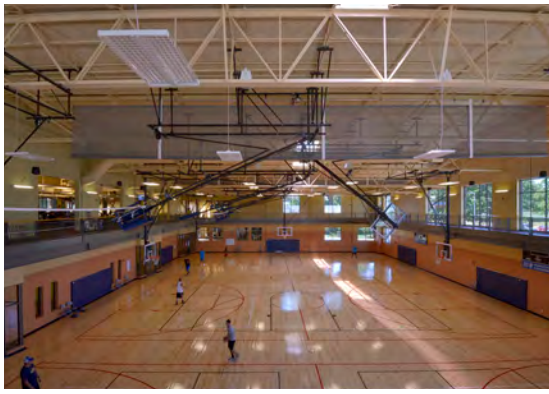
BUDGET MANAGEMENT

Throughout the project our team will continue to update and manage the project budget and act as good stewards of the designated project funds. From our effective planning in preconstruction with bid packages and trade partner selection, we will closely manage trade partner scopes of work. Once we are on site, we provide an efficient jobsite for the workers which in turn saves time and money for the project.

We track any potential project changes for review at each owner's meeting and update the overall budget at least once a month and at all major project milestones. Flowing from the target-value design process, our continual review of the budget allows the entire to team to make good decisions based on the status of the project GMP (guaranteed maximum price).







ADMINISTRATION

Open communication is vital for the success of every project. We promote clear communication through weekly OAC (owner, architect, contractor) meetings, pre-installation meetings for each scope of work and weekly contractor meetings for those on site. These meetings help streamline the decision-making process, maintain the pace, reinforce quality expectations, address any access needs concerns before work begins and ultimately save time, money and effort. At each meeting we will cover, in detail, work to be performed over the next two to four weeks, potential impacts to the schedule, major project milestones that may need to be targeted, subcontractor manpower and coordination.

We use a powerful project management tool, ProCore, to track all project documents from design drawings to the detailed budget information. All team members will have 24-hour access to ProCore, a cloud-based online tool, with curated content for their role on the project. While our team uses advanced technological tools like Procore and others; these tools will never take the place of face-to-face interactions. McCownGordon's core value of relationships is best demonstrated by our team's commitment to open, clear and honest communication amongst all project team members.

SCHEDULE & LOGISTICS

The detailed construction schedule developed in the preconstruction process will become a part of the trade partner bid packages, adding a layer of accountability for the selected partners. We update our schedules at a minimum of once a week for review with all parties, but especially for detailed review with the onsite contractors during our weekly progress meetings. Our project superintendent, Jeff Clemmons, will closely manage the project schedule with each trade partner, using tools like pull planning and a three-week look ahead, coordinated by scope of work, to increase buy-in amongst the workers on site.

QA/QC & MEP MANAGEMENT

As design progresses, our in-house QA/QC department will work with the project team to create a project-specific quality control plan. Some focus areas will include the MEP systems, building envelope (specifically for the indoor aquatics space) and long-term (50 year+) durability in construction.

After selection of the right MEP systems for each building and building zone, high-quality MEP contractors are just as crucial in ensuring a proper long-term installation. Once the contractors are selected, Ryan Schaaf will lead the MEP coordination team in conducting detailed planning meetings to sequence work activity, establish and execute commissioning strategies.

McCownGordon will manage quality closely through shop drawing review, permit acquisition and pre-installation meetings. Once construction



is underway, mock-ups and first-install work are utilized to ensure construction meets all specification and acceptance criteria. After construction is in place, we will use testing procedures and a zero-defect policy to check all work.

The final task for the MEP coordination team will be to ensure proper training of the facility staff by the responsible contractors. The training will be coordinated so all necessary personnel are in attendance, and digitally recorded for future use. At the conclusion of the project, McCownGordon will prepare a comprehensive punch list and turnover packages and perform or coordinate equipment commissioning and validation to ensure proper functionality.



FF&E AND TECHNOLOGY

Close coordination between trade partners and owner vendors will ensure the FF&E (furniture, fixtures and equipment) and technology are installed properly and timely. We involve our MEP trade partners early in the process to ensure rough-ins are correct. Cut-sheets and specific information from the vendors enable us to get a head start. We invite any owner FF&E representatives to attend our OAC and schedule meetings to keep track of delivery and installation of the equipment.



CLOSEOUT

The success of any project is judged on the ability of the team to not only provide a product consistent with the desires of the City of Grain Valley and your community, but to also ensure that it is turned over as efficiently as possible. This will include occupancy inspections, punch list completion, final owner training, and collection and turnover of all O&M and warranty information to your team, ***but our involvement does not end there.***

McCownGordon's goal is to be your partner, and we want to be a resource to the City of Grain Valley for the long-term as you live in and enjoy your new buildings in the civic complex.



SECTION 04





A CLEAR UNDERSTANDING OF THE PROCESS. A PROVEN RECORD OF PAST SUCCESS.

Public Owner Process

A passion to exceed your expectations.



Government and civic construction like the Grain Valley civic complex requires expertise in handling the unique requirements that public entities face. McCownGordon completes 41% of our project work in the public sector for government, public library and public education clients like yourself. Additionally, our team has worked on many campus projects and collaborated with developers and public entities to make development goals happen. We have all of the right experience and processes in place to tackle your project.

PREVAILING WAGE & OSHA REQUIREMENTS

Our firm has vast experience with adherence to prevailing wage and the associated documentation, demonstrated by our record of no written notices or violations for our many prevailing wage projects.

Safety is one of our top priorities on every jobsite, and OSHA 10-hour safety orientation is a standard requirements for all of our associates whether they are part-time or full-time on site. We believe in raising the bar for safety of our trade partners as well, and will require the safety orientation as a part of our hard-hat sticker safety program to verify that every single person on site is well-versed in these best practices.

McCownGordon CONSTRUCTION

RECORD OF SERVICE FOR PUBLIC PROJECTS

To further demonstrate our team's familiarity with this project type, below we have provided a select list of our recent civic work.

On the following pages, we've provided a few client-furnished testimonials. We encourage you to reach out to those who have selected McCownGordon as their construction manager in the past and hear for yourself what they have to say.

SELECT PAST CIVIC PROJECTS LIST

Shawnee County, Kansas, Kansas Expocentre Additions and Renovations

City of Manhattan, Recreation Centers

Woodbury Corporation, EPC Real Estate Group Mentum Hockey Arena (Olathe Events Center)

City of Olathe, Olathe Park Maintenance Facility

City of Kansas City, Missouri, Kansas City Regional Law Enforcement Memorial Garden

City of Olathe, Indian Creek Library Adaptive Re-use

City of Kansas City, Missouri, KCMO Fire Station 15

City of Lenexa, Lenexa Fleet Maintenance Facility

City of Shawnee, Fire Station No. 74

City of Independence, Uptown Farmers Market

Johnson County Kansas, Monticello Library

City of Independence, Communications Center

Kansas City Aviation Department, KCI FIS / Customs Renovations

City of Kansas City, Missouri, City Planning 5th Floor Remodel

Johnson County, Kansas, Arts & Heritage Center

City of Overland Park, Salt Storage Facility

City of Dodge City, Long Branch Lagoon Aquatics Center

City of Salina, Tony's Pizza Event Center Renovation (formerly the Bicentennial Center)

CITY OF OVERLAND PARK | MATT ROSS COMMUNITY CENTER



City of Greensburg, Municipal Pool

City of Olathe, Olathe Community Center

Merrill Companies, Prairiefire Museum & Development

Johnson County, Kansas, Fire Station 123 Renovation and Addition

Johnson County, Kansas, Courthouse Annex Renovation

Kansas City Board of Public Utilities, Nearman Office Building Expansion

City of Greensburg, Big Well Museum

City of Manhattan, Flint Hills Discovery Center

Johnson County, Kansas, Public Works Facility

City of Kansas City, Missouri, Fire Station 39

City of Chanute, Maring Aquatic Center

Central Jackson County Fire Protection District, Fire Training & Maintenance Facility

City of Overland Park, Various Pool Projects

Johnson County Library, Leawood Pioneer Library Renovation and Expansion

City of Overland Park, Sheraton Communications Center

Johnson County, Kansas, Emergency Communications Center

City of Kansas City, Missouri, Fire Station 35

City of Independence

Office of the Mayor, Eileen Weir

To Whom It May Concern:

I wholeheartedly recommend McCownGordon Construction for their construction management services. As Mayor of the City of Independence, I've had the privilege of working with McCownGordon – most recently – on the construction of our 7,500 square foot emergency response center for police and fire and our iconic Uptown Market on this historic Independence Square.

Digest of this recommendation: McCownGordon is a collaborator. They listen first and fully engage themselves in the community and frankly become part of it. McCownGordon leads the way on innovation and creative solutions when it comes to building community projects. And finally, McCownGordon works lock step with the community and subcontractors to save cities money.

As with any municipal project, the Uptown Farmer's Market has many stakeholders, each with their own expectations for success. McCownGordon worked with each group, hosting community meetings and educational forums throughout the city. McCownGordon was intentional about creating a platform to engage, learn and ultimately earn buy-in from the community. With McCownGordon, you get a team that is passionate about the community and they truly go above and beyond the call of duty.

On the 911 call center, hired early in the preconstruction phase, the McCownGordon team collaborated seamlessly with our design team from the start. At each phase of the project's design, the team developed high quality, encompassing estimates, which allowed us to track the cost of construction, down to the dollar, as the design progressed. Their preconstruction team also provided various creative options, saving the City of Independence money and making the most of our tax payers' dollars.

McCownGordon brings exceptional subcontractor partnerships to the table. Any item not up to their standards was reworked to make sure it was done right. I am extremely pleased with their attention to detail and their professionalism with the subcontractors. The level of quality on our facilities is second to none and we proudly tell people "McCownGordon built it."

McCownGordon has truly been a trusted advisor and partner to the City of Independence throughout the entire process. I am looking forward to working with this team again in the future.

Sincerely,

Eileen N. Weir

***PROJECTS COMPLETED BY THE GRAIN VALLEY CIVIC COMPLEX PRECON MANAGER, *COLE MAYER*, WITH COMMUNITY OUTREACH BY *PAT CONTRERAS*.**

111 E. Maple • Independence, Missouri 64050 • (816) 325-7030

To Whom It May Concern:

I have had the pleasure of working with McCownGordon Construction on multiple occasions and I highly recommend their services as a construction manager. I worked closely with their team on multiple projects as a facilities manager at the University of Central Missouri. These projects included a mixed-use student housing building on campus, facility's office relocation/renovation and athletics training and locker room completed under the existing stadium seating. I also have been involved in the current Grain Valley High School Additions project serving as a school board member.

Their team truly shines in the preconstruction and planning stages of the project; they bring creative solutions to design and budget challenges to help us maximize our project budget. Their estimating team is transparent with all budget information, providing estimate backup information and bidding details, and they clearly communicate the full range of options with important planning decisions.

Throughout construction, their team remains communicative and proactive. Within an active campus setting, they put a plan in place to minimize disruption to the surrounding ongoing operations. With a strong focus on safety and logistics, the team used creative and innovative solutions to complete the work with minimal impact to the campus.

Overall, the quality of the construction exceeded our expectations. I would, without hesitation, recommend McCownGordon and look forward to working with them again in the future.

Sincerely,

Chris Bamman

***CHRIS BAMMAN HAS EXPERIENCE WORKING WITH THE GRAIN VALLEY CIVIC COMPLEX TEAM LEADER, *CHRIS HESS*, AND PRINCIPAL IN CHARGE, *CHRIS VAETH*.**

CITY OF SHAWNEE

CITY HALL
11110 Johnson Drive
Shawnee, Kansas 66203
(913) 631-2500
FAX (913) 631-7351

CIVIC CENTRE
13817 Johnson Drive
Shawnee, Kansas 66216
(913) 631-5200

FIRE
6501 Quivira Road
Shawnee, Kansas 66216
(913) 631-1080
FAX (913) 631-1628

POLICE
6535 Quivira Road
Shawnee, Kansas 66216
(913) 631-2155
FAX (913) 631-6389

***THE JUSTICE CENTER & FIRE STATION 72 COMPLEX WAS COMPLETED BY THE GRAIN VALLEY CIVIC COMPLEX TEAM LEADER, *CHRIS HESS*, AND SUPERINTENDENT, *JEFF CLEMMONS*.**

To whom it may concern:

The City of Shawnee has been privileged to do business with McCownGordon Construction over the past two years. During this time, McCownGordon served as the Design-Builder for the City's new Justice Center and Fire Station 72.

The success of our project was due in large part to the talent and strong character of the staff at McCownGordon. Their project responsibilities were handled promptly, professionally, and with integrity.

The City of Shawnee would welcome the opportunity to work with McCownGordon on future projects.

Sincerely,
CITY OF SHAWNEE

Bert Schnettgoecke, P.E.
Senior Project Engineer – Facilities and Parks

Reorganized School District No. 7
502 S.E. Transport Drive
Lee's Summit, Missouri 64081
(816) 986-2438 FAX (816) 986-2435

Facilities Services

February 2, 2018

***THE MISSOURI INNOVATION CAMPUS WAS COMPLETED BY THE GRAIN VALLEY CIVIC COMPLEX TEAM LEADER, *CHRIS HESS*, PROJECT MANAGER, *BRETT TAYLOR*, AND MEP MANAGER, *RYAN SCHAAF*.**

RE: Missouri Innovation Campus
McCown Gordon Construction testimonial

To whom it may concern:

It is my pleasure to write this letter as a testimonial to the professional qualifications of McCown Gordon Construction. Our relationship started 3-1/2 years ago when they were chosen as the Construction Manager Agent for the Missouri Innovation Campus Project.

The Missouri Innovation Campus is an exciting, progressive collaboration between the Lee's Summit R-7 School District, Metropolitan Community College and the University of Central Missouri. By engaging business partners and community organizations, The MIC is reshaping the way students experience education. It is a truly unique program in the nation. Due to the collaborative nature of this project, a design and construction team was needed that could work seamlessly through complicated multi-organizational meetings. McCown Gordon's broad project team brought the right communication and organizational skills to the table. Specifically their use of electronic communication was excellent. The extensive use of Procore was a tremendous advantage to keeping all parties informed. I can say that this was my first project without a personal set of paper documents. Through their processes I was always prepared and informed electronically.

With multiple parties having a financial interest in this project, budget was especially critical. McCown Gordon provided thoughtful and creative information to our design team that resulted in a project greater than 5% under budget. At the same time we were able to maintain high quality building systems such as a four pipe VAV mechanical system, 2 ply built up roof with modified cap sheet, and a custom exterior metal wall panel system. There was also no sacrifice to interior finishes leaving us with a building that not only has a high quality professional image, but also will have low long term maintenance cost. This type of result does not occur without a contractor that brings knowledge, skill and collaboration throughout the entire process.

The greatest asset McCown Gordon brought to our project was their people. Each member of their team did not act alone, but always understood their corporate philosophy centered on client service. This feeling came across in their initial interview and was maintained through project close-out. As an owner all you can ask is for a project team to care as much about the project as you do. As an example, our site superintendent retired a month before the end of the project. Instead of leaving the team empty, he continued relationships on his own time to maintain quality control. This type of character was shown throughout our project by everyone involved.

It is without hesitation that I would recommend McCown Gordon Construction as your selection for the AGC Kansas City Building Excellence Award. If you would like to discuss their qualifications further, please don't hesitate to contact me directly at kyle.gorrell@lsr7.net.

Sincerely,



Kyle Gorrell
Director of Facilities

OLATHE
KANSAS

March 18, 2019

BOTH PROJECTS WERE LED BY GRAIN VALLEY CIVIC COMPLEX TEAM LEADER, *CHRIS HESS.

To whom it may concern:

Please accept this letter of recommendation in regard to McCownGordon's exemplary construction management services on past work with the City of Olathe, Kansas. I have worked with their team on multiple construction management at risk projects, including the Olathe Community Center and the Indian Creek Library adaptive re-use.

Hired early in the preconstruction phase, the McCownGordon team collaborates seamlessly with our selected architects. Their estimating team develops reliable, detailed cost estimates from the very earliest stages, which allows us to accurately track the construction costs and to make design adjustments accordingly to keep the project on budget and aligned with our community's expectations. The preconstruction team recommended a number of creative, cost saving alternatives to make sure we maximize the value of the public investment for our iconic civic buildings.

McCownGordon manages a very fair, transparent bidding process that ultimately allowed numerous local and regional contractors to share in the work. Additionally, McCownGordon continues to be a reliable partner to our team long after the construction process and warranty periods have ended. They have become invested partners in our community.

Civic projects like ours often have many interested parties, including government leaders and community members. McCownGordon does an exceptional job of facilitating strong communication among all the players. This talent for coordination is perhaps the strongest asset that McCownGordon brings to our projects.

McCownGordon is truly a partner throughout the entire construction process. I am pleased to recommend them to prospective clients and for future work. If you have any questions or need additional information, please let me know.

Sincerely,

Susan Sherman
Assistant City Manager

SECTION 05



BRETT TAYLOR, PM, WITH OTHER TEAM MEMBERS ON SITE AT THE MISSOURI INNOVATION CAMPUS PROJECT

Personnel

The right team is right here.

We have selected team members with relevant expertise, that will be available and dedicated to the Grain Valley civic complex project. Their existing experience together, with the City, and building similar facilities will streamline the preconstruction and construction efforts.

EXPERIENCE

Our team has extensive experience managing civic projects with recreation and aquatics, public safety and administration facilities. McCownGordon is recognized as one of the region's top construction firms and a leader in delivering construction management at-risk services.

We understand the level of collaboration and communication required to manage projects that will serve the community, and the City of Grain Valley has our commitment and dedication to deliver. We also know the importance of having highly qualified staff on site every day to ensure each project is delivered safely with the highest level of quality.

COMMUNICATION

Streamlined communication will be a critical factor in determining success. With Chris Hess serving as Team Leader, our team's existing camaraderie and open communication styles, we are confident in our ability to provide and open-book and transparent process for the City of Grain Valley.



HY-VEE ARENA | COMMUNITY & YOUTH SPORTS FACILITY



Chris Vaeth DBIA, LEED AP

Principal in Charge

Chris leads the Kansas City market for McCownGordon, providing valuable input and solutions to a myriad of local clients. Utilizing his extensive knowledge and background as a project management and preconstruction executive, Chris's experience adds significant value to project teams.

With vast experience in managing a variety of projects Chris focuses on projects with collaborative delivery methods including construction management and design-build. He provides his teams with the overall leadership to foster good communication and drive value.

Chris will be involved in the project early to set the team up for success in finding project solutions for the Grain Valley civic complex. He will support our team of project leaders providing corporate commitment and ensuring all resources are available for the project team.

EXPERTISE

- Specialist at working with clients to create value in early project stages
- Extensive experience with fast-track construction
- Civic construction expert
- History of working with Helix Architecture
- Experience with large site developments
- Creative problem-solver

EDUCATION

B.S. Civil Engineering
University of Missouri-Rolla

AWARDS

Top Young Professional, ENR Midwest, 2019

40 Under 40, Ingram's Magazine, 2015

SELECT CM AT RISK PROJECT EXPERIENCE

Foutch Brothers
Hy-Vee Arena (Kemper Arena Renovation)
Kansas City, Missouri
352,000 SF | $28,800,000
Principal in Charge

City of Mission
Public Works Facility
Mission, Kansas
23,000 SF | $3,600,000
Project Executive

City of Manhattan
Flint Hills Discovery Center
Manhattan, Kansas
34,900 SF | $21,000,000
Project Executive

City of Overland Park
Tomahawk Community Center Tenant Improvements & Regional Pools
Overland Park, Kansas
43,500 SF | $12,150,000
Senior Project Manager



JOHNSON COUNTY, KANSAS | ARTS & HERITAGE COMMUNITY CENTER



Chris Hess LEED AP

Team Leader

Chris brings leadership and a passionate commitment to serving the client to his project teams. His collaborative communication style allows his teams to work effectively together, resulting in highly successful projects for all team members.

He has extensive experience with civic facilities and has been involved with many similar projects for the firm.

As Team Leader, Chris will oversee all aspects of project construction, from preconstruction through project closeout. He will play a significant role in the early stages of the project developing schedule strategies, overseeing the budgeting process, and contract negotiation. Throughout the project, he will serve as the executive level client contact, ensuring all client goals are achieved.

EXPERTISE

- Engaging leader, creating dynamic relationships for his project teams
- Civic construction expert
- Extensive experience with campus and large site construction
- Past experience with all members on the project team
- Experience with community-based projects like schools and community centers which require voter buy-in

EDUCATION

MBA, Rockhurst University

B.S. Construction Management
Kansas State University

AWARDS

40 under 40, Ingram's Magazine, 2012

Project Manager of the Year Nominee, American Subcontractors Association of Kansas City, 2009

SELECT CM AT RISK PROJECT EXPERIENCE

City of Olathe
Indian Creek Library Adaptive Re-use
Olathe, Kansas
45,000 SF | $14,600,000
Team Leader

Johnson County, Kansas
Arts & Heritage Center
Overland Park, Kansas
67,450 SF | $16,000,000
Team Leader

City of Olathe
Olathe Community Center
Olathe, Kansas
72,000 SF | $23,500,000
Team Leader

Central Jackson County Fire Protection District
Fire Training & Maintenance Facility
Blue Springs, Missouri
28,100 SF | $2,400,000
Team Leader

McCownGordon CONSTRUCTION



CITY OF KANSAS CITY, MISSOURI | LAW ENFORCEMENT MEMORIAL GARDEN



Cole Mayer LEED AP

Preconstruction Manager

Cole has been developing budgets and schedules for the construction industry for 17 years. His depth of estimating experience gives him the knowledge needed for developing creative cost-saving solutions for your project.

Cole brings both a passion for the project in addition to extensive community center experience. In his career, he has completed a running total of 13 different community and aquatic centers and 7 public safety projects.

As preconstruction manager, Cole will lead all preconstruction activities including cost estimates, cost analysis, master budgeting, scheduling and establishing the GMP (guaranteed maximum price). He will be actively involved in the preconstruction of the project, working closely with the team.

EXPERTISE

- Civic preconstruction expert; specifically with city, public safety and recreation facilities
- Expert in creating value early through target-value design process
- Transparent, partnership approach to solve project challenges early
- History of delivering projects on-budget for his clients

EDUCATION

B.S. Construction Management
South Dakota State University

AWARDS

ASAC Estimator of the Year Award 2015, American Trade partners Association of Colorado,

SELECT CM AT RISK PROJECT EXPERIENCE

City of Independence
Independence Communications Center
Independence, Missouri
6,000 SF | $3,100,000
Preconstruction Manager

City of Kansas City, Missouri
Kansas City Regional Law Enforcement Memorial Garden
Kansas City, Missouri
$3,000,000
Preconstruction Manager

Estes Valley Parks and Recreation District
Estes Valley Community Center
Estes Park, Colorado
49,000 SF | $22,400,000
Preconstruction Manager

Adams 12 Five Star Schools
Veterans Memorial Aquatic Center
Thornton, Colorado
52,000 SF | $15,700,000
Preconstruction Manager


CITY OF SHAWNEE | FIRE STATION 74



Brett Taylor LEED Green Associate

Project Manager

Providing a great deal of organization, Brett has had the opportunity to be part of a wide array of projects. From the large campus development at the Missouri Innovation Campus to a plethora of public safety projects, Brett's reliability and consistency are displayed in all of his work.

A natural multi-tasker, the varied responsibilities of project management suit him perfectly. In the course of an average workday, he is coordinating with clients and subcontractors, ensuring everyone is in the right place at the right time with the appropriate materials and tools.

As a project manager, Brett will be involved in the day-to-day coordination between the client and architect. He will be responsible for owner and trade partner contracts, submittals, RFIs, budgets, schedule development and management, and running subcontractor and OAC meetings.

EXPERTISE

- Civic and public safety building expert
- Aquatics construction experience
- Recent experience working together with project superintendent, Jeff Clemmons
- Client-first management approach

EDUCATION

B.S. Construction Science and Management
Kansas State University

B.A. Business Management
University of Iowa

AWARDS

Project Manager of the Year Nominee, American Subcontractors Association of Kansas City, 2018

SELECT CM AT RISK PROJECT EXPERIENCE

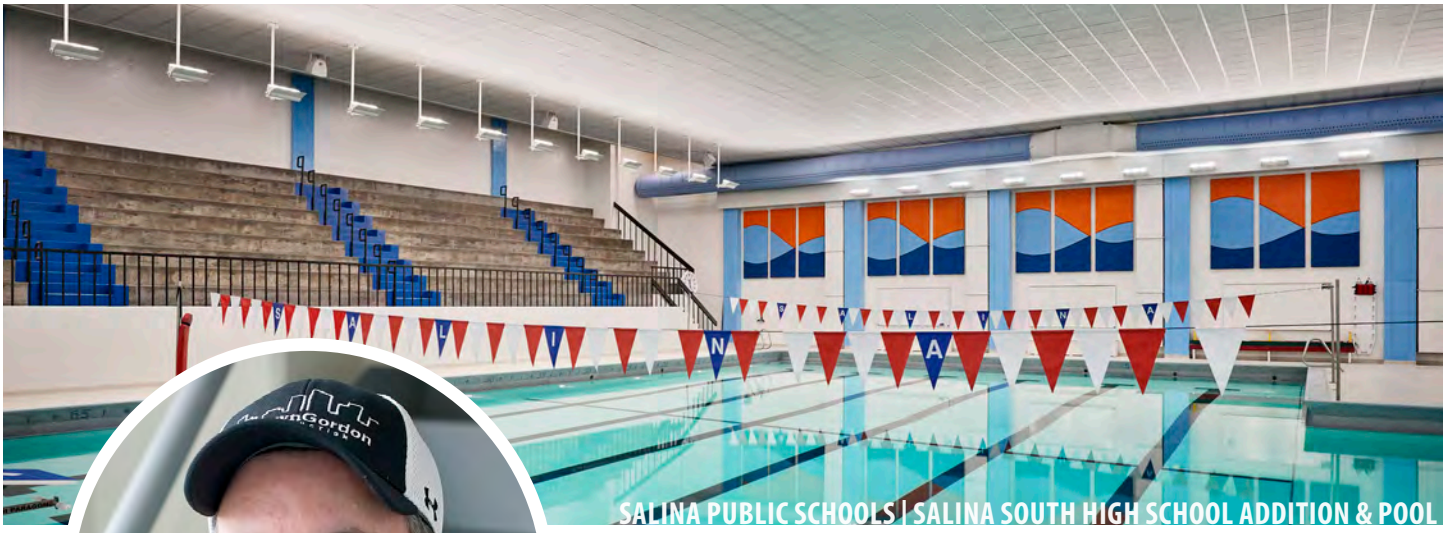
Belton School District
Belton High School Additions & Pool
Belton, Missouri
95,000 SF | $27,000,000
Project Manager

City of Shawnee
Fire Station No. 74
Shawnee, Kansas
9,200 SF | $3,800,000
Project Manager

City of Kansas City, Missouri
KCMO Fire Station 15
Kansas City, Missouri
12,220 SF | $6,700,000
Project Manager

Johnson County, Kansas
Johnson County Justice Annex
Olathe, Kansas
47,000 SF | $5,600,000
Project Manager

McCownGordon CONSTRUCTION


SALINA PUBLIC SCHOOLS | SALINA SOUTH HIGH SCHOOL ADDITION & POOL



Jeff Clemmons

Superintendent

Jeff provides strong, results-driven leadership on his project sites. He believes that a highly organized and clean job site results in a safer job site and ultimately higher productivity.

Jeff's experience includes civic buildings, office spaces and aquatics for a multitude of client types.

As a project superintendent, Jeff will work with the entire project team, with on-site responsibilities of proactive planning, coordinating all materials and contractor activity, ensuring compliance with drawings and specs, monitoring safety, and working closely with the CB Richard Ellis and State Street to fully understand construction goals and each building's function.

EXPERTISE

- Aquatics construction experience
  - Recent experience working together with project manager, Brett Taylor
  - New site development project experience
  - Civic project experience
- Community support builder with social media project updates (on both Twitter & Instagram)

CERTIFICATIONS

OSHA 10 Hour & 30 Hour
Scaffold Certified
Adult CPR/First Aid
ASHE Certified
Excavation Competent person
Fall Protection

AWARDS

Superintendent of the Year,
Nominee, American Subcontractors Association of Kansas City, 2009

SELECT CM AT RISK PROJECT EXPERIENCE

Belton School District
Belton High School Additions & Pool
Belton, Missouri
95,000 SF | $27,000,000
Superintendent

Johnson County, Kansas
Courthouse Annex Renovation
Olathe, Kansas
23,400 SF | $4,300,000
Superintendent

Salina Public Schools USD 305
Salina South High School Renovations, Addition & Pool
Salina, Kansas
230,000 SF | $42,900,000
Superintendent

FCS Financial
Office Building
Harrisonville, Missouri
7,900 SF | $3,600,000
Superintendent



CITY OF KANSAS CITY, MISSOURI | KCI AIRPORT CUSTOMS RENOVATIONS



Ryan Schaaf

MEP Manager

Ryan will add crucial knowledge when it comes to the MEP systems of your project. His experience includes more than 20 years in the industry on projects ranging from healthcare and education to corporate and civic projects. Ryan will work proactively with the entire design team, as well as collaborate with the virtual design and construction specialist and trade contractors to ensure the systems are installed and function properly.

As a Grain Valley resident, Ryan also brings the added passion for the project as a potential future user for many of the new civic complex amenities.

As MEP manager, Ryan will oversee all MEP conflict avoidance coordination. Ryan will play a major part in the preconstruction phase of the project assisting the owner in thoughtful MEP decisions and be a expert resource for the team throughout construction and closeout.

EXPERTISE

- New construction MEP analysis including life-cycle costs
- Specialist role supports project team through preconstruction and construction process
- Campus development experience
- Grain Valley resident

EDUCATION

B.A. Interdisciplinary Studies
University of Missouri

CERTIFICATIONS

Adult CPR/First Aid
ASHE Certified
OSHA 10 Hour

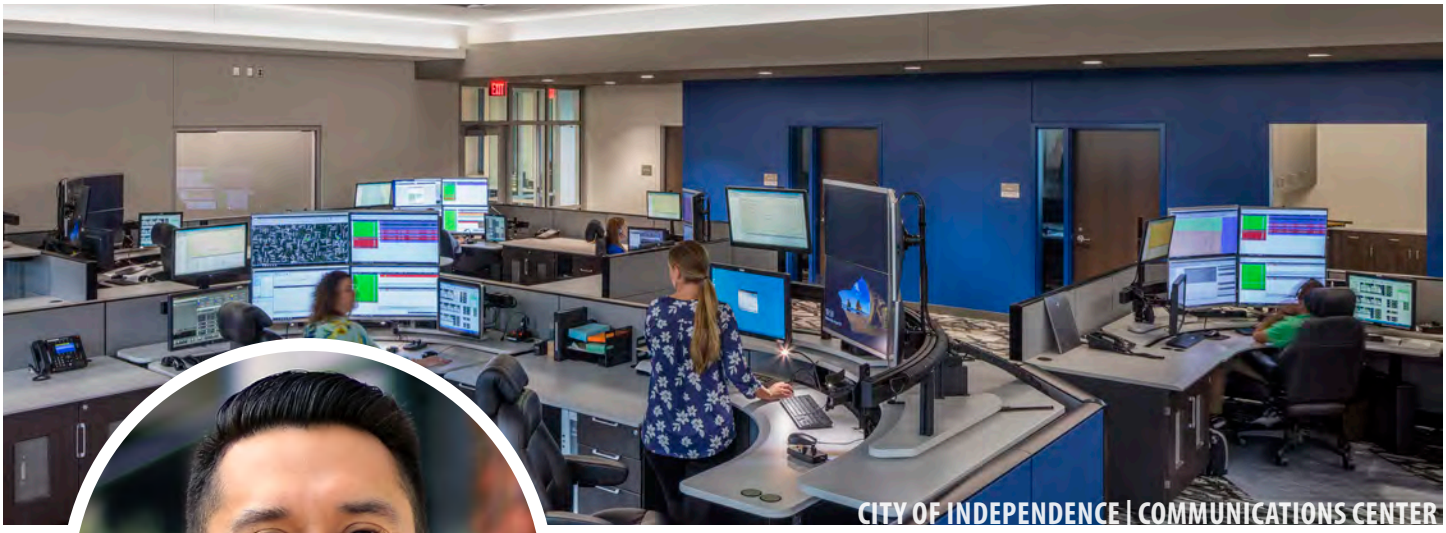
SELECT CM AT RISK PROJECT EXPERIENCE

Children's Mercy Hospital
Children's Research Institute
Kansas City, Missouri
393,000 SF | $157,000,000
MEP Manager

Gardner-Edgerton USD 231
Gardner Edgerton High School Addition and Renovation
Gardner, Kansas
57,000 SF | $12,200,000
MEP Manager

Foutch Brothers
Hy-Vee Arena (Kemper Arena Renovation)
Kansas City, Missouri
352,000 SF | $28,800,000
MEP Manager

City of Kansas City, Missouri
KCI FIS / Customs Renovations
Kansas City, Missouri
21,700 SF | $10,900,000
MEP Manager



CITY OF INDEPENDENCE | COMMUNICATIONS CENTER



Pat Contreras

Community Outreach, Project Development Manager

Pat understands that civic facilities aren't just buildings; they're the foundation of a community. As part of our team's commitment to community outreach, Pat will work closely with the City and the design team to enhance the communication within the community prior to the project.

With a background in governmental affairs and public policy, Pat will serve as a helpful resource and leverage his experience for your project's benefit.

As a part of the project's community outreach efforts, Pat will play a role to ensure supplier diversity goals are met and help ensure an equal opportunity for all contractor participation. Pat will facilitate the team in dedicating resources to your team, finding ways to support your goals and initiatives.

EXPERTISE

- Community support specialist
- Powerful network to help make development needs a reality
- History of success with public engagement
- Project team resource for meeting supplier diversity goals

EDUCATION

B.A. International Relations
BSBA Economics
Saint Louis University

MPA
Columbia University

AFFILIATIONS

Teach for America Champions Board Member
Land Clearance for Redevelopment Authority Commissioner

SELECT CM AT RISK PROJECT EXPERIENCE

Habitat for Humanity of Kansas City
Habitat for Humanity KC Office Renovation
Kansas City, Missouri
12,000 SF | $3,500,000
Community Outreach

City of Kansas City, Missouri
Kansas City Regional Law Enforcement Memorial Garden
Kansas City, Missouri
$3,000,000
Community Outreach

City of Independence
Independence Communications Center
Independence, Missouri
6,000 SF | $3,100,000
Community Outreach

City of Kansas City, Missouri
KCI FIS / Customs Renovations
Kansas City, Missouri
21,700 SF | $10,900,000
Community Outreach

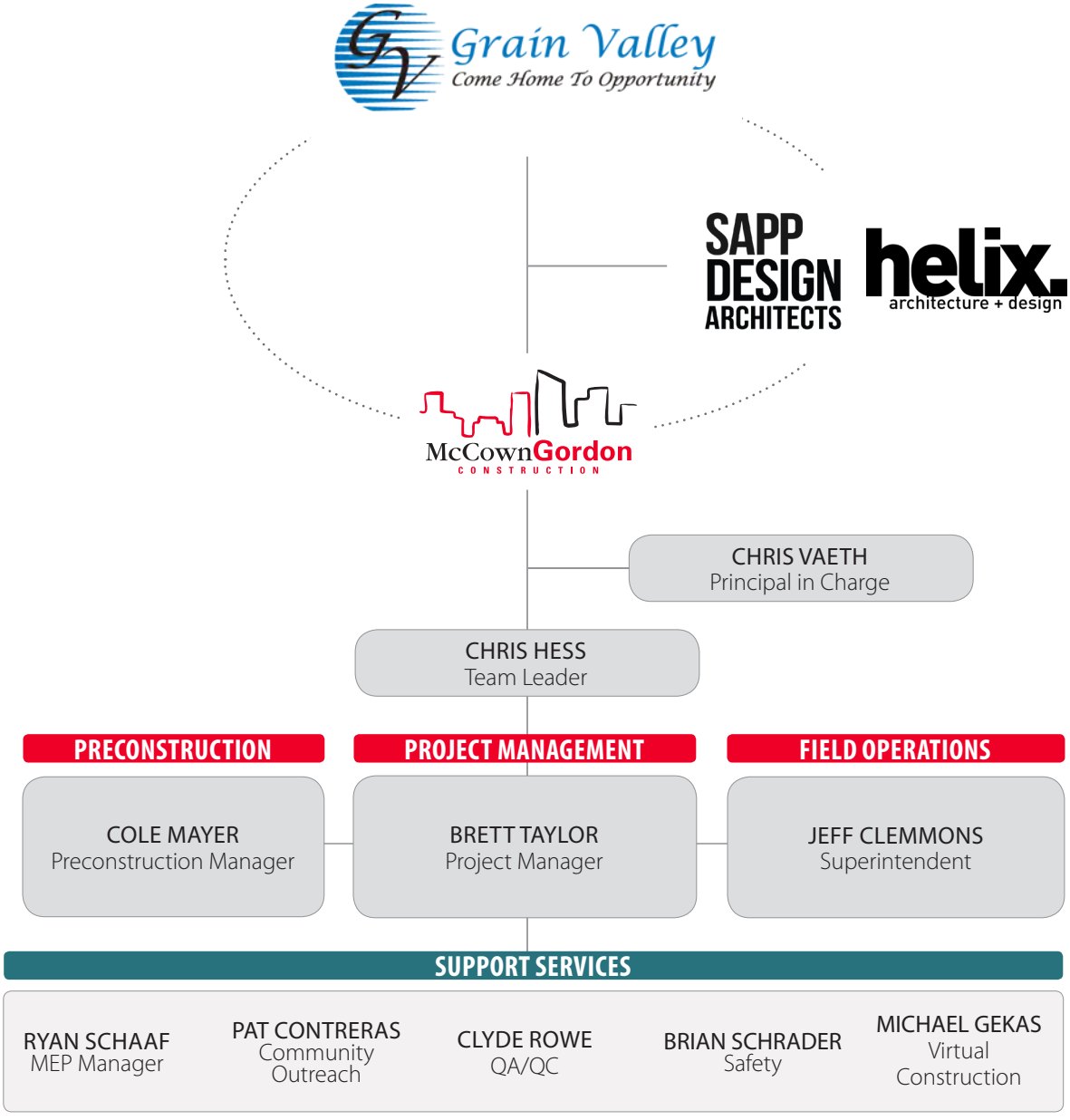
SECTION 06

Organization

Building is our passion.

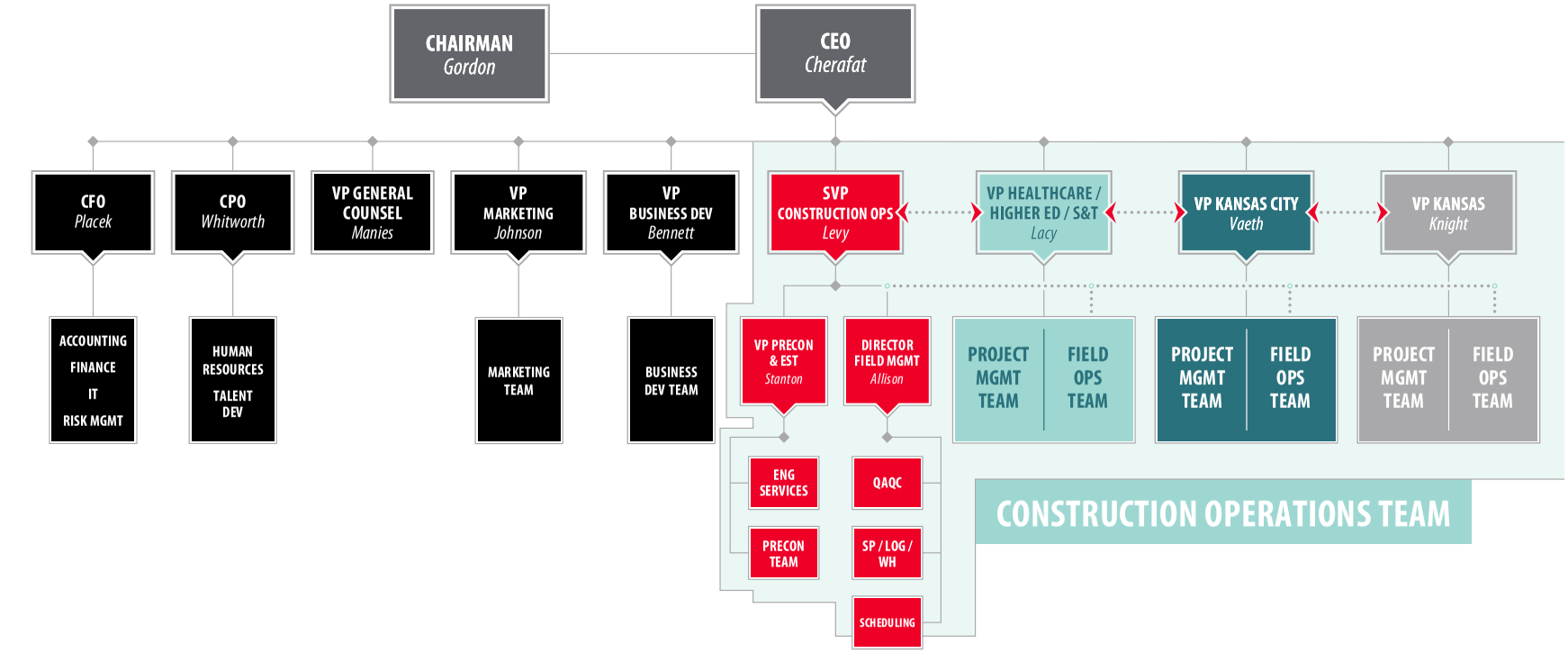
The McCownGordon team understands you are looking for a partner and a knowledgeable construction manager that can successfully deliver your civic complex. Our team is highly experienced in working with our clients to deliver a project that exceeds their expectations. Our approach will focus on collaboration and adaptability to meet your needs for today—and long into the future.

PROJECT ORGANIZATION CHART

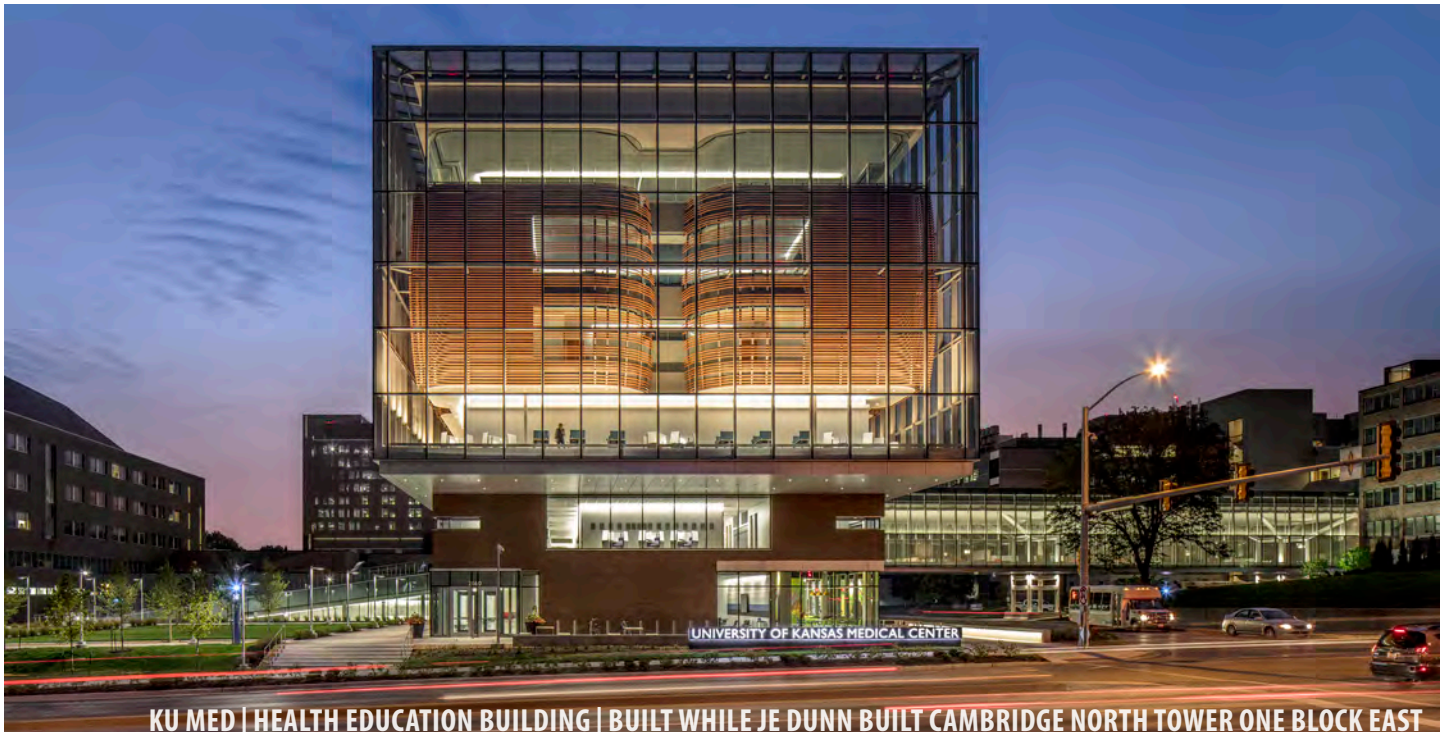


COMPANY ORGANIZATION CHART

As a Kansas City company, we care about the projects developed and built around our hometown and region. As a locally-grown firm, we are excited to see the Grain Valley community continue to grow and thrive.



SECTION 07



KU MED | HEALTH EDUCATION BUILDING | BUILT WHILE JE DUNN BUILT CAMBRIDGE NORTH TOWER ONE BLOCK EAST

Coordination

Preplanning to eliminate the guessing game.

Coordination on site will be a crucial factor for success in construction of the Grain Valley civic complex. With multiple construction managers and upwards of 30 different trade partners on site for the project, skillful coordination and logistics planning will streamline the process for the City of Grain Valley.

COORDINATION WITH LIBRARY CMAR

McCownGordon has completed many new construction and renovation projects with multiple construction managers on the same site; sharing and coordinating jobsite access, delivers, utility tie-ins and more. Below is a list of examples in the last few years alone.

University of Kansas Medical Center (KU Med) Health Education Building | *This ground-up project was built on the active campus while JE Dunn was on the campus just east of the project completing the newest Cambridge North Tower.*

Children's Mercy Hospital Research Tower | *Built on top of an existing parking garage designed for the tower, this active project site on Hospital Hill requires coordination with multiple other contractors on site for the hospital.*

LMH West Campus | *A new outpatient facility in Lawrence, this project includes working with the developer and another onsite contractor to coordinate the new water line loop around the project site.*

KU Central Development District | *Completed as a joint-venture with Clark Construction, this large campus development required close coordination with a separate construction manager completing new on-site housing within the same jobsite.*

Prairiefire Museum & Development | *This new development required coordination with multiple other onsite contractors including one completing the co-located new residential complex and multiple contractors completing tenant interiors.*

McCownGordon CONSTRUCTION

COORDINATION OF TRADE PARTNERS

Communication is crucial to the success of a project, and is especially true between the contractor and the trade partners. McCownGordon takes pride in the partnering approach to managing trade partners on projects, and have in place standard meetings to assure communication is open and two-way to provide seamless onsite coordination.

Trade Partner Buy-Out Meetings – These meetings are specific to each trade to ensure there are no gaps or overlaps in the scope of work.

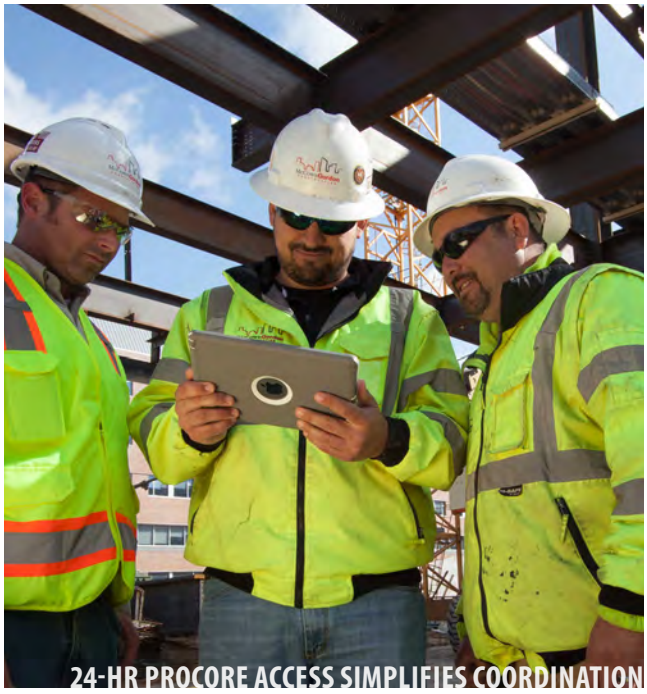
*Project Kick-Off Meeting*s – McCownGordon brings all of the trades together for this initial meeting. It is conducted to outline the project requirements and to communicate the owner's and our expectations. At these meeting the following will be addressed conveyed: site/safety plan, scheduling, project coordination and communication expectations.

Pre-Install Meetings – Prior to mobilization on site, a meeting will be conducted with each trade partner. Plan sheets and specifications are carefully reviewed with each trade to ensure a complete understanding of the project requirements, and identify any coordination with other trades. These meetings also initiate the QA/QC process for the project. McCownGordon QA/QC inspection forms are also reviewed at this meeting t inform each contractor the specific items the McCownGordon field staff will be inspection throughout the project.

Weekly Coordination Meetings – Once construction commences, the McCownGordon field manager will meet with all on-site trade partner foremen to review and discuss safety, QA/QC, schedule, critical and upcoming work activities, communicate potential changes and coordination with other trades. We strive to have these meetings prior to the OAC meetings, so we can accelerate anything that needs to be communicated to the owner and/or design team.

Weekly Trade Partner Progress Meetings – Conducted by the project manager, all trades working on-site, or scheduled to be on site within two weeks of the meetings are required to attend. This includes trade partner PM and foremen. Addressed in these meetings are review of safety, schedule, design changes, RFI's and status of submittals.

All throughout the project, issues that impact multiple trades are addressed at several field meetings. Working with a partnership approach, we deliver the best building experience for trade partners and owners alike.



24-HR PROCORE ACCESS SIMPLIFIES COORDINATION



WORKING AS PARTNERS DELIVERS BETTER RESULTS

SECTION 08



HOSTING A SAFETY STAND-DOWN. OUR TEAM IS LEADING THE WAY IN PROMOTING A SAFER JOBSITE ON EVERY PROJECT.

Risk Management

Safety really does come first around here.

The McCownGordon team adheres to strict procedures for both themselves and those working on a project site. No matter the job. No matter the circumstances. We provide a safe working environment.

As a leader in the construction industry, we empower and hold all associates accountable to higher standards in order to enhance the safety and health of all those working on a project site. We strive to achieve an elite safety culture for all project sites. We are able to do this by constantly updating and improving safety procedure in order to provide maximum protection, performance and safety. We believe in continually setting the bar higher.

In 2018, McCownGordon was honored with first place for a general contractor in the Safety Excellence Awards by the Builder's Association, Missouri Department of Labor Standards, Kansas Department of Labor and the Occupational Safety and Health Administration. In 2016, we were awarded the highest honors in all three categories (including first place as a general contractor) for having a top-notch safety program. In fact, our Safety Director Brian Schrader was awarded the Safety Professional of the Year award.



McCownGordon CONSTRUCTION

EXPERIENCE MODIFICATION RATING

McCownGordon's current EMR reflects our successes in providing safe construction sites for our staff, clients, partners and community pedestrians.

	EMR
2018	0.61
2017	0.63
2016	0.81



INCIDENT RATES

Our efforts to maintain safe jobsites and adhere to risk management have resulted in an incident rate that is consistently well below industry averages. We recently achieved working 2 million hours without lost time, equivalent to 5 years of work completed by our team.

McCownGordon has never had any environmental compliance issues or citations. Asbestos, lead, storm water, etc. are all managed according government regulations. These results are well below the national incident rates for our classification.

	OSHA INCIDENT RATE (INDUSTRY %)	OSHA RECORDABLES (# OF ACTUAL RECORDABLES)
2018	0.87	3
2017	.93	3
2016	0	0

SUMMARY OF SAFETY RECORD

Our firm has an excellent safety record and is a leader in the industry when it comes to safety practices, as demonstrated by our EMR, industry rates and safety awards. If you would like to review our OSHA logs, safety program or any other safety-related items, we would be excited to share them with you. If you wanted to see our safety efforts first hand, we would be glad to escort you to our jobsites.

SUMMARY OF SAFETY PROGRAM TO BE USED

Safety will be a priority throughout the construction of the Grain Valley civic complex. The project will follow a site-specific safety plan that will be developed further with the owner and the trade partners prior to the start of construction.

Many of the processes outlined below are incorporated as part of our Build Safe partnership with OSHA that helps to ensure a safe working environment for all individuals involved in the project. By following our stringent safety plan, we have maintained an excellent safety record.



Leadership. The civic complex project team, made up of the on-site superintendent, Jeff Clemmons, safety director, Brian Schrader, and project management staff, led by Brett Taylor, will be dedicated to overseeing our risk management program. Jeff Clemmons, superintendent, will lead the safety effort and our safety director will remain involved in the day-to-day operations to ensure all parties involved are clear with their safety responsibilities. Safety starts at the top for McCownGordon, and there are no exceptions.

Logistics. With the site being located adjacent to an active neighborhood, great care will be necessary to coordinate deliveries, access, storage and staging. Easy to read signage will be posted to provide clarity and ease for vehicular and pedestrian traffic, and all road or sidewalk impacts will be coordinated in advance.

Accountability. We have helped raise the bar for numerous companies' safety programs simply because we expect our teams to enforce safe practices. It is mandatory for each trade partner to submit their company safety program and conduct weekly safety meetings that must be submitted to McCownGordon. New employee orientations will be mandatory for all construction workers on the project site. The orientation will provide a basic assurance that all construction staff is aware of job site specific rules and guidelines essential to jobsite safety.

Daily Education. McCownGordon will conduct regular safety inspections and "tool-box talks." Immediate action will be taken for any deficiencies noticed. All deficiencies are documented and sent to the trade partner's site foreman and project manager to ensure compliance is maintained.

As design progresses, we will put together a site-specific safety plan. A few focus areas our safety team has identified at this preliminary stage include the following:

PUBLIC SAFETY

Our team will plan ahead to minimize traffic along Sni-A-Bar Road, west of Buckner Tarsney Road. Our goal is to minimize the impact on the residential neighborhood adjacent to the site.

AQUATICS CONSTRUCTION

Aquatics construction is unique from a safety perspective. Construction sequencing requires multiple trades working around a large open excavation. A specific plan will be created from input from all affected trade partners to coordinate sequencing so that the fall hazards are minimized. A focus on physical barriers, proper equipment and personal protective equipment will be used to ensure the work is executed safely.

PRE-QUALIFICATION OF TRADE PARTNERS

All trade partners will be evaluated using our on-line pre-qualification process (SCORE) to ensure safety records are reviewed prior to selection and any concerns discussed before executing contracts.

PRE-INSTALLATION MEETINGS

Safety will be discussed as part of the pre-installation meetings to set expectations and requirements before mobilizing. We expect trade partners to walk onto the job with the right tools, equipment, safety training and mindset to complete their work safely.

SECTION 09



Financial Statements

Strength + stability to protect your project.

McCownGordon is proud of our financial stability, which is evidenced by our bonding and backlog capacity. With a solid balance sheet, our bonding capacity exceeds $700 million. We have an excellent banking relationship with Commerce Bank and hold a $10 million line of credit with nothing outstanding. The performance of our team demonstrates our firm's integrity, one of our firm's core values, every day.

Our team is prepared and willing to furnish financial statements upon request; because you deserve to know the financial strength of your selected partner.

ZERO
LITIGATION
OR
ARBITRATION
SINCE OUR INCEPTION

McCownGordon CONSTRUCTION

SECTION 10



FORTUNE MAGAZINE - #19 GREAT COMPANY TO WORK FOR IN THE NATION (MID-SIZE), 2018

Awards

Celebrating a job well done.

McCownGordon is honored to have received recognition from many for the company we have built and for the projects that we are so proud to build. We are 100% employee owned, we've been named a Best Places to Work, Great Company to Work For and more for many years, and we believe these accolades are a true reflection of the people you will encounter when you work with McCownGordon. Our team is made up of smart, passionate and fun construction experts who will truly deliver the best building experience for the City of Grain Valley.

Below is a select list of our recent awards.

AWARDS AND RECOGNITION

Great Company to Work For - #19, Fortune Magazine, 2018

Top Contractors List, ENR Midwest, #25 in the Midwest, 2018, and #29 in the Midwest, 2017

Best Places to Work, Kansas City Business Journal, 2005-2019 (Fourteen years in a row)

Safety Excellence Awards, Builder's Association, Missouri Department of Labor Standards, Kansas Department of Labor and OSHA, 1st Place in 2018 and 2016 and Grand Winner in 2016

General Contractor of the Year, American Subcontractors Association, KC Chapter, 1st Place in 2016, 2009, 2005 and 2003; Finalist in 2018, 2017, 2015, 2014, 2008, 2007, 2006 and 2004

Best Companies to Work For, Ingram's Magazine, 2018, 2013, 2010

Kansas City's Healthiest Employers, Kansas City Business Journal, Finalist, 2018, 2017, 2016, 2015, 2014, 2012, 2011

Builders' Safety Excellence Award, The Associated General Contractors of America, First Place, 2011

OSHA Build Safe Program Member, Builders Association & American General Contractors, KC Chapter

McCownGordon CONSTRUCTION

Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/08/2019, 04/22/2019	
BILL NUMBER	B19-10	
AGENDA TITLE	**AN ORDINANCE AMENDING CHAPTER 600 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO ALCOHOLIC BEVERAGES**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Theresa Osenbaugh, Assistant City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To update the alcoholic beverages regulations	
BACKGROUND	The Board of Aldermen had previously directed staff to fully review Chapter 600: Alcoholic Beverages of the Municipal Code and bring forward any amendments which would bring the Municipal Code up to date and provide for the upmost safety for citizens	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance and Redline Ordinance

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-10* ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: FIRST READING *April 8, 2019 (6-0)*
ALDERMAN BAMMAN

AN ORDINANCE AMENDING CHAPTER 600 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO ALCOHOLIC BEVERAGES

WHEREAS, Chapter 600, Code of Ordinances, City of Grain Valley, Missouri sets the regulations for alcoholic beverages within the City limits;

WHEREAS, Chapter 600 defines important procedures relating to the sale of alcoholic beverages including but not limited to the process for obtaining license and permits, hours of sales, and suspension and revocation of licenses;

WHEREAS, the Board of Aldermen of the City has determined it to be in the best interest of the citizens of the City to conduct a full review and revision of Section 600 Alcoholic Beverages.

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

SECTION 1: Amend Chapter 600-Alcoholic Beverages as follows:

Chapter 600-Alcoholic Beverages

Article I
In General

Section 600.010 Definitions.
The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

ADJACENT PROPERTY
Parcels of ground having a common property line, except that any intervening street, alley, highway or other public highway or other public thoroughfare shall be disregarded.

ALCOHOLIC BEVERAGE
Any malt liquor (beer), wine or intoxicating liquor.

CHIEF OF POLICE
The Chief of Police of the City of Grain Valley, Missouri or his/her duly authorized representative.

CHURCH
A building or structure regularly and primarily used as a place of worship by any religious society, organization or congregation, regardless of whether or not such building or structure was originally designed and constructed for such purpose.

CLOSED PLACE

A place where all entrances are locked and where no patrons are in the place or about the premises.

CONVENIENCE STORE

A retailer selling intoxicating liquors, in the original package, not to be opened or consumed on the premises where sold, with a total selling area for all merchandise of at least two thousand (2,000) square feet, at least seventy-five percent (75%) of which is devoted to the sale of food or other merchandise other than intoxicating liquor.

DWELLING UNIT

One (1) or more habitable rooms that are occupied or are intended or designed to be occupied by one (1) family for living, sleeping, cooking and eating.

EMPLOYEE IDENTIFICATION FORM

The form maintained by the police department which identifies all persons employed by a for sale by drink license holder.

EMPLOYEE PERMIT CARD

The permit card approved by the police department which allows a person to be employed by an establishment that sells, dispenses, serves, or delivers alcoholic beverages by-the drink.

FRONTS

The part of the building or structure where the principal entrance of the building or structure affording access to the premises for the public opens upon the street.

INTOXICATING LIQUOR

Means and includes alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes, containing in excess of five percent (5%) by volume.

LICENSEE

The holder of any license issued under the provisions of this Chapter.

LIQUOR LICENSE

The license that every person must obtain from the Board of Aldermen before engaging in a new business of manufacturing, distilling, brewing, distributing or selling at wholesale or retail any alcoholic beverages in the City. A renewal of such license shall be considered upon receipt of a completed renewal application. The Chief of Police shall review each application and provide a recommendation to the Board of Aldermen regarding approval or denial of said application.

MALT LIQUOR

Any beer manufactured from pure hops or pure extract of hops and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure water and free from all harmful substances, preservatives and adulterants.

MANAGING OFFICER

The person who is in active management, as designated by the corporation, and control of the premises who is eligible as an individual to receive a license for the sale of alcoholic beverages and who is a qualified voter of the state.

ORIGINAL PACKAGE

1. For malt liquor, any package in the manufacturer's original container(s) of malt liquor.

2. For intoxicating liquor, any quantity in the manufacturer's original container.

PERMITTEE

The holder of a permit issued under the provisions of this Chapter.

PERSON

Includes any individual, association, joint stock company, syndicate, co-partnership, corporation, receiver, trustee, conservator or other officer appointed by any State or Federal Court.

PREMISES

The bounds of the enclosure where alcoholic beverages are sold or consumed.

RESTAURANT BAR

An establishment having a restaurant or similar facility on the premises, at least fifty percent (50%) of the gross annual income of which is derived from the sale of prepared food or meals consumed on premises.

RETAILER

Any person engaged in the business of selling alcoholic beverages directly to the ultimate consumer at retail.

SCHOOL

Any building that is regularly used as a public, private or parochial, elementary, middle or high school, college, university.

SUBSTANTIAL QUANTITIES OF FOOD

The amount of prepared meals or food consumed on the premises, the sale of which accounts for at least fifty percent (50%) of an establishment's gross income as derived during the three (3) most recent preceding calendar months.

WINE

Any beverage manufactured exclusively from grapes, berries and other fruits and vegetables.

Section 600.020 Chief of Police — Powers and Duties.

A. The Chief of Police shall exercise all powers as they relate to this Chapter. It shall be his/her duty to:

1. Investigate, process and approve new applications of liquor license, presenting all required and requested information to the Board of Aldermen for their final approval prior to issuance of said license. Disapproval for such license by the Chief of Police shall also be presented to the Board of Aldermen for their final disposition.

2. Work in partnership with the City Clerk to maintain and keep a file on each liquor license to include subsequent renewals and other information and/or correspondence as may apply to that license holder, including copies of any police reports of alleged liquor violations or complaints of same by others.

3. Make all reasonable rules, regulations, orders and directions as may be necessary and feasible for carrying out the duties of his/her office, not inconsistent with the provisions of this Chapter.

4. Examine the books and record of any applicant or licensee when reasonably necessary to determine the eligibility of the person applying for a license or renewal license or to determine that the provisions of this Chapter have been fully complied with by such applicant or licensee.

5. Inspect and the licensee shall allow inspection of any licensed premises, without warrant, the licensee having accepted the license and thereby construed as waiving any constitutional provisions concerning search and seizure under this Chapter and all portions of the building or property, including all rooms, cellars, outbuildings, passageways, closets, vaults, yards, attics and all buildings used in connection with the operations carried on under said license, and which are in his/her possession or under his/her control, and all places where liquor is kept or stored and to seize any and all objects which may appear to be in violation of any provisions of this Chapter and hold in custody such objects as evidence until any matter pertaining thereto is finally adjudicated. Upon such seizure, a receipt shall be given and upon demand, if not forfeited, objects shall be returned to their lawful owner after the matter is finally adjudicated, unless same are found to be contraband. If such objects are not claimed by their lawful owner within ninety (90) days after final adjudication, they shall be deemed forfeited. The Chief of Police shall present to the proper court of law, a list of the seized objects for a determination whether the objects seized are contraband. If such objects are not claimed by their lawful owner within ninety (90) days after final adjudication, they shall be deemed forfeited. If such objects seized are found to be contraband, they shall remain in the custody of the Chief of Police. All contraband and unclaimed objects shall be sold by the Chief of Police at auction.

6. Make arrests and serve any process connected with the enforcement of this Chapter.

Section 600.030 Chief of Police — Conflict of Interest.

The Chief of Police or his/her appointees enforcing the provisions of this Chapter shall not have any interest in (directly or indirectly, either by proprietary or by means of any loan, mortgage or other lien, either for their own benefit or in a fiduciary capacity or any other manner) the premises where any alcohol or intoxicating liquor license exists within the City limits of Grain Valley, Missouri.

Section 600.040 Hours of Sale.

A. No person having a license under this Chapter nor any employee of such person shall sell, give away or otherwise dispose of or suffer the same to be done upon the premises any alcoholic beverages in any quantity between the hours of 1:30 A.M. (or 3:00 A.M. for Class "L" license) and 6:00 A.M. on weekdays and Saturdays as well as between the hours of 1:30 A.M. Sunday and 6:00 A.M. Monday. If the person has a license to sell intoxicating liquor

by the drink, his/her premises shall be and remain a closed place as defined in this Section between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. Sunday and 6:00 A.M. Monday except the following:

1. Restaurant bar licenses having a Sunday license as provided for in this Chapter may open at 11:00 A.M. Sunday and shall close at Midnight the same Sunday (or 3:00 A.M. for Class "L" license).

2. Package liquor stores as defined in Section 311.293, RSMo., having obtained a Missouri State liquor license as required may be open at 9:00 A.M. and shall close at Midnight the same Sunday.

B. Daylight-saving time shall not increase or decrease the hours of operation of any licensed premises.

Section 600.045 Certain Holiday and Events, Sale by the Drink on Sunday Allowed.
When January first (1st), March seventeenth (17th), July fourth (4th) or December thirty-first (31st) falls on a Sunday and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday", any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of the existing license on that day during all times otherwise allowable pursuant to said license and notwithstanding any provisions of Chapter **600** or any other provision of law to the contrary.

Section 600.050 Sales of Beverages Not Authorized by License Prohibited.
It shall be unlawful for a licensee authorized by this Chapter to sell alcoholic beverages at retail by the drink for consumption on the premises where sold to keep or allow any other person to keep in or upon the premises described in such license, any alcoholic beverage other than the kind expressly authorized to be sold by such license.

Section 600.060 Responsibility for Acts of Employees.
Licensees are at all times responsible for the conduct of their business and at all times directly responsible for any act or conduct of any employee on the premises that is in violation of the intoxicating liquor laws of the State, the regulations of the Chief of Police and the provisions of this Chapter.

Section 600.070 Sanitation.
Retail licensees shall keep the premises covered by such licenses clean and sanitary as provided in this Code of Ordinances. No license shall be issued under this Chapter until the County Health Officer or his/her assignee has inspected and forwarded his/her approval of the premises to the Chief of Police.

Section 600.080 Beer Licensee Not to Serve Setups nor Permit Possession or Consumption of Intoxicating Liquor.
No permittee or licensee holding a permit or license for the retail sale of malt liquor by the drink shall knowingly sell, give away or serve upon the premises described in such license any glass, ice, water, soda water, phosphates or any other kinds of liquids to be used for the purpose of mixing intoxicating drinks and commonly referred to as "setups"; nor shall any such licensee suffer any

person while in or upon the premises covered by such license to possess or consume intoxicating liquor or to pour into, mix with or add intoxicating liquor to water, soda water, ginger ale, seltzer or other liquid. Sales and consumption of intoxicating liquor and malt liquor shall be allowed only upon premises as licensed in this Chapter.

Section 600.090 Sale to Habitual Drunkards, Intoxicated Persons.

No person shall sell or supply alcoholic beverages or permit the same to be sold or supplied to a habitual drunkard or any person who is under or apparently under the influence of alcoholic beverages.

Section 600.100 Minors — Purchases.

A. Alcoholic beverages shall not be sold or otherwise supplied to any person under the age of twenty-one (21).

B. It shall be unlawful for any person under the age of twenty-one (21) years to purchase or possess alcoholic beverages.

C. It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his/her age or make a false statement willfully about his/her age for the purpose of purchasing or in any way securing from anyone alcoholic beverages. Upon conviction in Municipal Court of such violation, the said minor under the age of twenty-one (21) years shall be subject to Section 302.400, RSMo., commonly known as the *"Abuse and Lose"* Statute, wherein said minor shall be subject to the loss of driving privileges.

Section 600.110 Minors — Sales.

No person under the age of twenty-one (21) years shall sell or dispense or assist in the selling or dispensing of alcoholic beverages unless said person is specifically granted authority to do so by specific provisions within this Chapter.

Section 600.120 Minors — in Sales-By-The-Drink Establishments.

A. In any business licensed in accordance with this Chapter where at least fifty percent (50%) of the gross sales made consists of goods, merchandise or commodities other than intoxicating liquor in the general package, persons at least eighteen (18) years of age may stock, arrange displays, accept payment for and sack for carryout intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty-one (21) years.

B. Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter/waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under the age of twenty-one (21) years of age to mix or serve across the bar, intoxicating beverages.

C. It shall be unlawful for any person under the age of twenty-one (21) years to enter the premises of a licensee holding a sales-by-the-drink license under this Chapter unless such minor is accompanied by either his/her parent or legal guardian; provided however, that

nothing in this Section shall be construed as prohibiting the entrance of any person defined in the Section as lawfully being employed on such premises.

D. It shall be unlawful for any person under the age of twenty-one (21) to have in his/her possession any alcoholic beverage unless such person is specifically granted authority to possess alcoholic beverages as provided by this Chapter.

Section 600.130 Deliveries.

No wholesale licensee shall deliver to or cause to be delivered to any premises alcoholic beverages unless there shall be prominently displayed therein a license issued by the Chief of Police to the person purchasing such alcoholic beverages, designating such purchaser as a person licensed to sell on such premises the kind of alcoholic beverages the wholesale licensee is about to deliver.

Section 600.140 Possession Restricted.

No person shall possess alcoholic beverages purchased within the City unless the same has been acquired from some person holding a duly authorized license to sell the same under this Chapter or unless such alcoholic beverages are had or kept with the written permission of the State Supervisor of Liquor Control and the package in which the alcoholic beverages are contained and from which they are taken for consumption have, while containing alcoholic beverage, been labeled and sealed with the official seal prescribed under the State law and the regulations made thereunder.

Article II
Licenses and Permits

Section 600.150 Licenses — Required, Period of Time — Application.

A. It is hereby declared to be unlawful for any person, either by himself/herself or through the use of agents or servants, to engage in the manufacture, brew, sale or distribution, or exchange for donation of alcoholic beverages within the city limits without first having obtained a liquor license authorizing such manufacture, brewing, sale, distribution, or exchange for donation in compliance with the terms of this Chapter.

B. A license shall be issued for a period of one (1) year from July first (1st) through June thirtieth (30th).

C. Renewal applications must be received by the City Clerk no less than thirty (30) days prior to the date of expiration of the current license. Failure of a licensee to make such renewal application thirty (30) days prior to the expiration of the current license shall be considered to constitute abandonment and the licensee shall forfeit his/her current license upon expiration of such license. The Chief of Police may, at his/her discretion, upon satisfactory evidence, determine that a late renewal may be reinstated, prior to the expiration of the current license until Midnight of the final day of expiration, after which that said license shall be deemed abandoned.

D. *Form And Contents.*

1. Any person desiring to secure a license under the terms of this Chapter shall secure a formal application for same from the City Clerk, including a renewal application for existing

licenses. Each question in the application shall be completed in full and will be considered material to the issuance of such license.

2. Upon request by the Chief of Police, additional information may be requested and must be provided by that applicant.

E. *Required Information.* The following information shall be required, in addition to any other information that the Chief of Police shall deem necessary, for a new application and for a renewal application, such required information being already on file, unless there has been a change of any kind, said required information having already been submitted and approved is not necessarily required, at the discretion of the Chief of Police:

1. If a partnership, all names, residential addresses, dates of birth and Social Security numbers of the partners or any person who has a financial interest in the partnership.

2. If a corporation, the date of incorporation, the State in which incorporated, the amount of paid-in-capital, the amount of authorized capital, the names, residential addresses, dates of birth of all shareholders and officers.

3. The name and residential address of any persons having a financial interest in the building and property.

4. The name, residential address, date of birth and Social Security number of the person applying for the license, if said person is a "naturalized citizen" and, if so, the date and place of naturalization.

5. Whether or not any person or persons with any financial interest in the business has ever been convicted of a felony and the facts pertaining thereto.

6. The address of the premises for which the license is sought.

7. The class of license sought.

8. Every applicant must submit a certificate of registration from the Election Board from the County where he/she resides stating that the applicant or said officer of applicant, if a corporation, is a qualified legal voter in the State of Missouri.

9. Copy of his/her property tax receipt for the year immediately preceding the date of the application from the County, Town, City or Village where he/she resides in the State of Missouri; or if applicant is a corporation, a copy of the property tax receipt for the year immediately preceding the date of the application of the managing officer of such corporation of the County, Town, City or Village in the State of Missouri where such managing officer resides or, in lieu thereof, an affidavit of the County or City Assessor wherein such applicant resides or, if the applicant is a corporation, wherein the managing officer of such corporation resides, stating therein that the applicant or managing officer of such corporation, if a corporation, owns property for which he/she is legally subject and liable to taxation in the County, Town, City or Village where applicant or, if a corporation, the managing officer or applicant resides in the State of Missouri.

10. Copy of a "No Sales Tax Due" as issued by the State of Missouri for the business which the liquor license will be operating under.

11. When license is applied for the first (1st) time, the person submitting the application shall furnish a photograph of the exterior of the premises of the proposed place of business and one (1) set of drawings of the floor plan of the premises with specifications of the fixtures contained therein. If changes to the premises or fixtures are made, new plans indicating such changes must be submitted to the Chief of Police.

F. *Fingerprints And Photographs.* All persons applying for a license under this Chapter shall furnish to the Chief of Police two (2) recent photographs, passport size and shall be fingerprinted. If applicant is a partnership, all partners shall submit photographs and shall be fingerprinted as required herein. If the applicant is a corporation, the managing officer(s) shall be fingerprinted and submit photographs as required. The Chief of Police, at his/her discretion, may make similar requirements of the officers, directors and any shareholders of such corporation.

G. *Execution By Applicant.* Application for a license under this Chapter shall be made by the individual who is, in fact, actively engaged in the actual control and management of the premises for which said license is sought.

H. *Fees.* Each application for license referred to herein shall be accompanied by payment of the respective fee required. Once an application is received, fees are considered non-refundable. Each applicant to whom a license is issued shall have one hundred twenty (120) days from the date of issuance thereof to begin operation of such establishment for business purposes. If such licensee does not open such establishment for business within the one hundred twenty (120) day time period, such fee may be forfeited and the license issued may be considered invalid, null and void and of no effect as determined by the Board of Aldermen depending upon the facts and circumstances of the delay in opening. Such licensee will then be required to reapply for such license and comply with all requirements set forth in this Chapter. The same fee will be charged upon such reapplication.

Section 600.160 Licenses — Classification, Fees, Scope.

The following classes of liquor licenses and the fee for each license issued under the provisions of this Chapter are hereby established for the manufacturing, distilling, brewing, distributing or selling at wholesale or retail any alcoholic beverages within the City. The fact a license is available does not mean it will be issued, as the Board of Aldermen will consider the overall impact and effect of said licensed premises upon the citizens, neighborhoods and infrastructure of the City, including any increased demand or need for Police monitoring and involvement.

1. Class "A"- Manufacturer of intoxicating malt liquor (Beer)

a. A license for the privilege of the manufacturing and brewing of malt liquor, within the City, which includes the right to distribute such malt liquor as a wholesaler, but not to sell as a retailer.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

2. Class "B" - Manufacturer, distilling, and blending of wine and intoxicating liquors

a. A license for the privilege of the manufacturing, distilling or blending of wine and all kinds of intoxicating liquors containing alcohol in excess of five percent (5%) by weight within the City.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

3. Class "C"- Distributor or wholesaler of intoxicating malt liquors (Beer), wine and liquor

a. A license to distribute, or sell at wholesale, intoxicating malt liquors, wine and liquor.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

4. Class "D"- Retailers selling intoxicating malt liquors (Beer) only for consumption on premises (including Sunday)

a. A license for the privilege of selling at retail intoxicating malt liquors in the original package and for consumption on the premises, including Sunday sales.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

5. Class "E"- Retailers selling intoxicating malt liquors (Beer) only in the original package, for consumption off premises (including Sunday)

a. A license for the privilege of selling intoxicating malt liquors in the original package direct to the consumer and not for consumption on the premises where sold on weekdays and Sunday.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

6. Class "F"- Retailers selling malt liquors (Beer) wine or intoxicating liquors in the original package, for consumption off premises (weekdays only)

a. A license for the privilege of selling at retail malt liquor in the original package not to be opened or consumed on the premises where sold.
b. A license for the privilege of selling at retail wine and intoxicating liquors containing alcohol in excess of five percent (5%) by weight in the original package not to be opened or consumed on the premises where sold.
c. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

7. Class "G"- Retailers selling of wine and intoxicating liquors by the drink for consumption on/off premises, Restaurant-Bar/Lounge-Bar (weekdays only)

a. A license for the privilege of selling at retail malt liquor by the drink for consumption on the premises where sold and also in the original package for consumption off the premises.

b. A license for the privilege of selling at retail wine and intoxicating liquors with an alcoholic content of more than five percent (5%) by weight by the drink for consumption on the premises where sold and also in the original package for consumption off the premises.
c. The renewal application for such licenses shall be accompanied by a statement that verifies that at least fifty percent (50%) of the gross income of the restaurant for the preceding twelve (12) months came from the sale of prepared food or meals consumed on the premises. In the event such restaurant has not been in operation the previous twelve (12) months, the restaurant will be allowed six (6) months from the date of issuance of its temporary license to meet the minimum requirements.
d. Each person employed by an establishment operating a Class "G" license shall provide to the Chief of Police the Employee Identification Form within ten (10) days of hire.
e. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

8. Class "H"- Sunday retail selling of malt, wine and intoxicating liquors by the drink, on the premises; or in original package for consumption on or off premises

a. A license to sell on Sunday retail malt liquor by the drink for consumption on the premises where sold or to sell malt liquor in the original package at retail not to be opened or consumed on the premises where sold.
b. A license to sell on Sunday wine and intoxicating liquor in excess of five percent (5%) by weight by the drink for consumption on the premises where sold or to sell wine and intoxicating liquor in the original package at retail not to be opened or consumed on the premises where sold.
c. Each person employed by an establishment operating a Class "H" license shall provide to the Chief of Police the Employee Identification Form within ten (10) days of hire.
d. A license under the terms of this Section shall be issued to any person who is currently licensed under this Chapter to sell alcoholic beverages at retail who fully complies with the provisions of this Chapter, upon payment of an annual license fee as outlined in the comprehensive fee schedule.

10. Class "I"- Temporary Location for liquor by the drink, catering

a. A license for the privilege to temporarily sell malt liquor by the drink for consumption on the premises for use at a function, occasion, or event at a particular location other than the licensed premises.
b. A license for the privilege to temporarily sell wine and intoxicating liquors by the drink at retail for consumption on the premises for use at a function, occasion or event at a particular location other than the licensed premises.
c. The temporary permit shall be effective for a period not to exceed one hundred twenty (120) consecutive hours and shall authorize the service of alcoholic beverages at such function, occasion or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on premises consumption.

d. If the event will be held on Sunday, the permit shall authorize the sale of alcoholic beverages on that day beginning at 1:00 P.M.

e. A license under the terms of this Section shall be issued when applicant fully complies with the provisions of this Chapter and upon payment of the fee as outlined in the comprehensive fee schedule.

11. Class "J"- Wine and Malt Beverage Tasting on premises

a. Notwithstanding any other provisions of this Chapter to the contrary, any person possessing the qualifications and meeting the requirement of this Chapter, who is licensed to sell alcoholic beverages in the original package at retail, may apply for a special permit to conduct wine, malt beverage and distilled spirit tasting on the licensed premises
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

12. Class "K"- Temporary permit for sale by drink of malt liquor (beer), wine and intoxicants

a. Notwithstanding any other provisions of this Section, a permit for the sale of malt liquor, wine and intoxicating liquor and non-intoxicating beer as defined in Section 600.010 for consumption on premises where sold, may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such malt liquor, wine and intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.
b. To secure the permit, the applicant shall complete the application form provided by the City, but no applicant shall be required to furnish a personal photograph as part of the application.
c. If the event will be held on Sunday, the permit shall authorize the sale of alcoholic beverages on that day beginning at 1:00 P.M.
d. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

13. Class "L" - Convention trade area

a. This license shall allow a valid holder of a Class "G" license to remain open until 3:00 A.M., but no person shall be issued a Class "L" license if the premises is located less than (1,000) feet from any school, church, other place of worship or park, unless a natural or manmade barrier such as an interstate highway or similar barrier exists between said school, church, other place of worship or park. No additional Class "L" licenses will be issued after April 22, 2019. Licensees holding a valid Class "L"- Convention Trade Area- On/Off Premise (Intoxicating Liquor) will be allowed to continue to operate under said license and are eligible for renewal of said license.

Section 600.170 Licenses — Updating Information.

A. *Supplemental Reports.* The person to whom a license is issued under this Chapter shall file a supplemental report with the City Clerk within fifteen (15) days of any loan made to him/her of money or credit relating to the licensed business.

B. *Change Of Facts.* If, during the period for which a license is issued, there is any change of facts or information differing from that set forth in the original application or any renewal application on file with the City Clerk, written notice thereof must be given to the City Clerk within ten (10) days by the licensee.

Section 600.180 Licenses — Investigation of Applicants.

The Chief of Police shall be responsible for the investigation of all applicants for any license issued under the authority of this Chapter, in such manner and on such form as he/she deems necessary. Any available method will be used to conduct a fair and thorough investigation, including, but not limited to the following:

A. Criminal History Check
B. Accurint Check
C. Case Net Missouri
D. Grain Valley Police Department's Record Operating System of Choice
E. Regulated Industries
F. State Alcohol Control
G. Law Enforcement Agencies
H. Consideration of Suspension and/or Revocation of Past Licenses

Section 600.190 Licenses — Qualifications of Licensees Generally.

A. No person shall be granted a license under this Chapter unless such person is of good moral character and a qualified legal voter and a taxpaying citizen of the State, nor shall any corporation be granted a license under this Chapter unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the State.

B. No person, partnership or corporation shall be qualified for a license under this Chapter if such person, any member of such partnership or such corporation or any officer, director or any stockholder owning, legally or beneficially, directly or indirectly, ten percent (10%) or more of the stock of such corporation or other financial interest therein or ten percent (10%) or more of the interest in the business for which the person, partnership or corporation is licensed or any person employed in the business licensed under this Chapter shall have had a license revoked by the State of Missouri or this City or shall have been convicted of violating the provisions of any law applicable to the manufacture or sale of intoxicating liquor since the ratification of the Twenty-First Amendment of the Constitution of the United States.

C. No license issued under this Chapter shall be denied, suspended, revoked or otherwise affected based solely on the fact that an employee of the licensee has been convicted of a felony unrelated to the manufacture or sale of intoxicating liquor so long as any such employee does not directly participate in retail sales of intoxicating liquor. Each employer shall report the identity of any employee convicted of a felony to the Chief of Police, within ten (10) days of hiring, in writing by completing the Employee Identification Form.

D. A person seeking a license required in this Chapter shall not be in arrears to the City for any taxes permit or license fees and shall not hold any delinquent accounts with the City.

E. No person seeking a license required in this Chapter shall accept, directly or indirectly, any loans, equipment or monies, credit or property of any kind, except ordinary commercial credit as such term is defined in the "Rules and Regulations of the Supervisor of Liquor Control" of the State of Missouri.

F. A person seeking a license under the provisions of this Chapter must have a certificate of occupancy issued by the Building Official responsible for issuing same for the City, and a copy thereof must be furnished to the Chief of Police prior to conducting any business wherein a license is required in this Chapter.

G. In making a determination of good moral character, the following shall be considered:

1. A felony or misdemeanor conviction of the applicant.

2. Any pending felony or misdemeanor charges

3. The nature of the crime committed in relation to the license the applicant seeks.

4. The date of the conviction.

5. The conduct of the applicant since the date of the conviction.

6. Consideration of Suspension and/or Revocation of past licenses

7.Other evidence as to the applicant's character.

Section 600.200: Employee Permit Cards for Liquor By the Drink Establishments

A. It shall be unlawful for any person to directly participate in the retail sale, service, delivery, dispensation, or the exchange for donation of alcoholic beverages/intoxicating liquors at a location authorized to sell liquor by the drink unless the person holds a valid employee permit card issued by the Chief of Police. The term “directly participate in the retail sale, service, delivery, dispensation, or exchange for donation of alcoholic beverages” as used in this section shall include accepting delivery of, stocking, arranging displays of, delivery, taking orders for, accepting payments for, mixing, serving or assisting in mixing or serving alcoholic beverages. It shall be unlawful for any person to act in the capacity of, but not limited to, manager, bartender, waiter, waitress, cashier, sales clerk, stock person, or doorman, or other person responsible for checking identification cards to determine age unless the person holds a valid employee permit card issued by the Chief of Police.

B. **Application**

Each application for an employee permit card shall be filed with the Chief of Police on a form supplied by the Police Department and shall be signed by the applicant. The applicant shall include:

1. The applicant's name, home address, telephone number, date of birth, and motor vehicle operator's license number or other identification number.
2. The applicant's height, weight, color of eyes, color of hair, and sex.
3. A statement by the applicant affirming whether he or she is a convicted felon.
4. A statement by the applicant of whether or not he or she has held an alcoholic beverage license or employee permit, and if so, when and by what state or city the license or permit was issued, and whether or not any such license or permit has ever been suspended, revoked, or disqualified, and if suspended, revoked or disqualified, when and for what reason.
5. The applicant will complete a criminal history check through the Missouri State Highway Patrol Criminal Justice Information Service Division within sixty (60) days from date of application and have the criminal history report released to the Grain Valley Police Department.
6. The applicant will pay to the City a permit card issuance fee as outlined in the Comprehensive Fee Schedule.

C. **Issuance**

If the applicant meets the requirements of this section and this chapter, the Chief of Police shall issue the employee permit card to the applicant which shall be valid for two-years from the date of issuance. Upon expiration of the employee permit card, the applicant may obtain a new employee permit card in the same manner as provided in this section.

D. **Denial, suspension or revocation of employee permit card**

Grounds, whenever it shall be shown or whenever the Chief of Police has knowledge that;

1. The permit issued under this chapter was obtained through materially false statements or information in the application.
2. The person applying for an application must be at least 21 years of age, or 18 years of age with the exceptions of this Chapter.
3. The person applying for the permit has been charged or convicted of rape, sexual assaults, sodomy, kidnappings, abductions, robbery, murder, manslaughter, or other violent felony against persons.
4. The person applying for this permit will not be issued an employee permit card, if they are currently suspended in this city or any other city or state or has been revoked within two-years immediately preceding this application.
5. An employee permit card will not be issued to any person who within five-years of the date of application, has been found guilty of, pleaded guilty to, pleaded nolo contendere to or been convicted of a felony (federal or state) or has been released from confinement for a felony conviction, whichever is latest, involving the sale of controlled substances or illegal drugs or narcotics, or intent to distribute controlled substances or illegal drugs or narcotics, or intent to distribute controlled substances or

illegal drugs or narcotics or an offense of a similar nature in other states as determined by the Chief of Police.

E. **Form of Employee Permit Card**

Each employee permit card shall bear the physical description and photograph of the applicant and be in a form approved by the Chief of Police.

F. **Invalidation, suspension or revocation**

If any person who has been issued and holds an employee permit card shall be found guilty of, plead guilty to, plead nolo contendere to or been convicted of a felony (federal or state), as described in subsection (a), the employee permit card shall be void. If any permittee shall violate or contribute to the violation of any of the provisions of this chapter, the Chief of Police may immediately suspend or revoke the employee permit card of that person.

G. **Employment of felons**

A retail licensee may employ a person convicted of any felony as described in subsection (a), unrelated to the manufacture or sale of intoxicating liquor, so long as the felon does not directly participate in the retail sale, service, delivery, or dispensation of alcoholic beverages as defined in section (B-5) of this chapter.

H. **Possession and exhibition**

While directly participating in the retail sale, service, delivery, or dispensation of alcoholic beverages, any person holding an employee permit card under the provisions of this section shall be required to have the permit in his or her possession or in the manager's office, and shall be able to exhibited to the Chief of Police or his designee or any other officer of the Grain Valley Police Department upon demand. Failure to exhibit an employee permit card as required by this subsection shall be prima facie evidence that the person does not hold a employee permit card.

I. **Violations**

1. *Employment of persons without an Employee Permit Card*. It shall be unlawful for any retail licensee to have in his employee to sell or assist in the retail sale, dispensation, service, or delivery of alcoholic beverages any person who does not have an employee permit card issued from the Chief of Police.

2. *False representation*. It shall be unlawful for any person to use or possess any false or falsified employee permit card issued, or purporting on its face to have been issued, by the Chief of Police for the purpose of using the employee permit card to obtain employment in or to purchase alcoholic beverages from any premises granted a license under the provision of this chapter, or to misrepresent to any licensee or his

agent, servant or employee, or to the Chief of Police or the Chief's designee or any member of the Police Department, the person to be 21 years of age or older.

3. *Falsifying employee permit card*. It shall be unlawful for any person to manufacture, forge, reproduce in any way or otherwise falsify an employee permit card issued, or purporting on its face to have been issued, by the Chief of Police, or to give, lend, sell or otherwise provide to any person a false, falsified, manufactured, forged or reproduced an employee permit card issued by the Chief of Police.

4. *Use of others employee permit card*. It shall be unlawful for any lawful holder of an employee permit card issued by the Chief of Police to give, lend, sell or otherwise provide the employee permit card to any other person, or for any person not the lawful holder of the employee permit card to use the card for any purpose declared to be unlawful by the provisions of this chapter, or give, lend, sell or otherwise provide the employee permit card to any other person.

5. *Not submitting identification report.* It shall be unlawful for any retail licensee to have in his employee any person who has not submitted the employee identification form as provided by the Chief of Police within ten (10) days of hire.

Section 600.210 Licenses — Issuance Prohibited Near Schools and Churches.

A. No license shall be granted for the sale of alcoholic beverages within one hundred (100) feet of any school, church or other building used as a place of worship, unless the applicant for such license shall first obtain the consent in writing of the Board of Directors of the school or the consent in writing of the majority of the managing board of the church or place of worship; except that when a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for lack of consent in writing as provided herein.

B. The distance from the premises of a liquor establishment and a church building, school building or other place of worship building shall be measured between the point of the nearest exterior wall of the church building, school building or other place of worship building to the point nearest the exterior wall of the applicant for such license.

Section 600.220 Licenses — Eligibility of Annexed Licensee.

Any person operating a liquor business outside the limits of the City in an area that may be annexed by the City shall be eligible to apply for a comparable license, as defined in this Chapter, at the time of annexation completion.

Section 600.230 Granting and Renewal of License.

A. Only the Board of Aldermen may approve a new application or renewal for a license as provided in this Chapter. The Chief of Police will review the application and make an informed recommendation to the Board of Aldermen, who will approve or reject the license application or renewal application. Upon approval by the Board of Aldermen, the City Administrator shall direct the City Clerk to issue said license.

B. The person applying for a new license or renewal and other interested persons may appear before the Board of Aldermen and testify in support of or against the issuance of the license.

C. The Chief of Police shall report to the Board of Aldermen his/her findings of the investigation of such new application or renewal with his/her approval or denial recommendation.

D. Licenses granted under the terms of this Chapter shall be signed by the City Clerk who shall affix the Seal of the City thereto.

E. No license shall be granted at the same meeting of the Board of Aldermen that the application is first presented.

F. As part of the application and renewal process, the Board of Aldermen shall consider the factors set forth in Section **600.290(A)** as well as any other facts concerning the fitness, qualifications and history of the applicant.

G. Any license issued for the first (1st) time hereunder shall be on a probationary basis for six (6) months, subject to review at the end of said probationary period. Said license may then be extended, revoked or suspended depending upon the conduct of the licensee and activities on the premises during said period. If the applicant has successfully completed the probationary period to the Chief of Police's satisfaction, said license may then be extended by the Chief of Police for the remaining license period. If concerns during the probationary period are found, the Chief of Police will make a recommendation to the Board of Aldermen who will determine whether to revoke or suspend the license. Documentation of the probationary period review shall be included in the liquor license file.

H. *Denial, right of hearing.* If an application for a license under this article is denied by the Board of Aldermen, the applicant shall be entitled to an appeal hearing under the terms of Section 690.290.

Section 600.240 Contents of Licenses.

A. A license issued under authority of this Chapter, a duplicate of which shall be retained in the records of the City Clerk, shall contain, at a minimum, the following information and be displayed prominently in the business so licensed:

1. The class or classes of the license.

2. Name of person issued to.

3. Fees paid.

4. Expiration date.

Section 600.250 Transferability of Licenses.

A. No license issued under authority of this Chapter shall be transferable or assignable except as herein provided:

1. *Death of licensee under unexpired license.* In the event of the death of a person holding a license, the widow or the widower or the next of kin of such deceased person, who shall meet the other requirements of this Chapter, may be permitted to operate the business of the deceased licensee for the remainder of the period for which the license is valid, and it shall not be necessary for such relative to secure a new license until the expiration of the license issued to the deceased person.

2. *A removal of license to other location.* A license may, subject to the approval of the Board of Aldermen, be transferred to any other place or to any other part of the building containing the licensed premises, if the place sought to be licensed meets the requirements of this Chapter.

3. *Expansion of existing license.* A license may, subject to the approval of the Board of Aldermen, be expanded to encompass a larger area of the existing licensed premises if the area sought to be licensed meets the requirements of this Chapter.

B. The application for permission to transfer or expand the license must be submitted on a form and in such manner as prescribed by the City Clerk, together with the fee as listed in the comprehensive fee schedule, and shall include, but not be limited to:

1. Name and address of licensee.

2. Street address, name and legal description of the premises to which removal is sought, together with the name and address of the owner of the property and the name(s) of any person(s) having an interest in the leasehold or interest therein as landlord or tenant.

Section 600.260 Effect of Sale of Licensed Premises.

When a person holding a liquor license under this Chapter obtains a buyer or lessee for the establishment for which the license was issued, such buyer or lessee shall be given a prior consideration for a license provided such buyer or lessee meets the qualifications set forth in this Chapter. Such new buyer or lessee shall be required to pay all applicable fees as if he/she were applying as any other new applicant for a new license in accordance with the requirements of this Chapter.

Section 600.270 Suspension or Revocation of Licenses.

A. Any license issued pursuant to this Chapter is subject to suspension or revocation whenever it shall be shown or whenever the Chief of Police has knowledge that:

1. A licensee or permittee under this Chapter has not at all times maintained an orderly place, including, but not limited to, incidents of the following:

    a. Repeated incidents of violence disturbances; fighting, assaults, etc. within a four-month time frame. Shootings may result in an immediate suspension or revocation for crime scene investigation.
    b. Incidents of rape, sexual assaults, sodomy, kidnappings, abductions, etc.
    c. Acts of nudity or sexual activity to include, sexual intercourse, masturbation, bestiality, oral copulation, or flagellation on the premises.
    d. Incidents of Gambling, Sports Betting, etc.

e. Incidents of repetitive Noise Complaints

2. A licensee or any employee, agent or servant of such licensee has violated any State licensing rules; regulations; State laws; or provisions of this Chapter; or licensee or permittee obtained the license or permit through materially false statements in the application for such license or permit or renewal thereof; or

3. A licensee has failed to make a complete disclosure of all pertinent information in the application for such license or permit or renewal or has failed to make timely renewal application thereof; or

4. A licensee, since the issuance of such license, has ceased to be the person actually in control and management of the particular establishment for which the license was issued; or

5. There is reason to believe that there is a danger to the health, welfare and safety of patrons due to conditions on premises of licensee; or

6. A licensee or permittee has refused a lawful order of a Police Officer on the licensed premises; or

7. There be found in or upon the licensed premises minors in possession of intoxicating liquors; or

For any other good cause shown. The Chief of Police may temporarily suspend said license for a period not to exceed forty-eight (48) hours and immediately close the licensed establishment. The Chief of Police, as soon as possible, will notify the City Administrator of such action and the City Administrator shall, as soon as possible, notify the Board of Aldermen who may require a hearing to determine whether to suspend such license for an additional period of time as they may deem or permanently revoke such license. The Chief of Police may, at his/her discretion, lift such temporary suspension within the forty-eight (48) hour period and allow the reopening of the establishment, pending a required hearing before the Board of Aldermen.

B. In the event there is any conflict of interest in the Board of Aldermen, there shall be established a Liquor Control Board which Board shall have the same powers, duties and responsibilities as the Board of Aldermen in reviewing, suspending or revoking any license issued hereunder. Such Liquor Control Board shall be comprised of three (3) members of the Board of Aldermen. No action shall be taken by the Liquor Control Board except by majority vote. Such Board shall select a Presiding Officer to conduct any proceedings hereunder.

C. Grounds for suspension or revocation by the Board of Aldermen or Liquor Control Board may consist of any violation of this Chapter.

D. *Notification Of Hearing.* The licensee shall be given not less than ten (10) days' written notice to appear prior to the hearing. The notice shall set out the reasons for which the hearing is called and shall command the person holding the license to be present at such hearing and show cause, if any, why such license should not be suspended or revoked. Such notice shall be served by the Chief of Police upon the licensee by leaving a copy thereof with the licensee or with a person or employee in charge of the place of business of such licensee or by mailing

such notice by certified or registered mail to the licensee at his/her last known business or residence or by posting a copy of such notice on the licensed premises.

E. *Hearing Procedures.* The licensee shall have full right to have counsel, produce witnesses and cross-examine all witnesses who may appear against such licensee. The licensee shall have the right to take down stenographically or record mechanically or electronically all proceeding in such hearings. Such hearings shall be transcribed whenever required by law. Subpoenas shall be issued by the Chief of Police for any witness whose presence is desired at any hearing or processing before the Board of Aldermen or Liquor Control Board to suspend or revoke a license. Such subpoenas shall be served and returned thereon shall be made in the same manner as provided by law in civil suits in the Circuit Court of this State. Witnesses may also appear voluntarily at such hearing and testify.

F. Decision – Suspension or Revocation. If the evidence supports a finding that the license should be revoked or suspended pursuant to Section 600.210 of this Chapter, the Board shall issue a written order which shall include specific findings of fact setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspend, then no such order shall be issued.

G. Effect. Whenever any license shall be revoked under the terms and provisions of this Chapter, the licensee shall not thereafter be eligible for any license provided for in this Chapter for a period of one year, beginning at the date of revocation. No licensee who shall have had his/her license suspended or revoked by order of the Board of Aldermen or Liquor Control Board shall sell or give away any intoxicating liquor or malt liquor during the period of time such order of suspension or revocation is in effect. Any licensee desiring to keep his/her premises open for the sale of food or merchandise during such period of suspension or revocation shall display the order of suspension or revocation issued by the Board of Aldermen in a conspicuous place on the premises so that all persons visiting the premises may readily see the order. There shall be no refund of any license fee should a majority of the members of the Board vote to suspend or revoke any license hereunder.

Article III
Miscellaneous Provisions

Section 600.280 Violent Act and Other Violations to Be Suppressed — Report to Police Immediately — Cooperate With Police Investigation.

At no time, under any circumstances, shall any licensee or permittee or employee fail to immediately prevent, suppress, any violent quarrel, disorder, brawl, fight or other improper or unlawful conduct of any person upon a licensed premise. In the event that a licensee, permittee or employee knows or should have known that an illegal or violent act has been committed on or about the licensed premises, they shall immediately report the occurrence to law enforcement authorities and shall cooperate with law enforcement authorities during the investigation into the occurrence.

Section 600.290 Lewdness.

A. No licensee, permittee or employee shall permit in or upon a licensed premise:

1. The performance of acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual acts which are prohibited by law.

2. The display of any portion of the areola of the female breast.

3. The actual or simulated displaying of the pubic hair, anus, vulva or genitals.

4. No person shall perform a strip tease in any licensed premises.

5. Any person to remain in or upon the licensed premises who exposes to public view any portion of his/her genitals or anus;

6. The displaying of films, video programs or pictures depicting acts, the live performances of which are prohibited by this regulation or by any other law.

Section 600.300 Time Fixed for Opening and Closing Premises — Closed Place Defined.

A. Any establishment which holds a license to sell intoxicating liquor in any quantity shall maintain a closed premise at all times after 1:30 A.M. (or 3:00 A.M. if the licensee holds a Class L license) on any day until 6:00 A.M. the same day.

B. Definitions. As used in this section, the following term shall have the meanings indicated:

CLOSED PREMISES

A place in which access shall be prohibited and in which no person, other than the licensee or its employees, shall be allowed after the above hours of operation.

C. Any person found guilty of violating the provisions of this section shall be subject to the penalty provision set forth in Chapter **100**. Any licensee found guilty of violating the provisions of this section also shall be subject to revocation of the license issued.

D. All licensees and employees shall be responsible for removing all persons, patrons and customers from such licensed premises not later than the above-prescribed hours of operation.

Section 600.310 Violations, Penalties

A. Any person engaging in the manufacture, brewing, sale, distribution, or exchange for donation, of alcoholic beverages or intoxicating liquors without first paying the license fee and securing a license therefor, as required by this Chapter or any person violating any other provisions of this Chapter shall, upon conviction thereof, be subject to punishment as provided in Section 100.110 of this Code.

B. Any person violating any order of the Board of Aldermen of suspension or revocation issued pursuant to Section 600.290 by continuing to manufacture, brew, sale, distribute, or exchange for donation of alcoholic beverages or intoxicating liquors during the term of suspension or revocation shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to punishment as provided in Section 100.110 of this Code.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN	_____	ALDERMAN BASS	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____ _____

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

_____

Theresa Osenbaugh
City Clerk/Assistant City Administrator

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

Chapter 600
Alcoholic Beverages

Cross References — Licenses, permits and miscellaneous business regulations, ch. **605**; motor vehicles and traffic, Title III; municipal court, ch. **130**; police, ch. **200**; streets, sidewalks and public places, ch. **505**; alcohol related traffic offenses, ch. **342**.

Article I
In General

Section 600.010 **Definitions.**
[Ord. No. 1768 §1, 6-27-2005]

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

ADJACENT PROPERTY
Parcels of ground having a common property line, except that any intervening street, alley, highway or other public highway or other public thoroughfare shall be disregarded.

ALCOHOLIC BEVERAGE
Any ~~intoxicating liquor~~ or~~, malt liquor or non-intoxicating beer.~~malt liquor (beer), wine or intoxicating liquor

CHIEF OF POLICE
The Chief of Police of the City of Grain Valley, Missouri or his/her duly authorized representative.

CHURCH
A building or structure regularly and primarily used as a place of worship by any religious society, organization or congregation, regardless of whether or not such building or structure was originally designed and constructed for such purpose.

CLOSED PLACE
A place where all entrances are locked and where no patrons are in the place or about the premises.

~~**C.O.L. LICENSE**~~
~~A license for the consumption of alcoholic beverages in or upon premises that do not possess a license for the sale of alcoholic beverages and where food, beverages or entertainment are sold or provided for compensation as provided in Section 311.480, RSMo.~~

CONVENIENCE STORE
A retailer selling intoxicating liquors, in the original package, not to be opened or consumed on the premises where sold, with a total selling area for all merchandise of at least two thousand (2,000) square feet, at least seventy-five percent (75%) of which is devoted to the sale of food or other merchandise other than intoxicating liquor.

DWELLING UNIT

One (1) or more habitable rooms that are occupied or are intended or designed to be occupied by one (1) family for living, sleeping, cooking and eating.

EMPLOYEE IDENTIFICATION FORM

The form maintained by the police department which identifies all persons employed by a for sale by drink license holder.

EMPLOYEE PERMIT CARD

The permit card approved by the police department which allows a person to be employed by an establishment that s~~a~~elle~~s~~, dispenses, serves, or delivers alcoholic beverages by-the drink.

FRONTS

The part of the building or structure where the principal entrance of the building or structure affording access to the premises for the public opens upon the street.

INTOXICATING LIQUOR

Means and includes alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, ~~malt,~~ or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes, containing in excess of ~~one-half of one~~five percent (~~0.~~5%) by volume ~~except for non-intoxicating beer as defined in Section 312.010, RSMo. All beverages having an alcohol content of less than one-half of one percent (0.5%) by volume shall be exempt, but subject to inspection as provided in Sections 196.365 to 196.445, RSMo.~~

LICENSEE

The holder of any license issued under the provisions of this Chapter.

LIQUOR LICENSE

The license that every person must obtain from the Board of Aldermen before engaging in a new business of manufacturing, distilling, brewing, distributing or selling at wholesale or retail any alcoholic beverages in the City. A renewal of such license shall be considered upon receipt of a completed renewal application. The Chief of Police shall review each application and provide a recommendation to the Board of Aldermen regarding approval or denial of said application. ~~, having been previously approved by the Board of Aldermen, may be made by the Chief of Police upon his/her approval of such renewal application and qualifications as required by the Chief of Police.~~

MALT LIQUOR

Any beer manufactured from pure hops or pure extract of hops and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure water and free from all harmful substances, preservatives and adulterants., ~~and having an alcoholic content in excess of three and two-tenths percent (3.2%) by weight, and not in excess of five percent (5%) by weight.~~

MANAGING OFFICER

The person who is in active management, as designated by the corporation, and control of the premises who is eligible as an individual to receive a license for the sale of alcoholic beverages and who is a qualified voter of the state.

~~, who may be designated by the corporation as the managing officer; who would be eligible as a *"person"*, who is of good moral character and a qualified legal voter and taxpaying citizen of the county, town, city or village, as defined in Section 311.030 and 311.060, RSMo.~~.

~~**NON-INTOXICATING BEER**~~

~~Any beer manufactured from pure hops or pure extract of hops and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure water, free from all harmful substances, preservatives and adulterants; having an alcoholic content of more than one-half of one percent (0.5%) by volume; and not exceeding three and two tenths percent (3.2%) of alcohol by weight.~~

ORIGINAL PACKAGE

1. For malt liquor ~~or non-intoxicating beer~~, any package ~~containing three (3) or more~~in the manufacturer's original ~~containers~~ container(s) of malt liquor ~~or non-intoxicating beer~~.

2. For intoxicating liquor, any quantity in the manufacturer's original container.

PERMITTEE

The holder of a permit issued under the provisions of this Chapter.

PERSON

Includes any individual, association, joint stock company, syndicate, co-partnership, corporation, receiver, trustee, conservator or other officer appointed by any State or Federal Court.

~~**POLICE CHARACTER**~~

~~A person who, by reason of his/her unlawful conduct or activities, is known to the police and is or may be under police surveillance, and is or may be liable to arrest at any time; provided however, if such person has not been arrested the past five (5) years, he/she may, at the discretion of the Chief of Police, be considered no longer a police character.~~

PREMISES

The bounds of the enclosure where alcoholic beverages are sold or consumed.

RESTAURANT BAR

An establishment having a restaurant or similar facility on the premises, at least fifty percent (50%) of the gross annual income of which is derived from the sale of prepared food or meals consumed on premises. ~~; or which has an annual income of at least two hundred seventy-five thousand dollars ($275,000.00) from the sale of prepared meals or food consumed on such premises~~.

RETAILER

Any person engaged in the business of selling alcoholic beverages directly to the ultimate consumer at retail.

~~**SALE BY THE DRINK**~~

~~1. For malt liquor or non-intoxicating beer, less than three (3) manufacturer's original containers of malt liquor or non-intoxicating beer.~~

~~2. For intoxicating liquor, any quantity less than fifty (50) milliliters.~~

SCHOOL

Any building that is regularly used as a public, private or parochial, elementary, middle or high school, college, university.

SUBSTANTIAL QUANTITIES OF FOOD

The amount of prepared meals or food consumed on the premises, the sale of which accounts for at

least fifty percent (50%) of an establishment's gross income as derived during the three (3) most recent preceding calendar months.

WINE

Any beverage manufactured exclusively from grapes, berries and other fruits and vegetables. ~~Light wine is wine containing not in excess of fourteen percent (14%) of alcohol by weight.~~

Section 600.020 Chief of Police — Powers and Duties.

[Ord. No. 1768 §1, 6-27-2005]

A. The Chief of Police shall exercise all powers as they relate to this Chapter. It shall be his/her duty to:

1. Investigate, process and approve new applications of liquor license, presenting all required and requested information to the Board of Aldermen for their final approval prior to issuance of said license. Disapproval for such license by the Chief of Police shall also be presented to the Board of Aldermen for their final disposition.

2. Work in partnership with the City Clerk to m~~M~~aintain and keep a file on each liquor license to include subsequent renewals and other information and/or correspondence as may apply to that license holder, including copies of any police reports of alleged liquor violations or complaints of same by others.

3. Make all reasonable rules, regulations, orders and directions as may be necessary and feasible for carrying out the duties of his/her office, not inconsistent with the provisions of this Chapter.

4. Examine the books and record of any applicant or licensee when reasonably necessary to determine the eligibility of the person applying for a license or renewal license or to determine that the provisions of this Chapter have been fully complied with by such applicant or licensee.

5. Inspect and the licensee shall allow inspection of any licensed premises, without warrant, the licensee having accepted the license and thereby construed as waiving any constitutional provisions concerning search and seizure under this Chapter and all portions of the building or property, including all rooms, cellars, outbuildings, passageways, closets, vaults, yards, attics and all buildings used in connection with the operations carried on under said license, and which are in his/her possession or under his/her control, and all places where liquor is kept or stored and to seize any and all objects which may appear to be in violation of any provisions of this Chapter and hold in custody such objects as evidence until any matter pertaining thereto is finally adjudicated. Upon such seizure, a receipt shall be given and upon demand, if not forfeited, objects shall be returned to their lawful owner after the matter is finally adjudicated, unless same are found to be contraband. If such objects are not claimed by their lawful owner within ninety (90) days after final adjudication, they shall be deemed forfeited. The Chief of Police shall present to the proper court of law, a list of the seized objects for a determination whether the objects seized are contraband. If such objects are not claimed by their lawful owner within ninety (90) days after final adjudication, they shall be deemed forfeited. If such objects seized are found to be contraband, they shall remain in the custody of the Chief of Police. All contraband and unclaimed objects shall be sold by the Chief of Police at auction.

6. Make arrests and serve any process connected with the enforcement of this Chapter.

Section 600.030 **Chief of Police — Conflict of Interest.**
[Ord. No. 1768 §1, 6-27-2005]

The Chief of Police or his/her appointees enforcing the provisions of this Chapter shall not have any interest in (directly or indirectly, either by proprietary or by means of any loan, mortgage or other lien, either for their own benefit or in a fiduciary capacity or any other manner) the premises where any alcohol or intoxicating liquor license exists within the City limits of Grain Valley, Missouri.

Section 600.040 **Hours of Sale.**
[Ord. No. 1304 §1, 12-27-1999; Ord. No. 1768 §1, 6-27-2005; Ord. No. 1860 §1, 10-23-2006]

A. No person having a license under this Chapter nor any employee of such person shall sell, give away or otherwise dispose of or suffer the same to be done upon the premises any ~~intoxicating liquor~~alcoholic beverages in any quantity between the hours of 1:30 A.M. (or 3:00 A.M. for Class "~~M~~L" license) and 6:00 A.M. ~~daily~~ on weekdays and Saturdays as well as between the hours of 1:30 A.M. Sunday and 6:00 A.M. Monday. If the person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in this Section between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. Sunday and 6:00 A.M. Monday~~.~~ except the following:

1. Restaurant bar licenses having a Sunday license as provided for in this Chapter ~~and having held said license for ninety (90) days and being qualified to continue to hold such license as provided in Section 311.097, RSMo.,~~ may open at 11:00 A.M. Sunday and shall close at Midnight the same Sunday (or 3:00 A.M. for Class "~~M~~L" license).

~~2. Restaurant bar licenses having a Sunday license as provided for in this Chapter and said license being a new licensee and having been open less than ninety (90) days may open at 1:00 P.M. Sunday and shall close at Midnight the same Sunday.~~

~~3~~2. Package liquor stores as defined in Section 311.293, RSMo., having obtained a Missouri State liquor license as required may be open at 9:00 A.M. and shall close at Midnight the same Sunday.

~~B. When December thirty-first (31st) falls on Sunday, any persons having a license to sell alcoholic beverages by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day after 1:00 P.M. and until the time it would be lawful on any other weekday.~~

~~C~~B. ~~Non-intoxicating beer.~~

~~D~~C. ~~~~Daylight-saving time shall not increase or decrease the hours of operation of any licensed premises.

Section 600.045 **Certain Holiday and Event~~s~~, Sale by the Drink on Sunday Allowed.**
[Ord. No. 2059A, 1-25-2010]

When January first (1st), March seventeenth (17th), July fourth (4th) or December thirty-first (31st) falls on a Sunday and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday", any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of the existing license on that day during all times otherwise allowable pursuant to said license and notwithstanding any provisions of Chapter **600** or any other provision of law to the contrary.

Section 600.050 **Sales of Beverages Not Authorized by License Prohibited.**
[Ord. No. 1768 §1, 6-27-2005]

It shall be unlawful for a licensee authorized by this Chapter to sell alcoholic beverages at retail by the drink for consumption on the premises where sold to keep or allow any other person to keep in or upon the premises described in such license, any alcoholic beverage other than the kind expressly authorized to be sold by such license.

Section 600.060 **Responsibility for Acts of Employees.**
[Ord. No. 1768 §1, 6-27-2005]

Licensees are at all times responsible for the conduct of their business and at all times directly responsible

for any act or conduct of any employee on the premises that is in violation of the intoxicating liquor laws ~~or the non-intoxicating beer laws~~ of the State, the regulations of the Chief of Police and the provisions of this Chapter.

Section 600.070 **Sanitation.**
[Ord. No. 1768 §1, 6-27-2005]

Retail licensees shall keep the premises covered by such licenses clean and sanitary as provided in this Code of Ordinances. No license shall be issued under this Chapter until the County Health Officer or his/her assignee has inspected and forwarded his/her approval of the premises to the Chief of Police.

Section 600.080 **Beer Licensee Not to Serve Setups nor Permit Possession or Consumption of Intoxicating Liquor.**
[Ord. No. 1768 §1, 6-27-2005]

No permittee or licensee holding a permit or license for the retail sale of malt liquor by the drink ~~or for the sale of non-intoxicating beer by the drink~~ shall knowingly sell, give away or serve upon the premises described in such license any glass, ice, water, soda water, phosphates or any other kinds of liquids to be used for the purpose of mixing intoxicating drinks and commonly referred to as "setups"; nor shall any such licensee suffer any person while in or upon the premises covered by such license to possess or consume intoxicating liquor or to pour into, mix with or add intoxicating liquor to water, soda water, ginger ale, seltzer or other liquid. Sales and consumption of intoxicating liquor and ~~,~~ malt liquor ~~and non-intoxicating beer~~ shall be allowed only upon premises as licensed in this Chapter.

Section 600.090 **Sale to Habitual Drunkards, Intoxicated Persons.**
[Ord. No. 1768 §1, 6-27-2005]

No person shall sell or supply alcoholic beverages or permit the same to be sold or supplied to a habitual drunkard or any person who is under or apparently under the influence of alcoholic beverages.

Section 600.100 **Minors — Purchases.**
[Ord. No. 1768 §1, 6-27-2005]

A. Alcoholic beverages shall not be sold or otherwise supplied to any person under the age of twenty-one (21).

B. It shall be unlawful for any person under the age of twenty-one (21) years to purchase or possess alcoholic beverages.

C. It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his/her age or make a false statement willfully about his/her age for the purpose of purchasing or in any way securing from anyone alcoholic beverages. Upon conviction in Municipal Court of such violation, the said minor under the age of twenty-one (21) years shall be subject to Section ~~577.500~~302.400, RSMo., commonly known as the *"Abuse and Lose"* Statute, wherein said minor shall be subject to the loss of driving privileges.

Section 600.110 **Minors — Sales.**
[Ord. No. 1768 §1, 6-27-2005]

No person under the age of twenty-one (21) years shall sell or dispense or assist in the selling or dispensing of alcoholic beverages unless said person is specifically granted authority to do so by specific provisions within this Chapter.

Section 600.120 **Minors — in Sales-By-The-Drink Establishments.**
[Ord. No. 1768 §1, 6-27-2005]

A. In any business licensed in accordance with this Chapter where at least fifty percent (50%) of the gross sales made consists of goods, merchandise or commodities other than intoxicating liquor ~~or non-intoxicating liquor~~ in the general package, persons at least eighteen (18) years of age may stock, arrange displays, accept payment for and sack for carryout intoxicating liquor ~~or non-intoxicating beer~~. Delivery of intoxicating liquor ~~or non-intoxicating beer~~ away from the licensed business premises cannot be performed by anyone under the age of twenty-one (21) years~~.~~ d

B. Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter/waitress, accept payment for or serve intoxicating liquor ~~or non-intoxicating beer~~ in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under the age of twenty-one (21) years of age to mix or serve across the bar, intoxicating beverages ~~or non-intoxicating beer~~.

C. It shall be unlawful for any person under the age of twenty-one (21) years to enter the premises of a licensee holding a sales-by-the-drink license under this Chapter unless such minor is accompanied by either his/her parent or legal guardian; provided however, that nothing in this Section shall be construed as prohibiting the entrance of any person defined in the Section as lawfully being employed on such premises.

D. It shall be unlawful for any person under the age of twenty-one (21) to have in his/her possession any alcoholic beverage unless such person is specifically granted authority to possess alcoholic beverages as provided by this Chapter.

~~E. Nothing in this Chapter shall prohibit parents, guardians or duly licensed physicians from supplying alcoholic beverages to persons under twenty-one (21) for medicinal purposes only.~~

Section 600.130 **Deliveries.**
[Ord. No. 1768 §1, 6-27-2005]

No wholesale licensee shall deliver to or cause to be delivered to any premises alcoholic beverages unless there shall be prominently displayed therein a license issued by the Chief of Police to the person purchasing such alcoholic beverages, designating such purchaser as a person licensed to sell on such premises the kind of alcoholic beverages the wholesale licensee is about to deliver.

Section 600.140 **Possession Restricted.**
[Ord. No. 1768 §1, 6-27-2005]

No person shall possess alcoholic beverages purchased within the City unless the same has been acquired from some person holding a duly authorized license to sell the same under this Chapter or unless such alcoholic beverages are had or kept with the written permission of the State Supervisor of Liquor Control and the package in which the alcoholic beverages are contained and from which they are taken for consumption have, while containing alcoholic beverage, been labeled and sealed with the official seal prescribed under the State law and the regulations made thereunder.

~~Section 600.150 **Population Determination.**~~
~~**[Ord. No. 1768 §1, 6-27-2005]**~~

~~A. The determination of the population of the City for the purpose of issuance of liquor licenses shall be made by the Board of Aldermen and the Board may increase or decrease the number of licenses to be issued under this Chapter.~~

~~B. When the Board of Aldermen finds that the population of the City has declined and the number of licenses in any category decreases on account of such population decline, current license holders will be eligible for renewal of their licenses as long as they continue in business in compliance with all provisions of this Chapter. The business must be operating under a current and valid license on the~~

effective date of the Board of Aldermen action setting the City's population and continue in active operation in order to maintain their protected status.

C. Population is only one (1) of the factors used by the Board of Aldermen in determining whether or not a license is issued initially.

Section 600.160 **Penalty.**
[Ord. No. 1768 §1, 6-27-2005]

Any person found guilty of violating any of the provisions of this Chapter shall be subject to a minimum fine of two hundred fifty dollars ($250.00); provided that, upon final conviction of any person for a violation of any of the provisions of this Chapter, said conviction shall automatically operate to revoke the license hereunder issued to such person and, provided further, that the *"termof conviction"* as herein used shall mean conviction upon final determination of any prosecution of any violations of this Chapter and, provided further, that no person having been convicted of the violation of any provisions of this Chapter shall be issued a license or renewal thereof for a period of one (1) year from the date of such conviction. Upon conviction of any person under the provisions of this Chapter, it shall be the duty of the judge of the Municipal Court to certify such conviction to the Chief of Police and Board of Aldermen.

Article II
Licenses and Permits

Section 600.170 **Licenses — Required, Period of Time — Application.**
[Ord. No. 1768 §1, 6-27-2005]

A. It is hereby declared to be unlawful for any person, either by himself/herself or through the use of agents or servants, to engage in the manufacture, brew, sale or distribution, or exchange for donation of alcoholic beverages within the city limits without first having obtained a liquor license authorizing such manufacture, brewing, sale, or distribution, or exchange for donation in compliance with the terms of this Chapter.

B. A license shall be issued for a period of one (1) year from July first (1st) through June thirtieth (30th).

C. Renewal applications must be received by the City Clerk no less than thirty (30) days prior to the date of expiration of the current license. Failure of a licensee to make such renewal application thirty (30) days prior to the expiration of the current license shall be considered to constitute abandonment and the licensee shall forfeit his/her current license upon expiration of such license. Such abandonment shall make such license available to the next applicant who has applied and not been capable of obtaining a license of its classification due to population restrictions, should there be any applicant who has an application on file waiting for same, providing that, such waiting application shall not be more than one (1) year old. The City ClerkChief of Police may, at his/her discretion, upon satisfactory evidence, determine that a late renewal may be reinstated, prior to the expiration of the current license until Midnight of the final day of expiration, after which that said license shall be deemed abandoned.

D. *Form And Contents.*

1. Any person desiring to secure a license under the terms of this Chapter shall secure a formal application for same from the City Clerk, including a renewal application for existing licenses. Each question in the application shall be completed in full and will be considered material to the issuance of such license.

2. Upon request by the Chief of Police, additional information may be requested and must be provided by that applicant.

E. *Required Information.* The following information shall be required, in addition to any other information that the Chief of Police shall deem necessary, for a new application and for a renewal application, such required information being already on file, unless there has been a change of any kind, said required information having already been submitted and approved is not necessarily required, at the discretion of the Chief of Police:

1. If a partnership, all names, residential addresses, dates of birth and Social Security numbers of the partners or any person who has a financial interest in the partnership.

2. If a corporation, the date of incorporation, the State in which incorporated, the amount of paid-in-capital, the amount of authorized capital, the names, residential addresses, dates of birth of all shareholders and officers.

3. The name and residential address of any persons having a financial interest in the building and property.

4. The name, residential address, date of birth and Social Security number of the person applying for the license, if said person is a "naturalized citizen" and, if so, the date and place of naturalization.

5. Whether or not any person or persons with any financial interest in the business has ever been convicted of a felony and the facts pertaining thereto.

6. The address of the premises for which the license is sought.

7. The class of license sought.

8. Every applicant must submit a certificate of registration from the Election Board from the County where he/she resides stating that the applicant or said officer of applicant, if a corporation, is a qualified legal voter in the State of Missouri. ~~Certification from the County Election Board showing the person applying to be a registered voter.~~

9. Copy of his/her property tax receipt for the year immediately preceding the date of the application from the County, Town, City or Village where he/she resides in the State of Missouri; or if applicant is a corporation, a copy of the property tax receipt for the year immediately preceding the date of the application of the managing officer of such corporation of the County, Town, City or Village in the State of Missouri where such managing officer resides or, in lieu thereof, an affidavit of the County or City Assessor wherein such applicant resides or, if the applicant is a corporation, wherein the managing officer of such corporation resides, stating therein that the applicant or managing officer of such corporation, if a corporation, owns property for which he/she is legally subject and liable to taxation in the County, Town, City or Village where applicant or, if a corporation, the managing officer or applicant resides in the State of Missouri.

10. Copy of a "No Sales Tax Due" as issued by the State of Missouri for the business which the liquor license will be operating under.

~~10~~11. When license is applied for the first (1st) time, the person submitting the application shall furnish a photograph of the exterior of the premises of the proposed place of business and one (1) set of drawings of the floor plan of the premises with specifications of the fixtures contained therein. If changes to the premises or fixtures are made, new plans indicating such changes must be submitted to the Chief of Police.

F. *Fingerprints And Photographs.* All persons applying for a license under this Chapter shall furnish to the Chief of Police two (2) recent photographs, passport size and shall be fingerprinted. If applicant is a partnership, all partners shall submit photographs and shall be fingerprinted as required herein. If the applicant is a corporation, the managing officer(s) shall be fingerprinted and submit photographs as required. The Chief of Police, at his/her discretion, may make similar requirements of the officers,

directors and any shareholders of such corporation.

G. *Execution By Applicant.* Application for a license under this Chapter shall be made by the individual who is, in fact, actively engaged in the actual control and management of the premises for which said license is sought.

H. *Fees.* Each application for license referred to herein shall be accompanied by payment of the respective fee required. Once an application is received, fees are considered non-refundable. Each applicant to whom a license is issued shall have one hundred twenty (120) days from the date of issuance thereof to begin operation of such establishment for business purposes. If such licensee does not open such establishment for business within the one hundred twenty (120) day time period, such fee may be forfeited and the license issued may be considered invalid, null and void and of no effect as determined by the Board of Aldermen depending upon the facts and circumstances of the delay in opening. Such licensee will then be required to reapply for such license and comply with all requirements set forth in this Chapter. The same fee will be charged upon such reapplication~~, but the applicant shall not be allowed to reapply for such license for a period of one (1) year from the original date of issuance.~~

Section 600.180 **Licenses — Classification, Fees, Scope.**
[Ord. No. 1287 §1, 8-23-1999; Ord. No. 1410 §1, 6-25-2001; Ord. No. 1435, 8-27-2001; Ord. No. 1600 §1, 10-27-2003; Ord. No. 1768 §1, 6-27-2005]

The following classes of liquor licenses and the fee for each license issued under the provisions of this Chapter are hereby established for the manufacturing, distilling, brewing, distributing or selling at wholesale or retail any alcoholic beverages within the City. The fact a license is available does not mean it will be issued, as the Board of Aldermen will consider the overall impact and effect of said licensed premises upon the citizens, neighborhoods and infrastructure of the City, including any increased demand or need for Police monitoring and involvement.

1. Class "A"- Manufacturer of intoxicating malt liquor (Beer)
   a. A license for the privilege of the manufacturing and brewing of malt liquor, within the City, which includes the right to distribute such malt liquor as a wholesaler, but not to sell as a retailer.
   b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

2. Class "B" - Manufacturer, distilling, and blending of wine and intoxicating liquors
   a. A license for the privilege of the manufacturing, distilling or blending of wine and all kinds of intoxicating liquors containing alcohol in excess of five percent (5%) by weight within the City.
   b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

3. Class "C"- Distributor or wholesaler of intoxicating malt liquors (Beer), wine and liquor
   a. A license to distribute, or sell at wholesale, intoxicating malt liquors, wine and liquor.
   b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

4. Class "D"- Retailers selling intoxicating malt liquors (Beer) only for consumption on premises (including Sunday)
   a. A license for the privilege of selling at retail intoxicating malt liquors in the original package and for consumption on the premises, including Sunday sales.
   b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

5. Class "E"- Retailers selling intoxicating malt liquors (Beer) only in the original package, for

consumption off premises (including Sunday)

a. A license for the privilege of selling intoxicating malt liquors in the original package direct to the consumer and not for consumption on the premises where sold on weekdays and Sunday.
b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

6. Class "F"- Retailers selling malt liquors (Beer) wine or intoxicating liquors in the original package, for consumption off premises (weekdays only)

a. A license for the privilege of selling at retail malt liquor in the original package not to be opened or consumed on the premises where sold.
b. A license for the privilege of selling at retail wine and intoxicating liquors containing alcohol in excess of five percent (5%) by weight in the original package not to be opened or consumed on the premises where sold.
c. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

7. Class "G"- Retailers selling of wine and intoxicating liquors by the drink for consumption on/off premises, Restaurant-Bar/Lounge-Bar (weekdays only)

a. A license for the privilege of selling at retail malt liquor by the drink for consumption on the premises where sold and also in the original package for consumption off the premises.
b. A license for the privilege of selling at retail wine and intoxicating liquors with an alcoholic content of more than five percent (5%) by weight by the drink for consumption on the premises where sold and also in the original package for consumption off the premises.
c. The renewal application for such licenses shall be accompanied by a statement that verifies that at least fifty percent (50%) of the gross income of the restaurant for the preceding twelve (12) months came from the sale of prepared food or meals consumed on the premises. In the event such restaurant has not been in operation the previous twelve (12) months, the restaurant will be allowed six (6) months from the date of issuance of its temporary license to meet the minimum requirements.
d. Each person employed by an establishment operating a Class "G" license shall provide to the Chief of Police the Employee Identification Form within ten (10) days of hire.
e. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

8. Class "H"- Sunday retail selling of malt, wine and intoxicating liquors by the drink, on the premises; or in original package for consumption on or off premises

a. A license to sell on Sunday retail malt liquor by the drink for consumption on the premises where sold or to sell malt liquor in the original package at retail not to be opened or consumed on the premises where sold.
b. A license to sell on Sunday wine and intoxicating liquor in excess of five percent (5%) by weight by the drink for consumption on the premises where sold or to sell wine and intoxicating liquor in the original package at retail not to be opened or consumed on the premises where sold.
c. Each person employed by an establishment operating a Class "H" license shall provide to the Chief of Police the Employee Identification Form within ten (10) days of hire.
d. A license under the terms of this Section shall be issued to any person who is currently licensed under this Chapter to sell alcoholic beverages at retail who fully complies with the provisions of this Chapter, upon payment of an annual license fee as outlined in the comprehensive fee schedule.

10. Class "I"- Temporary Location for liquor by the drink, catering

a. A license for the privilege to temporarily sell malt liquor by the drink for consumption on the premises for use at a function, occasion, or event at a particular location other than the licensed premises.
b. A license for the privilege to temporarily sell wine and intoxicating liquors by the drink at retail for consumption on the premises for use at a function, occasion or event at a particular location other than the licensed premises.
c. The temporary permit shall be effective for a period not to exceed one hundred twenty (120) consecutive hours and shall authorize the service of alcoholic beverages at such function, occasion or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on premises consumption.

d. If the event will be held on Sunday, the permit shall authorize the sale of alcoholic beverages on that day beginning at 1:00 P.M.

e. A license under the terms of this Section shall be issued when applicant fully complies with the provisions of this Chapter and upon payment of the fee as outlined in the comprehensive fee schedule.

11. Class "J"- Wine and Malt Beverage Tasting on premises

a. Notwithstanding any other provisions of this Chapter to the contrary, any person possessing the qualifications and meeting the requirement of this Chapter, who is licensed to sell alcoholic beverages in the original package at retail, may apply for a special permit to conduct wine, malt beverage and distilled spirit tasting on the licensed premises

b. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

12. Class "K"- Temporary permit for sale by drink of malt liquor (beer), wine and intoxicants

a. Notwithstanding any other provisions of this Section, a permit for the sale of malt liquor, wine and intoxicating liquor and non-intoxicating beer as defined in Section 600.010 for consumption on premises where sold, may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such malt liquor, wine and intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

b. To secure the permit, the applicant shall complete the application form provided by the City, but no applicant shall be required to furnish a personal photograph as part of the application.

c. If the event will be held on Sunday, the permit shall authorize the sale of alcoholic beverages on that day beginning at 1:00 P.M.

d. A license under the terms of this Section shall be issued to all qualified applicants who have fully complied with the provisions of this Chapter, upon payment of an annual fee as outlined in the comprehensive fee schedule.

13. Class "L" - Convention trade area

a. This license shall allow a valid holder of a Class "G" license to remain open until 3:00 A.M., but no person shall be issued a Class "L" license if the premises is located less than (1,000) feet from any school, church, other place of worship or park, unless a natural or manmade barrier such as an interstate highway or similar barrier exists between said school, church, other place of worship or park. No additional Class "L" licenses will be issued after April 22, 2019. Licensees holding a valid Class "L"- Convention Trade Area- On/Off Premise (Intoxicating Liquor) will be allowed to continue to operate under said license and are eligible for renewal of said license.

~~1. *Class "A" Retailers of non-intoxicating beer in the original package.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand two hundred fifty (1,250) people or fraction thereof within the corporate limits of the City and the fee for such license shall be twenty-two dollars fifty cents ($22.50). This license shall allow the sale of non-intoxicating beer in the original package for consumption off the premises, including Sunday sales.~~

~~2. *Class "B" Retailers of non-intoxicating beer by the drink.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand two hundred fifty (1,250) people or fraction thereof within the corporate limits of the City and the fee for such license shall be twenty-five dollars ($25.00). This license shall allow:~~

~~a. Sale of non-intoxicating beer by the drink for consumption on the premises.~~

~~b. Sale of non-intoxicating beer in the original package for consumption off the premises.~~

3. *Class "C" Retailers of malt liquor in the original package.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand two hundred fifty (1,250) people or fraction thereof within the corporate limits of the City and the fee for such license shall be twenty-two dollars fifty cents ($22.50). These licenses shall allow sale of malt liquor in the original package for consumption off the premises.

4. *Class "D" Retailers of malt liquor by the drink.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand two hundred fifty (1,250) people or fraction thereof within the corporate limits of the City and the fee for such license shall be thirty-seven dollars fifty cents ($37.50). This license shall allow:

a. Sale of malt liquor by the drink for consumption on the premises.

b. Sale of malt liquor in the original package for consumption off the premises.

5. *Class "E" Retailers of intoxicating liquor in the original package.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand two hundred fifty (1,250) people or fraction thereof within the corporate limits of the City and the fee for such licenses shall be one hundred fifty dollars ($150.00). This license shall be issued to a person engaged in the operation of, and used in connection with, a drug store, cigar and tobacco store, confectionery, delicatessen, grocery store or general merchandise store who shall keep in stock said goods having a value according to invoices of at least one thousand dollars ($1,000.00) exclusive of store fixtures and intoxicating liquors. This license shall allow:

a. Sale of intoxicating liquor in the original package for consumption off the premises.

b. Sale of malt liquor in the original package for consumption off the premises.

c. Sale of non-intoxicating beer in the original package for consumption off the premises.

6. *Class "F" Retailers of intoxicating liquor by the drink.* The number of licenses issued under this classification shall not exceed one (1) license for each one thousand eight hundred (1,800) people or fraction thereof within the corporate limits of the City and the fee for such license shall be three hundred fifty dollars ($350.00). This license shall allow:

a. Sale of intoxicating liquor by drink for consumption on the premises.

b. Sale of intoxicating liquor in the original package for consumption off the premises.

c. Sale of malt liquor by the drink for consumption on the premises.

d. Sale of non-intoxicating beer in the original package for consumption off the premises.

e. Sale of non-intoxicating beer by the drink for consumption on the premises.

7. *Class "G" Temporary permit for sale by drink of intoxicants and non-intoxicating beer may be issued to certain organizations, when, duration collection of sales taxes, notice to Director of Revenue.*

a. Notwithstanding any other provisions of this Section, a permit for the sale of intoxicating liquor and non-intoxicating beer as defined in Section **600.010** for consumption on premises where sold, may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

b. To secure the permit, the applicant shall complete a form provided by the City, but no applicant shall be required to furnish a personal photograph as part of the application. The applicant shall pay a fee of thirty-seven dollars fifty cents ($37.50) for such permit.

c. If the event will be held on Sunday, the permit shall authorize the sale of intoxicating liquor and non-intoxicating beer on that day beginning at 1:00 P.M.

d. At the same time that applicant applies for a permit under the provisions of this Section, the applicant shall notify the Director of Revenue of the holding of the event and by such notification, by certified mail, shall accept responsibility for the collection and payment of any applicable sales tax. Any sales tax due shall be paid to the Director of Revenue within fifteen (15) days after the event and failure to do so shall result in liability of triple the amount of the tax due plus payment for a period of three (3) years.

e. No provisions of law or rule or regulation of the supervisor shall be interpreted as preventing wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by permit holder at such picnic, bazaar, fair or similar gathering.

8. *Class "H" Restaurant/bar*. The fee for such license shall be four hundred fifty dollars ($450.00). The renewal application for such licenses shall be accompanied by a statement that verifies that at least fifty percent (50%) of the gross income of the restaurant for the preceding twelve (12) months came from the sale of prepared food or meals consumed on the premises or which has an annual income of at least two hundred thousand dollars ($200,000.00) from the sale of prepared meals or food consumed on such premises. In the event such restaurant has not been in operation the previous twelve (12) months, the restaurant will be allowed six (6) months from the date of issuance of its temporary license to meet the minimum requirements. The first (1st) three (3) months will be probationary in order to provide said business sufficient time to establish itself and generate sales. The fifty percent (50%) requirement does not apply to said period. After said probationary period of ninety (90) days, restaurant will be allowed an additional ninety (90) days to meet said requirements. Said restaurant shall submit a statement no more than one hundred eighty (180) days after issuance of the temporary Class "H" license verifying at least fifty percent (50%) of the gross income of such restaurant during the immediate past ninety (90) days came from the sale of prepared food or meals consumed on the premises.

Said statement shall identify gross sales by category so as to specify food and/or meal sales. Prepared food or meals consumed on the premises does not include snack food such as peanuts, pretzels, etc. If such statement does not show that at least fifty percent (50%) of the gross income of such restaurant/bar came from the sale of prepared food or meals consumed on the premises, the license shall be revoked by the Chief of Police.

a. The verifications required under this Section shall be provided by a certified public accountant, a public account, auditor, comptroller or bookkeeper given under oath and notarized.

b. The City reserves the right to require a statement by a certified public accountant certifying that at least fifty percent (50%) of gross income of the licensee came from sale of prepared food or meals consumed on the premises or that at least two hundred thousand dollars ($200,000.00) came from the sale of prepared meals or food consumed on such premises when the City reasonably believes that income from food sales do not account for at least fifty percent (50%) of the licensee's income; provided however, that such requests are limited to one (1) per licensing year. This license shall allow:

(1) Sale of intoxicating liquor by the drink for consumption on the premises.

(2) Sale of intoxicating liquor in the original package for consumption off the premises.

(3) Sale of malt liquor by the drink for consumption on the premises.

(4) Sale of malt liquor in the original package for consumption off the premises.

(5) Sale of non-intoxicating beer by the drink for consumption on the premises.

(6) Sale of non-intoxicating beer in the original package for consumption off the premises.

9. *Class "I" – Restaurant/bar licenses, Sunday sales only.* The fee for such licenses shall be two hundred dollars ($200.00). In order to apply for and receive approval, the person applying must have a valid Class "H" license approval. This license shall allow on Sundays at such times as outlined in this Chapter:

a. Sale of intoxicating liquor by the drink for consumption on the premises.

b. Sale of intoxicating liquor in the original package for consumption off the premises.

c. Sale of malt liquor by the drink for consumption on the premises.

d. Sale of malt liquor in the original package for consumption off the premises.

e. Sale of non-intoxicating beer by the drink for consumption on the premises.

f. Sale of non-intoxicating beer in the original package for consumption off the premises.

10. *Class "J" – Temporary location for liquor by the drink, caterers – permit and fee required – other laws applicable, exception.*

a. The City may issue a temporary permit to caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to the provisions of this Section who furnish provisions and service for use at a particular function, occasion or event at a particular location other than the licensed premises. The temporary permit shall be effective for a period not to exceed one hundred twenty (120) consecutive hours and shall authorize the service of alcoholic beverages at such function, occasion or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on-premises consumption. For every permit issued pursuant to the provisions of this Section, the permittee shall pay to the City the sum of fifteen dollars ($15.00) for each calendar day or fraction thereof for which the permit is issued.

b. All provisions of the liquor control law and the ordinances, rules and regulations of the City shall be in force and enforceable during all the time that the permittee, its agents, servants, employees or stock are in such premises. This bill will not include the sale of packaged goods covered by this temporary permit.

11. *Class "K" – Sunday package sales.* The fee for such license shall be three hundred dollars ($300.00). This license shall allow the sale of intoxicating liquor in the original package and malt liquor in the original package for consumption off the premises, on Sunday, between the hours of 1:00 P.M. and Midnight the same Sunday. To be qualified to obtain this license, the person applying must have obtained a Missouri State liquor license as defined in Section 311.293, RSMo., and hold a valid City Class "E" liquor license. This license can be issued with a Class "L".

12. *Class "L" – Convenience store.* The fee for such license shall be one hundred fifty dollars ($150.00). The number of these licenses issued shall not be used in the computation of any population requirements. This license shall allow the same sales as outlined in Class "E" license. This license can be issued with Class "K".

13. *Class "M" – Convention trade area*. The fee for this license shall be three hundred dollars ($300.00). This license shall allow a valid holder of a Class "F" license to remain open until 3:00

~~A.M., but no person shall be issued a Class "M" license unless it is located no less than one thousand (1,000) feet from any school, church, other place of worship or park, unless a natural or manmade barrier such as an interstate highway or similar barrier exists between said school, church, other place of worship or park. There is a maximum of only four (4) such licenses to be issued.~~

Section 600.190 **(Reserved)**

Section 600.200 **Licenses — Updating Information.**
[Ord. No. 1768 §1, 6-27-2005]

A. *Supplemental Reports.* The person to whom a license is issued under this Chapter shall file a supplemental report with the City Clerk within fifteen (15) days of any loan made to him/her of money or credit relating to the licensed business.

B. *Change Of Facts.* If, during the period for which a license is issued, there is any change of facts or information differing from that set forth in the original application or any renewal application on file with the City Clerk, written notice thereof must be given to the City Clerk within ten (10) days by the licensee.

Section 600.210 **Licenses — Investigation of Applicants.**
[Ord. No. 1768 §1, 6-27-2005]

The Chief of Police shall be responsible for the investigation of all applicants for any license issued under the authority of this Chapter, in such manner and on such form as he/she deems necessary. Any available method will be used to conduct a fair and thorough investigation, including, but not limited to the following:

A. Criminal History Check
B. Accurint Check
C. Case Net Missouri
D. Grain Valley Police Department's Record Operating System of Choice
E. Regulated Industries
F. State Alcohol Control
G. Law Enforcement Agencies
~~A.~~H. Consideration of Suspension and/or Revocation of Past Licenses

Section 600.220 **Licenses — Qualifications of Licensees Generally.**
[Ord. No. 1768 §1, 6-27-2005]

A. No person shall be granted a license under this Chapter unless such person is of good moral character and a qualified legal voter and a taxpaying citizen of the ~~City~~State, nor shall any corporation be granted a license under this Chapter unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the ~~City~~State.

B. No person, partnership or corporation shall be qualified for a license under this Chapter if such person, any member of such partnership or such corporation or any officer, director or any stockholder owning, legally or beneficially, directly or indirectly, ten percent (10%) or more of the stock of such corporation or other financial interest therein or ten percent (10%) or more of the interest in the business for which the person, partnership or corporation is licensed or any person employed in the business licensed under this Chapter shall have had a license revoked by the State of Missouri or this City or shall have been convicted of violating the provisions of any law applicable to the manufacture or sale of intoxicating liquor since the ratification of the Twenty-First Amendment of the Constitution of the United States.

C. No license issued under this Chapter shall be denied, suspended, revoked or otherwise affected based solely on the fact that an employee of the licensee has been convicted of a felony unrelated to the manufacture or sale of intoxicating liquor so long as any such employee does not directly participate in retail sales of intoxicating liquor. Each employer shall report the identity of any employee

convicted of a felony to the Chief of Police, within ten (10) days of hiring, in ~~writing~~writing by completing the Employee Identification Form.~~.~~

D. A person seeking a license required in this Chapter shall not be in arrears to the City for any taxes ~~or~~ permit or license fees and shall not hold any delinquent accounts with the City.~~.~~

E. No person seeking a license required in this Chapter shall accept, directly or indirectly, any loans, equipment or monies, credit or property of any kind, except ordinary commercial credit as such term is defined in the "Rules and Regulations of the Supervisor of Liquor Control" of the State of Missouri.

F. A person seeking a license under the provisions of this Chapter must have a certificate of occupancy issued by the Building Official responsible for issuing same for the City, and a copy thereof must be furnished to the Chief of Police prior to conducting ~~opening~~ any business wherein a license is required in this Chapter.

G. In making a determination of good moral character, the following shall be considered:

1. A felony or misdemeanor conviction of the applicant.

2. Any pending felony or misdemeanor charges

~~2.~~3. The nature of the crime committed in relation to the license the applicant seeks.

~~3.~~4. The date of the conviction.

~~4.~~5. The conduct of the applicant since the date of the conviction.

6. Consideration of Suspension and/or Revocation of past licenses

~~5.~~ 7. ~~-~~Other evidence as to the applicant's character.

Section 600.230: Employee Permit Cards for Liquor By the Drink Establishments

A. It shall be unlawful for any person to directly participate in the retail sale, service, delivery, dispensation, or the exchange for donation of alcoholic beverages/intoxicating liquors at a location authorized to sell liquor by the drink unless the person holds a valid employee permit card issued by the Chief of Police. The term “directly participate in the retail sale, service, delivery, dispensation, or exchange for donation of alcoholic beverages” as used in this section shall include accepting delivery of, stocking, arranging displays of, delivery, taking orders for, accepting payments for, mixing, serving or assisting in mixing or serving alcoholic beverages. It shall be unlawful for any person to act in the capacity of, but not limited to, manager, bartender, waiter, waitress, cashier, sales clerk, stock person, or doorman, or other person responsible for checking identification cards to determine age unless the person holds a valid employee permit card issued by the Chief of Police.

B. **Application**

Each application for an employee permit card shall be filed with the Chief of Police on a form supplied by the Police Department and shall be signed by the applicant. The applicant shall include:

1. The applicant’s name, home address, telephone number, date of birth, and motor vehicle operator’s license number or other identification number.
2. The applicant’s height, weight, color of eyes, color of hair, and sex.
3. A statement by the applicant affirming whether he or she is a convicted felon.

4. A statement by the applicant of whether or not he or she has held an alcoholic beverage license or employee permit, and if so, when and by what state or city the license or permit was issued, and whether or not any such license or permit has ever been suspended, revoked, or disqualified, and if suspended, revoked or disqualified, when and for what reason.
5. The applicant will complete a criminal history check through the Missouri State Highway Patrol Criminal Justice Information Service Division within sixty (60) days from date of application and have the criminal history report released to the Grain Valley Police Department.
6. The applicant will pay to the City a permit card issuance fee as outlined in the Comprehensive Fee Schedule.

C. **Issuance**

If the applicant meets the requirements of this section and this chapter, the Chief of Police shall issue the employee permit card to the applicant which shall be valid for two-years from the date of issuance. Upon expiration of the employee permit card, the applicant may obtain a new employee permit card in the same manner as provided in this section.

D. Denial, suspension or revocation of employee permit card

Grounds, whenever it shall be shown or whenever the Chief of Police has knowledge that;

1. The permit issued under this chapter was obtained through materially false statements or information in the application.
2. The person applying for an application must be at least 21 years of age, or 18 years of age with the exceptions of this Chapter.
3. The person applying for the permit has been charged or convicted of rape, sexual assaults, sodomy, kidnappings, abductions, robbery, murder, manslaughter, or other violent felony against persons.
4. The person applying for this permit will not be issued an employee permit card, if they are currently suspended in this city or any other city or state, or has been revoked within two-years immediately preceding this application.
5. An employee permit card will not be issued to any person who within five-years of the date of application, has been found guilty of, pleaded guilty to, pleaded nolo contendere to or been convicted of a felony (federal or state) or has been released from confinement for a felony conviction, whichever is latest, involving the sale of controlled substances or illegal drugs or narcotics, or intent to distribute controlled substances or illegal drugs or narcotics, or intent to distribute controlled substances or illegal drugs or narcotics or an offense of a similar nature in other states as determined by the Chief of Police.

E. **Form of Employee Permit Card**

Each employee permit card shall bear the physical description and photograph of the applicant and be in a form approved by the Chief of Police.

F. Invalidation, suspension or revocation

If any person who has been issued and holds an employee permit card shall be found guilty of, plead guilty to, plead nolo contendere to or been convicted of a felony (federal or state), as described in subsection (a), the employee permit card shall be void. If any permittee shall violate or contribute to the violation of any of the provisions of this chapter, the Chief of Police may immediately suspend or revoke the employee permit card of that person.

G. Employment of felons

A retail licensee may employ a person convicted of any felony as described in subsection (a), unrelated to the manufacture or sale of intoxicating liquor, so long as the felon does not directly participate in the retail sale, service, delivery, or dispensation of alcoholic beverages as defined in section (B-5) of this chapter.

H. Possession and exhibition

While directly participating in the retail sale, service, delivery, or dispensation of alcoholic beverages, any person holding an employee permit card under the provisions of this section shall be required to have the permit in his or her possession or in the manager's office, and shall be able to exhibited to the Chief of Police or his designee or any other officer of the Grain Valley Police Department upon demand. Failure to exhibit an employee permit card as required by this subsection shall be prima facie evidence that the person does not hold a employee permit card.

I. Violations

1. *Employment of persons without an Employee Permit Card*. It shall be unlawful for any retail licensee to have in his employee to sell or assist in the retail sale, dispensation, service, or delivery of alcoholic beverages any person who does not have an employee permit card issued from the Chief of Police.

2. *False representation*. It shall be unlawful for any person to use or possess any false or falsified employee permit card issued, or purporting on its face to have been issued, by the Chief of Police for the purpose of using the employee permit card to obtain employment in or to purchase alcoholic beverages from any premises granted a license under the provision of this chapter, or to misrepresent to any licensee or his agent, servant or employee, or to the Chief of Police or the Chief's designee or any member of the Police Department, the person to be 21 years of age or older.

3. *Falsifying employee permit card*. It shall be unlawful for any person to manufacture, forge, reproduce in any way or otherwise falsify an employee permit card issued, or purporting on it~~'~~s face to have been issued, by the Chief of Police, or to give, lend, sell or otherwise provide to any person a false, falsified, manufactured, forged or reproduced an employee permit card issued by the Chief of Police.

4. *Use of others employee permit card*. It shall be unlawful for any lawful holder of an employee permit card issued by the Chief of Police to give, lend, sell or otherwise provide the employee permit card to any other person, or for any person not the lawful holder of the employee permit card to use the card for any purpose declared to be unlawful by the provisions of this chapter, or give, lend, sell or otherwise provide the employee permit card to any other person.

5. *Not submitting identification report.* It shall be unlawful for any retail licensee to have in his employee any person who has not submitted the employee identification form as provided by the Chief of Police within ten (10) days of hire.

Section 600.230 **Licenses — Issuance Prohibited Near Schools and Churches.**
[Ord. No. 1768 §1, 6-27-2005]

A. No license shall be granted for the sale of alcoholic beverages within one~~three~~ hundred (~~300~~100) feet of any school, church or other building used as a place of worship, unless the applicant for such license shall first obtain the consent in writing of the Board of Directors of the school or the consent in writing of the majority of the managing board of the church or place of worship; except that when

a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for lack of consent in writing as provided herein.

B. The distance from the premises of a liquor establishment and a church building, school building or other place of worship building shall be measured between the point of the nearest exterior wall of the church building, school building or other place of worship building to the point nearest the exterior wall of the applicant for such license.

Section 600.240 **Licenses — Eligibility of Annexed Licensee.**
[Ord. No. 1768 §1, 6-27-2005]

Any person operating a liquor business outside the limits of the City in an area that may be annexed by the City shall be eligible to apply for a comparable license, as defined in this Chapter, at the time of annexation completion. ~~Population requirements shall be waived for such annexed liquor business.~~

Section 600.250 Granting and Renewal of License.

[Ord. No. 1768 §1, 6-27-2005]

A. Only the Board of Aldermen may approve a new application or renewal for a license as provided in this Chapter. The Chief of Police will review the application and make an informed recommendation to the Board of Aldermen, who will approve or reject the license application or renewal application. Upon approval by the Board of Aldermen, the City Administrator shall direct the City Clerk to issue said license.

B. The person applying for a new license or renewal and other interested persons may appear before the Board of Aldermen and testify in support of or against the issuance of the license.

C. The Chief of Police shall report to the Board of Aldermen his/her findings of the investigation of such new application or renewal with his/her approval or denial recommendation.

D. Licenses granted under the terms of this Chapter shall be signed by the City Clerk who shall affix the Seal of the City thereto.

E. No license shall be granted at the same meeting of the Board of Aldermen that the application is first presented.

F. As part of the application and renewal process, the Board of Aldermen shall consider the factors set forth in Section **600.290(A)** as well as any other facts concerning the fitness, qualifications and history of the applicant.

G. Any license issued for the first (1st) time hereunder shall be on a probationary basis for six (6) months, subject to review at the end of said probationary period. Said license may then be extended, revoked or suspended depending upon the conduct of the licensee and activities on the premises during said period. If the applicant has successfully completed the probationary period to the Chief of Police's satisfaction, said license may then be extended by the Chief of Police for the remaining license period. If concerns during the probationary period are found, the Chief of Police will make a recommendation to the Board of Aldermen who will determine whether to revoke or suspend the license. Documentation of the probationary period review shall be included in the liquor license file.

~~.~~H. *Denial, right of hearing.* If an application for a license under this article is denied by the ~~Council~~Board of Aldermen, the applicant shall be entitled to an appeal hearing under the terms of Section 690.290.

Section 600.260 **Contents of Licenses.**
[Ord. No. 1768 §1, 6-27-2005]

A. A license issued under authority of this Chapter, a duplicate of which shall be retained in the records of the City Clerk, shall contain, at a minimum, the following information and be displayed prominently in the business so licensed:

1. The class or classes of the license.

2. Name of person issued to.

3. Fees paid.

4. Expiration date.

Section 600.270 **Transferability of Licenses.**
[Ord. No. 1768 §1, 6-27-2005]

A. No license issued under authority of this Chapter shall be transferable or assignable except as herein provided:

1. *Death of licensee under unexpired license.* In the event of the death of a person holding a license, the widow or the widower or the next of kin of such deceased person, who shall meet the other requirements of this Chapter, may be permitted to operate the business of the deceased licensee for the remainder of the period for which the license is valid, and it shall not be necessary for such relative to secure a new license until the expiration of the license issued to the deceased person.

2. *A removal of license to other location.* A license may, subject to the approval of the Board of Aldermen, be transferred to any other place or to any other part of the building containing the licensed premises, if the place sought to be licensed meets the requirements of this Chapter.

3. *Expansion of existing license.* A license may, subject to the approval of the Board of Aldermen, be expanded to encompass a larger area of the existing licensed premises if the area sought to be licensed meets the requirements of this Chapter.

B. The application for permission to transfer or expand the license must be submitted on a form and in such manner as prescribed by the City Clerk, together with the fee as listed in the comprehensive fee schedule~~with a fee of fifty dollars ($50.00)~~, and shall include, but not be limited to:

1. Name and address of licensee.

2. Street address, name and legal description of the premises to which removal is sought, together with the name and address of the owner of the property and the name(s) of any person(s) having an interest in the leasehold or interest therein as landlord or tenant.

Section 600.280 **Effect of Sale of Licensed Premises.**
[Ord. No. 1768 §1, 6-27-2005]

When a person holding a liquor license under this Chapter obtains a buyer or lessee for the establishment for which the license was issued, such buyer or lessee shall be given a prior consideration for a license provided such buyer or lessee meets the qualifications set forth in this Chapter. Such new buyer or lessee shall be required to pay all applicable fees as if he/she were applying as any other new applicant for a new license in accordance with the requirements of this Chapter.

Section 600.290 **Suspension or Revocation of Licenses.**
[Ord. No. 1768 §1, 6-27-2005]

A. Any license issued pursuant to this Chapter is subject to suspension or revocation whenever it shall be shown or whenever the Chief of Police has knowledge that:

1. A licensee or permittee under this Chapter has not at all times maintained an orderly place, including, but not limited to, incidents of the following:

   a. Repeated incidents of violence disturbances; fighting, assaults, etc. within a four-month time frame. Shootings may result in an immediate suspension or revocation for crime scene investigation.
   b. Incidents of rape, sexual assaults, sodomy, kidnappings, abductions, etc.
   c. Acts of nudity or sexual activity to include, sexual intercourse, masturbation, bestiality, oral copulation, or flagellation on the premises.
   d. Incidents of Gambling, Sports Betting, etc.
   ~~a.~~ e. Incidents of repetitive Noise Complaints ~~; or~~

2. A licensee or any employee, agent or servant of such licensee has violated any State licensing rules; regulations; State laws; or provisions of this Chapter; or licensee or permittee obtained the license or permit through materially false statements in the application for such license or permit or renewal thereof; or

3. A licensee has failed to make a complete disclosure of all pertinent information in the application for such license or permit or renewal or has failed to make timely renewal application thereof; or

4. A licensee, since the issuance of such license, has ceased to be the person actually in control and management of the particular establishment for which the license was issued; or

5. There is reason to believe that there is a danger to the health, welfare and safety of patrons due to conditions on premises of licensee; or

6. A licensee or permittee has refused a lawful order of a Police Officer on the licensed premises; or

7. There be found in or upon the licensed premises minors in possession of intoxicating liquors; or

8. For any other good cause shown.

   The Chief of Police may temporarily suspend said license for a period not to exceed forty-eight (48) hours and immediately close the licensed establishment. The Chief of Police, as soon as possible, will notify the City Administrator of such action and the City Administrator shall, as soon as possible, notify the Board of Aldermen who may require a hearing to determine whether to suspend such license for an additional period of time as they may deem or permanently revoke such license. The Chief of Police may, at his/her discretion, lift such temporary suspension within the forty-eight (48) hour period and allow the reopening of the establishment, pending a required hearing before the Board of Aldermen.

B. In the event there is any conflict of interest in the Board of Aldermen, there shall be established a Liquor Control Board which Board shall have the same powers, duties and responsibilities as the Board of Aldermen in reviewing, suspending or revoking any license issued hereunder. Such Liquor Control Board shall be comprised of three (3) members of the Board of Aldermen. No action shall be taken by the Liquor Control Board except by majority vote. Such Board shall select a Presiding Officer to conduct any proceedings hereunder.

C. Grounds for suspension or revocation by the Board of Aldermen or Liquor Control Board may consist of any violation of this Chapter.

D. *Notification Of Hearing.* The licensee shall be given not less than ten (10) days' written notice to appear prior to the hearing. The notice shall set out the reasons for which the hearing is called and

shall command the person holding the license to be present at such hearing and show cause, if any, why such license should not be suspended or revoked. Such notice shall be served by the Chief of Police upon the licensee by leaving a copy thereof with the licensee or with a person or employee in charge of the place of business of such licensee or by mailing such notice by certified or registered mail to the licensee at his/her last known business or residence or by posting a copy of such notice on the licensed premises.

E. *Hearing Procedures.* The licensee shall have full right to have counsel, produce witnesses and cross-examine all witnesses who may appear against such licensee. The licensee shall have the right to take down stenographically or record mechanically or electronically all proceeding in such hearings. Such hearings shall be transcribed whenever required by law. Subpoenas shall be issued by the Chief of Police for any witness whose presence is desired at any hearing or processing before the Board of Aldermen or Liquor Control Board to suspend or revoke a license. Such subpoenas shall be served and returned thereon shall be made in the same manner as provided by law in civil suits in the Circuit Court of this State. Witnesses may also appear voluntarily at such hearing and testify.

F. Decision – Suspension or Revocation. If the evidence supports a finding that the license should be revoked or suspended pursuant to Section 600.210 of this Chapter, the Board shall issue a written order which shall include specific findings of fact setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspend, then no such order shall be issued.

~~F~~G. *Effect.* Whenever any license shall be revoked ~~or suspended~~ under the terms and provisions of this Chapter, the licensee shall not thereafter be eligible for any license provided for in this Chapter for a period of one year, beginning at the date of revocation. No licensee who shall have had his/her license suspended or revoked by order of the Board of Aldermen or Liquor Control Board shall sell or give away any intoxicating liquor~~, non-intoxicating beer~~ or malt liquor during the period of time such order of suspension or revocation is in effect. Any licensee desiring to keep his/her premises open for the sale of food or merchandise during such period of suspension or revocation shall display the order of suspension or revocation issued by the Board of Aldermen in a conspicuous place on the premises so that all persons visiting the premises may readily see the order. There shall be no refund of any license fee should a majority of the members of the ~~Council~~ Board vote to suspend or revoke any license hereunder.

Section 600.300 **through Section 600.330. (Reserved)**

Article III
Miscellaneous Provisions

~~Section 600.340 **Telephone and Pay Phone Numbers to Be Reported — Changes — New. [Ord. No. 1768 §1, 6-27-2005]**~~

~~If any non-listed or silent telephone or pay telephone is installed on any licensed premises, the Chief of Police shall be notified within ten (10) days after installation; and the number of such telephone(s) so used in the licensee's business shall be provided in writing and kept as a part of the licensee's record. Failure to report the installation of such telephone shall be grounds for suspension or revocation of the license. Failure to notify a change in any of the telephone numbers within ten (10) days shall be grounds for suspension or revocation.~~

Section 600.~~350~~ 340 **Violent Act and Other Violations to Be Suppressed — Report to Police Immediately — Cooperate With Police Investigation.**
[Ord. No. 1768 §1, 6-27-2005]

At no time, under any circumstances, shall any licensee or permittee or employee fail to immediately prevent, suppress, any violent quarrel, disorder, brawl, fight or other improper or unlawful conduct of any person upon a licensed premises. In the event that a licensee, permittee or employee knows or should have known that an illegal or violent act has been committed on or about the licensed premises, they shall

immediately report the occurrence to law enforcement authorities and shall cooperate with law enforcement authorities during the investigation into the occurrence.

Section 600.~~360~~ 350 **Lewdness.**
[Ord. No. 1768 §1, 6-27-2005]

A. No licensee, permittee or employee shall permit in or upon a licensed premise:

1. The performance of acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual acts which are prohibited by law.

2. The display of any portion of the areola of the female breast.

3. The actual or simulated displaying of the pubic hair, anus, vulva or genitals.

4. No person shall perform a strip tease in any licensed premises.

5. Any person to remain in or upon the licensed premises who exposes to public view any portion of his/her genitals or anus;

6. The displaying of films, video programs or pictures depicting acts, the live performances of which are prohibited by this regulation or by any other law.

Section 600.~~370~~ 360 **Time Fixed for Opening and Closing Premises — Closed Place Defined.**
[Ord. No. 2377 §1, 3-14-2016]

A. Any establishment which holds a license to sell intoxicating liquor in any quantity shall maintain a closed premises at all times after 1:30 A.M. (or 3:00 A.M. if the licensee holds a Class ~~M~~ L license) on any day until 6:00 A.M. the same day.

B. Definitions. As used in this section, the following term shall have the meanings indicated:

CLOSED PREMISES
A place in which access shall be prohibited and in which no person, other than the licensee or its employees, shall be allowed after the above hours of operation.

C. Any person found guilty of violating the provisions of this section shall be subject to the penalty provision set forth in Chapter **100**. Any licensee found guilty of violating the provisions of this section also shall be subject to revocation of the license issued.

D. All licensees and employees shall be responsible for removing all persons, patrons and customers from such licensed premises not later than the above-prescribed hours of operation.

Section 600.370 Violations, Penalties

A. Any person engaging in the manufacture, brewing, sale, distribution, or exchange for donation, of alcoholic beverages or intoxicating liquors without first paying the license fee and securing a license therefor, as required by this Chapter or any person violating any other provisions of this Chapter shall, upon conviction thereof, be subject to punishment as provided in Section 100.110 of this Code.

B. Any person violating any order of the Board of Aldermen of suspension or revocation issued pursuant to Section 600.290 by continuing to manufacture, brew, sale, distribute, or exchange for donation of alcoholic beverages or intoxicating liquors during the term of suspension or revocation shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to

punishment as provided in Section 100.110 of this Code.

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/08/2019, 04/22/2019	
BILL NUMBER	B19-11	
AGENDA TITLE	**AN ORDINANCE AMENDING THE 2019 COMPREHENSIVE FEE SCHEDULE OF THE CITY OF GRAIN VALLEY, MISSOURI**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Theresa Osenbaugh, Assistant City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To reflect changes to the comprehensive fee schedule	
BACKGROUND	Due to the revision of Chapter 600 – Alcoholic Beverages, fees listed in the comprehensive fee schedule need to be updated to reflect the changes to the Municipal Code.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance and Comprehensive Fee Schedule	

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-11* ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: FIRST READING *April 8, 2019 (6-0)*
ALDERMAN WEST

AN ORDINANCE AMENDING THE 2019 COMPREHENSIVE FEE SCHEDULE OF THE CITY OF GRAIN VALLEY, MISSOURI

WHEREAS, the Board of Aldermen sets the comprehensive fee schedule to outline costs for services for the current fiscal year;

WHEREAS, after a review and revision of the Municipal Code it has been determined that the comprehensive fee schedule needs to be updated to reflect charges for alcoholic beverage regulations; and

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri the comprehensive fee schedule is set as follows:

SECTION 1:

The 2019 Comprehensive Fee Schedule for the City of Grain Valley is set as outlined in Exhibit A.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN	_____	ALDERMAN BASS	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____
MAYOR *(in the event of a tie only)*	_____		

Approved as to form:

_____ _____
Lauber Municipal Law Mike Todd
City Attorney Mayor

ATTEST:

_____
Theresa Osenbaugh
City Clerk/Assistant City Administrator

Exhibit A
2019 City of Grain Valley
Comprehensive Fee Schedule

Fee Type	Description	2017	2018	2019	2020	2021	2022
City Clerk							
Occupational Licenses	Application Fee	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
	Late Fee	N/A	N/A	N/A	N/A	N/A	N/A
	Renewals After July 15th	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
	Renewals After August 15th	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50
	Renewals After September 15th	$3.75	$3.75	$3.75	$3.75	$3.75	$3.75
	Renewals After October 15th	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
	Renewals After November 15th	$6.25	$6.25	$6.25	$6.25	$6.25	$6.25
	Temporary Contractor Fee (2 per year)	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
	Change of Information Fee	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
	Hotels & Motels-Per Occupant Room Fee	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	Class "A"-Manufacturer of intoxicating malt liquor			$375.00	$375.00	$375.00	$375.00
	Class "B" - Manufacturer, distilling, blending intoxicating liquors			$675.00	$675.00	$675.00	$675.00
	Class "C" Distributor or wholesaler of intoxicating malt liquors			$150.00	$150.00	$150.00	$150.00
	Class "D" Retailers selling intoxicating malt liquors only for consumption on premises (including Sunday)			$75.00	$75.00	$75.00	$75.00
	Class "E" Retailers selling intoxicating malt liquors only in the original package for consumption off premises (including Sunday)			$75.00	$75.00	$75.00	$75.00
	Class "F" Retailers selling intoxicating liquors in the original package, for consumption off premises (weekdays only)			$150.00	$150.00	$150.00	$150.00

Exhibit A
2019 City of Grain Valley
Comprehensive Fee Schedule

Fee Type	Description	2017	2018	2019	2020	2021	2022
Liquor Licenses	Class "G" Retailers selling intoxicating liquors by the drink for consumption on premises, Restaurant-Bar/Lounge-Bar (weekdays only)			$450.00	$450.00	$450.00	$450.00
	Class "H" Sunday retail selling of malt and intoxicating liquors by the drink, on the premises; or in original package for consumption on or off premises			$300.00	$300.00	$300.00	$300.00
	Class "I" Temporary location for liquor by the drink, caters			$90.00	$90.00	$90.00	$90.00
	Class "J" Wine and malt beverage tasting on premises			$37.50	$37.50	$37.50	$37.50
	Class "K" Temporary permit for sale by drink of intoxicants and non-intoxicating beer for certain organizations			$37.50	$37.50	$37.50	$37.50
	Class "L" Convention trade area			$300.00	$300.00	$300.00	$300.00
	Transfer of Existing License to Another Location			$50.00	$50.00	$50.00	$50.00
	Expansion of Location Issued an Existing License			$50.00	$50.00	$50.00	$50.00
Fireworks Sales	Permit Fee	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
	Binder	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
	Applies When Copies Exceed 4 Pages						

Exhibit A
2019 City of Grain Valley
Comprehensive Fee Schedule

Fee Type	Description	2017	2018	2019	2020	2021	2022
Sunshine Requests	Per Page Copy Fee (8.5" x. 11")	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10
	Per Page Copy Fee (8.5" x 14")	$0.30	$0.30	$0.30	$0.30	$0.30	$0.30
	Per Page Copy Fee (11" x 17")	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50
	Video Transfer/Copy Fee	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
Elections	Candidate Filing Fee	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Human Resources							
Application	Police Officer Test	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00

2019 City of Grain Valley
Comprehensive Fee Schedule

Fee Type	Description	2017	2018	2019	2020	2021	2022
Police Department							
Police Reports	Accident or Incident Reports	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
	Copies of In-Car Camera Video	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
Fingerprinting Fees	Applicant or CCW Cards	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Special Event Permit	Block Parties	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
	Parades, Boot Blocks, Walk/Run, Fireworks, Concerts, Etc.	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
Solicitors Permit	Initial Application	$30.00	$30.00	$35.00	$35.00	$35.00	$35.00
	Additional Solicitors added under initial application (cost per card/person)	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Employee Liquor Permit	Initial Application and Renewals			$10.00	$10.00	$10.00	$10.00
Animal Control Fees							
Animal License	Dog or Cat	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	Dog or Cat (3 year tag)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Late Fee	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	Exotic (other than domesticated dog or cat)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
	Late Fee	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
Animal Impound	1st Impound fee	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
	Charge Per Day	$10.00	$12.50	$17.50	$17.50	$17.50	$17.50
	2nd Impound Fee	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
	Charge Per Day	$12.50	$15.00	$20.00	$20.00	$20.00	$20.00
	3rd Impound Fee	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
	Charge Per Day	$15.00	$17.50	$20.00	$20.00	$20.00	$20.00
Animal Surrender	Domesticated Animals Only	$65.00	$75.00	$75.00	$75.00	$75.00	$75.00

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/22/2019	
BILL NUMBER	B19-12	
AGENDA TITLE	**AN ORDINANCE AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT, AS LESSEE, WITH STATE BANK OF MISSOURI, AS LESSOR, WITH RESPECT TO THE ACQUISITION AND INSTALLATION OF IN-CAR VIDEO SYSTEMS AND COMPUTERS**	
REQUESTING DEPARTMENT	Police Department/Finance Department	
PRESENTER	James Beale, Chief of Police Cathy Bowden, Finance Director	
FISCAL INFORMATION	Cost as recommended:	$79,282 paid over a three year period
	Budget Line Item:	100-20-89200
	Balance Available:	$30,000 (12 monthly payments)
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To update the current system with supported equipment	
BACKGROUND	Current COBAN system has been phased out by the company and is no longer supported or manufactured. Most of the units in the vehicles are damaged and cannot be repaired. It does not support the REJIS system which the new system will support.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Lease Documents & Payment Schedule

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-12* ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: FIRST READING _____
ALDERMAN TOTTON

AN ORDINANCE AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI, TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT, AS LESSEE, WITH STATE BANK OF MISSOURI, AS LESSOR, WITH RESPECT TO THE ACQUISITION AND INSTALLATION OF IN-CAR VIDEO SYSTEMS AND COMPUTERS

WHEREAS, the City of Grain Valley, Missouri (the "City"), desires to obtain moneys to pay for the acquisition and installation of equipment , including nine (9) EDGE In-Car Video Systems and nine (9) Getac S410 Windows 10 Pro Computers together with related equipment, hardware, software and accessories (the "Equipment"); and

WHEREAS, in order to facilitate the acquisition of the Equipment and to pay the cost thereof, it is necessary and desirable for the City to enter into annually renewable Equipment Lease Purchase Agreement (together with all exhibits thereto, the "Lease"), with State Bank of Missouri, a Missouri banking corporation (the "Bank"), pursuant to which the City will lease the Equipment on a year-to-year basis from the Bank with an option to purchase;

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri the comprehensive fee schedule is set as follows:

SECTION 1:

Section 1. Approval of the Lease. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Aldermen on the date hereof, with such changes therein as shall be approved by the City Administrator, the City Administrator's execution thereof to be conclusive evidence of the approval thereof. The City Administrator is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the City.

The obligation of the City to pay Rental Payments (as defined in the Lease) under the Lease is subject to annual appropriation, shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.

Section 2. Appropriation of Current Year Rental Payments. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during the City's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of such Rental Payments.

Section 3. Further Authority. The City shall, and all officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Lease and the Equipment.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor of the City.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN	_____	ALDERMAN BASS	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____ _____

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

_____

Theresa Osenbaugh
City Clerk/Assistant City Administrator

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), dated as of April 30, 2019, between **STATE BANK OF MISSOURI**, a state banking corporation organized and existing under the laws of the State of Missouri, as Lessor ("Lessor"), and the **CITY OF GRAIN VALLEY, MISSOURI,** a fourth-class city and political subdivision existing under the laws of the State of Missouri, as Lessee ("Lessee"),

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described, to Lessee, and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Missouri to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means the acquisition cost of the Equipment, set forth on **Exhibit A** attached hereto.

"Agreement" means this Equipment Lease Purchase Agreement and any other schedule or exhibit made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the date on which funds equal to the Acquisition Amount are advanced by Lessor to the Vendors of the Equipment to pay all or a portion of the cost of the Equipment, and the Equipment is accepted by Lessee in the manner described in **Section 5.01**, and

"Contract" means any contract or contract with the Vendors for the acquisition and installation of the Equipment.

"Equipment" means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, repairs, restorations, modifications and improvements thereof or thereto.

"Event of Default" means an Event of Default described in **Section 12.01**.

"Fiscal Year" means Lessee's fiscal year, which is the twelve-month period ending December 31 each year.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 3.03**.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the Fiscal Year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

"Purchase Price" means the amount that Lessee may, at its option, pay to Lessor to purchase the Equipment, as set forth on the Payment Schedule.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's Fiscal Year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

"State" means the State of Missouri.

"Vendors" means the manufacturers of the Equipment, as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment as listed on **Exhibit A**.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a fourth-class city and political subdivision duly organized and existing under the constitution and laws of the State. Lessee is a political subdivision of the State within

the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

Section 2.02. Maintenance of Tax Exemption. Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Agreement to be includable in gross income for federal income tax purposes. Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Agreement. Without limiting the generality of the foregoing, Lessee hereby ratifies, confirms and incorporates herein, as though set forth in full at this place, the representations, covenants and warranties contained in the Federal Tax Certificate attached as **Exhibit D** to this Agreement, and delivered to Lessor concurrently with this Agreement

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire and install the Equipment. Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement.

Section 3.02. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 3.03. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 3.05**;

(b) the exercise by Lessee of the option to purchase the Equipment granted under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Article XII**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the Fiscal Year in which such payments are due. If any Rental Payment is not received within 15 days of its due date, Lessee will pay a late charge equal to 5% of the Rental Payment with a minimum charge of $15 and a maximum charge of $50.

Section 4.02. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in Section 3.05, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any Fiscal Year beyond the then current Fiscal Year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V

EQUIPMENT

Section 5.01. Delivery and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered at the location specified on **Exhibit A** and pay any and all delivery costs in connection therewith. When the Equipment has been delivered, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in substantially the form set forth in **Exhibit C**, or other form acceptable to Lessor. After it has been installed, the Equipment will not be changed from the location specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will provide or obtain all permits and licenses, if any, necessary for the operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.05. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendors.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 10.01** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law and subject to the Lessee's right of sovereign immunity, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The

indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.01**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX

WARRANTIES

Section 9.01. Disclaimer of Warranties. ***LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.***

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendors for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendors to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendors, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendors.

ARTICLE X

OPTION TO PURCHASE; PREPAYMENT

Section 10.01. Purchase Option. Upon giving written notice to Lessor at least 30 days before the date of purchase, Lessee will have the option to purchase the Equipment on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest component of Rental Payments to the purchase date plus any other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 365-day year, actual days elapsed, at **3.25%** per annum.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 10.03. Partial Prepayment of Principal Components of Rental Payments. Lessee shall have the option, on any date, upon giving 30 days' prior written notice to Lessor, to prepay principal

components of Rental Payments. Any such prepayment shall be credited to principal components of Rental Payments in inverse order, and as soon as practicable following any such prepayment, Lessor shall provide a revised Payment Schedule to Lessee, with interest components of Rental Payments computed on the basis of a 365-day year, actual days elapsed, at **3.25%** per annum.

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.01(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notices as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 13.02. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 13.09. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

STATE BANK OF MISSOURI

By: _____

Daniel Strader, Vice President
P.O. Box 303
Grain Valley, MO 64029

CITY OF GRAIN VALLEY, MISSOURI

By: _____

Ryan Hunt, City Administrator
711 Main Street
Grain Valley, MO 64029

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Acquisition Amount: $79,282.28

Description:

A video mobile data computer system, including nine (9) EDGE In-Car Video Systems and nine (9) Getac S410 Windows 10 Pro Computers as well as related equipment, hardware, software and accessories, all as described on the Quotes #Q-08252-4 and #KLZQ622 provided to Lessee by the below-identified Vendors.

The Equipment described above will be installed at the following address, or in vehicles garaged at the following address:

Grain Valley Police Department
711 Main Street
Grain Valley, Missouri

Vendors:

Coban Technologies Inc.
11375 W. Sam Houston Parkway South #800
Houston, Texas 77031
Phone: (281) 925-0488

CDW-G LLC
200 N. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: (800) 808-4239

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date: April 30, 2019

On the Commencement Date, an initial Rental Payment of $1,585.00 shall be paid to, or at the direction of Lessor, to pay or reimburse Lessor for payment of the following closing costs:

Payee	Amount	Purpose
State Bank of Missouri	$75.00	Closing Fee
Gilmore & Bell, P.C.	$1,500.00	Special Tax Counsel Legal Fees

Future Rental Payments shall be made in accordance with Section 4.01 and the following Payment Schedule:

Rental Payment Date	Pmt. No.	Interest Rate	Rental Payments				Purchase Price after Scheduled Payment
			Interest Component	Principal Component		Total	
04/30/2019							
04/30/2019	-						$ 79,282.28
05/15/2019	1	3.250%	$ 105.89	$ 2,208.72		$ 2,314.61	77,073.56
06/15/2019	2	3.250%	212.74	2,101.87		2,314.61	74,971.69
07/15/2019	3	3.250%	200.27	2,114.34		2,314.61	72,857.35
08/15/2019	4	3.250%	201.11	2,113.50		2,314.61	70,743.85
09/15/2019	5	3.250%	195.27	2,119.34		2,314.61	68,624.51
10/15/2019	6	3.250%	183.31	2,131.30		2,314.61	66,493.21
11/15/2019	7	3.250%	183.54	2,131.07		2,314.61	64,362.14
12/15/2019	8	3.250%	171.93	2,142.68		2,314.61	62,219.46
01/15/2020	9	3.250%	171.74	2,142.87		2,314.61	60,076.59
02/15/2020	10	3.250%	165.83	2,148.78		2,314.61	57,927.81
03/15/2020	11	3.250%	149.58	2,165.03		2,314.61	55,762.78
04/15/2020	12	3.250%	153.92	2,160.69		2,314.61	53,602.09
05/15/2020	13	3.250%	143.18	2,171.43		2,314.61	51,430.66
06/15/2020	14	3.250%	141.96	2,172.65		2,314.61	49,258.01
07/15/2020	15	3.250%	131.58	2,183.03		2,314.61	47,074.98
08/15/2020	16	3.250%	129.94	2,184.67		2,314.61	44,890.31
09/15/2020	17	3.250%	123.91	2,190.70		2,314.61	42,699.61
10/15/2020	18	3.250%	114.06	2,200.55		2,314.61	40,499.06
11/15/2020	19	3.250%	111.79	2,202.82		2,314.61	38,296.24
12/15/2020	20	3.250%	102.30	2,212.31		2,314.61	36,083.93
01/15/2021	21	3.250%	99.60	2,215.01		2,314.61	33,868.92
02/15/2021	22	3.250%	93.49	2,221.12		2,314.61	31,647.80
03/15/2021	23	3.250%	78.90	2,235.71		2,314.61	29,412.09
04/15/2021	24	3.250%	81.19	2,233.42		2,314.61	27,178.67
05/15/2021	25	3.250%	72.60	2,242.01		2,314.61	24,936.66
06/15/2021	26	3.250%	68.83	2,245.78		2,314.61	22,690.88
07/15/2021	27	3.250%	60.61	2,254.00		2,314.61	20,436.88
08/15/2021	28	3.250%	56.41	2,258.20		2,314.61	18,178.68
09/15/2021	29	3.250%	50.18	2,264.43		2,314.61	15,914.25
10/15/2021	30	3.250%	42.51	2,272.10		2,314.61	13,642.15
11/15/2021	31	3.250%	37.66	2,276.95		2,314.61	11,365.20

Rental Payment Date	Pmt. No.	Interest Rate	Rental Payments				Purchase Price after Scheduled Payment
			Interest Component	Principal Component		Total	
12/15/2021	32	3.250%	30.36	2,284.25		2,314.61	9,080.95
01/15/2022	33	3.250%	25.07	2,289.54		2,314.61	6,791.41
02/15/2022	34	3.250%	18.75	2,295.86		2,314.61	4,495.55
03/15/2022	35	3.250%	11.21	2,303.40		2,314.61	2,192.15
04/15/2022	36	3.250%	6.05	2,192.15		2,198.20	-
Total			3,927.27	79,282.28		83,209.55	

NOTE: The Purchase Price equals the remaining Principal Component through the maximum Lease Term, after applying the Rental Payment due on the corresponding date.

EXHIBIT C TO EQUIPMENT LEASE PURCHASE AGREEMENT

ACCEPTANCE CERTIFICATE

State Bank of Missouri
P.O. Box 303
Grain Valley, MO 64029
Attn: Daniel Strader, Vice President

Re: Equipment Lease Purchase Agreement dated as of April 30, 2019 (the "Agreement"), between State Bank of Missouri ("Lessor") and City of Grain Valley, Missouri ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) All of the Equipment (as defined in the Agreement) has been delivered and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Lessor is directed to disburse the sum of **$79,282.28** on the date of this Certificate to pay the cost of the Equipment, pursuant to the Agreement and the below instructions.

Payee Name and Address ***(Vendor)***	**Amount to be Paid**	**Payment Delivery Instructions** ***(insert mailing or wiring instructions)***
Coban 11375 W. Sam Houston Parkway South #800 Houston, Texas 77031	**$47,994.00**	
CDW-G LLC 200 N. Milwaukee Avenue Vernon Hills, IL 60061	**$31,288.28**	

Dated: April 30, 2019.

CITY OF GRAIN VALLEY, MISSOURI, LESSEE

By: _____
City Administrator

EXHIBIT D TO EQUIPMENT LEASE PURCHASE AGREEMENT

FEDERAL TAX CERTIFICATE

This **FEDERAL TAX CERTIFICATE** (the "**Tax Certificate**") is being executed as of April 30, 2019 (the "**Closing Date")**, by the City of Grain Valley, Missouri ("**Lessee")**, delivered in connection with a certain Equipment Lease Purchase Agreement dated as of April 30, 2019 (the "**Lease**"), entered into by and among Lessee and the State Bank of Missouri ("**Lessor**"). Lessee is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Lease proceeds and the property financed with those proceeds, as identified on Exhibit A to the Lease (the "**Financed Property**"), and in order to establish and maintain the exclusion from gross income of the interest component of rental payments payable under the Lease for federal income tax purposes ("**Tax-Exempt**"). This Tax Certificate will also be used by Gilmore & Bell, P.C. ("**Special Tax Counsel**"), in reaching the conclusion that the Lease is a Tax-Exempt obligation, thus permitting Special Tax Counsel to provide Lessor with a tax opinion and to provide Lessee with a prepared Form 8038-GC, attached as **Schedule 1**.

1. General; Opinion of Special Tax Counsel. Lessee understands that, among other things, in order for the interest component of rental payments payable under the Lease to remain Tax-Exempt:

(a) Lessee is required to keep records of the investment of certain money identified below and invest those funds only in certain permitted investments;

(b) Lessee generally must spend all money received from the sale of the Lease only for one of the following purposes: to pay legal and related issuance costs of the Lease, and to pay, reimburse or refinance capital costs (not operating expenses) of the Financed Property**;** and

(c) Lessee must limit and restrict the rights private businesses have to use the Financed Property. Each of these requirements continues until the Lease is terminated.

In addition, Lessee acknowledges that it may need to obtain written legal advice from a lawyer or firm of attorneys that regularly advise clients on similar questions as to how these rules apply in specific factual situations, referred to in this Tax Certificate as an "Opinion of Special Tax Counsel." Lessee agrees to obtain an Opinion of Special Tax Counsel as required in this Tax Certificate, in the Compliance Procedure (as defined herein), and whenever Lessee has a question regarding whether an action might impact the Tax-Exempt status of the interest component of rental payments payable under the Lease.

2. Investment Rules.

Restricted Money. These investment rules apply to any money received from the sale of the Lease ("**Sale Proceeds")**, any earnings on those funds ("**Investment Proceeds**"), and any money the Lessee expects to use to repay the Lease ("**Sinking Fund Money**"). All money subject to the investment rules is referred to as "**Restricted Money**."

Sales Proceeds and Investment Proceeds – Opinion of Special Tax Counsel. Consideration for the Lease provided by Lessor consists of tangible property or will be used immediately to acquire tangible property or to reimburse Lessee for property or costs already incurred. Therefore, no Sales Proceeds are expected to be invested. Should circumstances change, and Lessee expects to or actually does hold Restricted Money for more than seven business days, then Lessee will obtain instructions on how to invest the money in an Opinion of Special Tax Counsel. Lessee will obtain additional instructions and directions in an Opinion of Special Tax Counsel if any Restricted Money that is Sale Proceeds or

Investment Proceeds remains unspent more than three years following the Closing Date.

Sinking Fund Money – Opinion of Special Tax Counsel. All Restricted Money that is Sinking Fund Money is expected to be spent to pay debt service on the Lease within one year of date it is received by Lessee. Should circumstances change, and Lessee holds Restricted Money that is Sinking Fund Money under circumstances where Lessee expects the money will be used to pay debt service on the Lease coming due more than one year after the date Lessee receives it, then Lessee will obtain instructions on how to invest the money in an Opinion of Special Tax Counsel.

Lease Exempt from the Rebate Requirement. Lessee represents that: (1) it is a governmental unit that has general taxing powers under the laws of the state of Missouri; (2) no portion of the Lease is a "private activity bond;" (3) 95% or more of the net proceeds of the Lease are to be used for local governmental activities of Lessee; and (4) the proceeds of the Lease are expected to be spent within six months from the date of delivery of the Lease. To the extent the proceeds of the Lease are not spent within six months from the date of delivery of the Lease, then the Lessee will be required to compute rebate and will engage Special Tax Counsel to make the computation.

3. Use of Proceeds; Use of Financed Property

Lessor's Certification of Proceeds. Lessor has represented in a Lender's Closing Certificate, dated as of the Closing Date, that it is holding the Lease for its own account as an investment, with no current intent to resell it. Lessor has represented that the amount paid for the Lease is equal to $79,282.28 (the "**Purchase Price**"). Based on the Purchase Price, Special Tax Counsel has computed the yield on the Lease as shown on **Schedule 3**.

Tax Compliance Procedure. Lessee adopted a Tax-Exempt Financing Compliance Procedure on March 25, 2013 (the "**Compliance Procedure**"), for the purpose of (a) setting out general procedures for Lessee to continuously monitor and comply with the federal income tax requirements applicable to the Lease, and (b) designating an official of Lessee (the **"Compliance Officer"**) who is responsible for implementing the Compliance Procedure. Attached as **Schedule 2** is a form annual compliance checklist for the Lease. The Compliance Officer will prepare and complete an annual compliance checklist for the Financed Property at least annually and, in the event any deficiencies are identified, obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Records of Expenditures. Lessee will maintain records of all expenditures of Sale Proceeds and Investment Proceeds as long as the Lease is outstanding and for a period ending on the third anniversary following the termination of the Lease. If this is a refinancing of a tax-exempt obligation, these records will consist of records of expenditures for the obligation that originally financed the Financed Property. These records shall show (1) the person or entity paid, (2) the amount paid, and (3) a general statement of the purpose of the expenditure, at least sufficient to identify the specific asset provided by the expenditure. Records of expenditures will be maintained in paper or electronic form.

Use of Financed Property. In general, no individual and no entity may have a special legal right or entitlement to use any of the Financed Property unless it is a state or local government or an agency or instrumentality of a state or a local government (an "**Eligible User**"). Lessee is an Eligible User. Lessee intends to own and will operate the Financed Property using only its employees as long as the Lease is outstanding. Lessee will not lease the Financed Property or enter into any agreement permitting any individual or entity that is not an Eligible User to use the Financed Property. Lessee understands that any of the following restrictions on the use of the Financed Property may be modified only if Lessee obtains an Opinion of Special Tax Counsel authorizing the modification and, only then, if Lessee follows the alternate instructions set out in the Opinion of Special Tax Counsel.

4. Miscellaneous

Bank Qualified Tax-Exempt Obligation. Lessee designates the Lease as a "qualified tax-exempt obligation" under Code § 265(b)(3). Lessee reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of Lessee (and all subordinate entities of Lessee) during the current calendar year that the Lease is executed, including the Lease, will not exceed $10,000,000. Lessee will not issue or permit more than $10,000,000 to be issued during the calendar year unless it first obtains an Opinion of Special Tax Counsel that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

No Federal Guarantee. The payment of rental payments on the Lease is not, and Lessee will not permit the payment of rental payments on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

Record Owner. Lessee will maintain or cause to be maintained a record of the owner of the Lease and the person/entity entitled to the receipt of the interest components of rental payments on the Lease. Transfer of ownership of the Lease is effective only if entered in such records, and the Lease will be treated as held in registered form.

No Reimbursement. No Sale Proceeds will be used to reimburse Lessee for costs of the Equipment previously paid by Lessee.

Effective Date of Tax Certificate. This Tax Certificate is effective on and after the Closing Date. If this Tax Certificate is actually executed prior to the Closing Date, it is subject to the express condition that the individual executing the Tax Certificate will immediately notify Lessor and Special Tax Counsel if any of the representations contained herein are not true and correct as of the Closing Date.

Dated April 30, 2019.

CITY OF GRAIN VALLEY, MISSOURI

By: _____
City Administrator

SCHEDULE 1
IRS FOR 8038-GC

SCHEDULE 2

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Lease") financing the Financed Property:	This Annual Compliance Checklist is designed to cover that certain Equipment Lease Purchase Agreement dated as of April 30, 2019 (the "Lease"), between the City of Grain Valley, Missouri and the State Bank of Missouri
Placed in service date of Financed Property:	**April 30, 2019**
Name of Lessee Compliance Officer (Finance Director):	
Financed Property:	Nine (9) EDGE In-Car Video Systems and nine (9) Getac S410 Windows 10 Pro Computers together with related equipment, hardware, software and accessories, as described in the Lease
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	For federal tax purposes, was the Financed Property owned by Lessee during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of Ordinance in the Tax Compliance File.	☐ Yes ☐ No
2 Leases & Other Rights to Possession	During the Annual Period, was the Financed Property subleased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of Ordinance in the Tax Compliance File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Property (e.g., has Lessee hired any organization to run or operate the Financed Property) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the management agreement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of Ordinance in the Tax Compliance File.	☐ Yes ☐ No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Property?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of Ordinance in the Tax Compliance File.	☐ Yes ☐ No
5 Sinking Funds	Did Lessee invest Sinking Fund Money that was being held with the expectation that it would be used to pay debt service on the Lease?	☐ Yes ☐ No ☐ N/A
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to investing the Sinking Fund Money? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel.	☐ Yes ☐ No

Name of Compliance Officer (Finance Director):_____

Date Completed:

SCHEDULE 3

CALCULATION OF YIELD AND WEIGHTED AVERAGE MATURITY

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

$79,282.28
Equipment Lease Purchase Agreement dated as of April 30, 2019
Between State Bank of Missouri and City of Grain Valley, Missouri

Schedule of Lease Payments

Payment Date	Amort. Pmt. No.	Interest Rate	Payments			Principal Balance	Bond Years
			Interest	Principal	Total		
04/30/2019							
04/30/2019	-					$ 79,282.28	-
05/15/2019	1	3.250%	105.89	2,208.72	2,314.61	77,073.56	0.092
06/15/2019	2	3.250%	212.74	2,101.87	2,314.61	74,971.69	0.263
07/15/2019	3	3.250%	200.27	2,114.34	2,314.61	72,857.35	0.440
08/15/2019	4	3.250%	201.11	2,113.50	2,314.61	70,743.85	0.616
09/15/2019	5	3.250%	195.27	2,119.34	2,314.61	68,624.51	0.795
10/15/2019	6	3.250%	183.31	2,131.30	2,314.61	66,493.21	0.977
11/15/2019	7	3.250%	183.54	2,131.07	2,314.61	64,362.14	1.154
12/15/2019	8	3.250%	171.93	2,142.68	2,314.61	62,219.46	1.339
01/15/2020	9	3.250%	171.74	2,142.87	2,314.61	60,076.59	1.518
02/15/2020	10	3.250%	165.83	2,148.78	2,314.61	57,927.81	1.701
03/15/2020	11	3.250%	149.58	2,165.03	2,314.61	55,762.78	1.894
04/15/2020	12	3.250%	153.92	2,160.69	2,314.61	53,602.09	2.071
05/15/2020	13	3.250%	143.18	2,171.43	2,314.61	51,430.66	2.262
06/15/2020	14	3.250%	141.96	2,172.65	2,314.61	49,258.01	2.444
07/15/2020	15	3.250%	131.58	2,183.03	2,314.61	47,074.98	2.638
08/15/2020	16	3.250%	129.94	2,184.67	2,314.61	44,890.31	2.822
09/15/2020	17	3.250%	123.91	2,190.70	2,314.61	42,699.61	3.012
10/15/2020	18	3.250%	114.06	2,200.55	2,314.61	40,499.06	3.209
11/15/2020	19	3.250%	111.79	2,202.82	2,314.61	38,296.24	3.396
12/15/2020	20	3.250%	102.30	2,212.31	2,314.61	36,083.93	3.595
01/15/2021	21	3.250%	99.60	2,215.01	2,314.61	33,868.92	3.784
02/15/2021	22	3.250%	93.49	2,221.12	2,314.61	31,647.80	3.980
03/15/2021	23	3.250%	78.90	2,235.71	2,314.61	29,412.09	4.192
04/15/2021	24	3.250%	81.19	2,233.42	2,314.61	27,178.67	4.374
05/15/2021	25	3.250%	72.60	2,242.01	2,314.61	24,936.66	4.577
06/15/2021	26	3.250%	68.83	2,245.78	2,314.61	22,690.88	4.772
07/15/2021	27	3.250%	60.61	2,254.00	2,314.61	20,436.88	4.978
08/15/2021	28	3.250%	56.41	2,258.20	2,314.61	18,178.68	5.175
09/15/2021	29	3.250%	50.18	2,264.43	2,314.61	15,914.25	5.378
10/15/2021	30	3.250%	42.51	2,272.10	2,314.61	13,642.15	5.586
11/15/2021	31	3.250%	37.66	2,276.95	2,314.61	11,365.20	5.787
12/15/2021	32	3.250%	30.36	2,284.25	2,314.61	9,080.95	5.996
01/15/2022	33	3.250%	25.07	2,289.54	2,314.61	6,791.41	6.201
02/15/2022	34	3.250%	18.75	2,295.86	2,314.61	4,495.55	6.409
03/15/2022	35	3.250%	11.21	2,303.40	2,314.61	2,192.15	6.622
04/15/2022	36	3.250%	6.05	2,192.15	2,198.20	-	6.485
Total			3,927.27	79,282.28	83,209.55		120.535

Lease Statistics			
Principal amount	$ 79,282.28	Day-Count Method	Actual/365
Interest rate	3.250%	Computed Payment Amount	$2,314.37
Dated date	04/30/2019	Actual Payment Amount	$2,314.61
Issue date	04/30/2019	Days of accrued interest	-
First interest payment	05/15/2019	Accrued interest	$0.00
First principal payment	05/15/2019	Bond years	120.535
Last payment	04/15/2022		
No. of principal payments per year	12	Weighted avg. maturity (years)	1.5203
Total no. of principal payments	36	Lease yield	3.280587%
Denomination	0.01	Net interest cost	3.258196%

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

$79,282.28
Equipment Lease Purchase Agreement dated as of April 30, 2019
Between State Bank of Missouri and City of Grain Valley, Missouri

Proof of Arbitrage Yield

Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 3.28059%	Present Value to 04/30/2019
04/30/2019				
04/30/2019	-	-	1.0000000	-
05/15/2019	15	2,314.61	0.9986451	2,311.47
06/15/2019	45	2,314.61	0.9959408	2,305.21
07/15/2019	75	2,314.61	0.9932438	2,298.97
08/15/2019	105	2,314.61	0.9905541	2,292.75
09/15/2019	135	2,314.61	0.9878718	2,286.54
10/15/2019	165	2,314.61	0.9851966	2,280.35
11/15/2019	195	2,314.61	0.9825287	2,274.17
12/15/2019	225	2,314.61	0.9798681	2,268.01
01/15/2020	255	2,314.61	0.9772146	2,261.87
02/15/2020	285	2,314.61	0.9745684	2,255.75
03/15/2020	315	2,314.61	0.9719293	2,249.64
04/15/2020	345	2,314.61	0.9692973	2,243.55
05/15/2020	375	2,314.61	0.9666725	2,237.47
06/15/2020	405	2,314.61	0.9640548	2,231.41
07/15/2020	435	2,314.61	0.9614441	2,225.37
08/15/2020	465	2,314.61	0.9588406	2,219.34
09/15/2020	495	2,314.61	0.9562441	2,213.33
10/15/2020	525	2,314.61	0.9536546	2,207.34
11/15/2020	555	2,314.61	0.9510721	2,201.36
12/15/2020	585	2,314.61	0.9484966	2,195.40
01/15/2021	615	2,314.61	0.9459281	2,189.45
02/15/2021	645	2,314.61	0.9433666	2,183.53
03/15/2021	675	2,314.61	0.9408120	2,177.61
04/15/2021	705	2,314.61	0.9382643	2,171.72
05/15/2021	735	2,314.61	0.9357235	2,165.83
06/15/2021	765	2,314.61	0.9331896	2,159.97
07/15/2021	795	2,314.61	0.9306625	2,154.12
08/15/2021	825	2,314.61	0.9281423	2,148.29
09/15/2021	855	2,314.61	0.9256290	2,142.47
10/15/2021	885	2,314.61	0.9231224	2,136.67
11/15/2021	915	2,314.61	0.9206226	2,130.88
12/15/2021	945	2,314.61	0.9181296	2,125.11
01/15/2022	975	2,314.61	0.9156433	2,119.36
02/15/2022	1,005	2,314.61	0.9131638	2,113.62
03/15/2022	1,035	2,314.61	0.9106909	2,107.89
04/15/2022	1,065	2,198.20	0.9082248	1,996.46
Total		83,209.55		79,282.28

Yield Target Amount:		
Principal	79,282.28	
Original issue premium/discount	-	
Sale proceeds	79,282.28	
Accrued interest	-	
Total		79,282.28
Difference		(0.00)
Lease yield		3.2805866%

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/22/2019	
BILL NUMBER	B19-13	
AGENDA TITLE	**AN ORDINANCE DECLARING THE RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 2, 2019**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Theresa Osenbaugh, Assistant City Administrator/City Clerk	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To certify the election results for the April 2, 2019 election	
BACKGROUND	The Jackson County Election Board presents each municipality with an official certification of the municipal general election. It is required that each municipality involved in an election certify, by vote, the results of said election.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	Notice of Election Filing was posted in the Examiner newspaper on December 4, 2018 as well as posted on the City's website. General Municipal Election was held on April 2, 2019.	
BOARD OR COMMISSION RECOMMENDATION	None	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Election Ballot, & Election Results

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-13* ORDINANCE NO. _____
SECOND READING _____
INTRODUCED BY: FIRST READING _____
ALDERMAN BAMMAN

AN ORDINANCE DECLARING THE RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 2, 2019

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

WHEREAS, a formal Notice of Election Filing was issued by the Election Official and Ordinance #2449 was passed by the Board of Aldermen calling the General Election on April 2, 2019; and

WHEREAS, the Election Authority Certified all election candidates with the Jackson County Board of Election Commissioners on January 17, 2019; and

WHEREAS, the City of Grain Valley held a General Election on April 2, 2019.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri the April 2, 2019 General Election results as follows:

ALDERMAN: WARD I

PRECINCT	CANDIDATE	
	Dale Arnold	*Tom Cleaver*
SN 37, 38	134	149
Absentee	7	7
Total	*141*	*156*

ALDERMAN: WARD II

PRECINCT	CANDIDATE	
	Nancy Totton	*Chuck Johnston*
Sn 39,42	85	67
Absentee	9	5
Total	*94*	*72*

ALDERMAN: WARD III

PRECINCT	CANDIDATE
	Shea Bass
SN 39, 42	157
SN 41	60
Absentee	8
Total	*225*

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

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

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

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN	_____	ALDERMAN BASS	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____ _____

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

_____

Theresa Osenbaugh
Assistant City Administrator/City Clerk

NOTICE OF GENERAL MUNICIPAL ELECTION
CITY OF GRAIN VALLEY, MISSOURI
TUESDAY, APRIL 2, 2019

Notice is hereby given to the registered qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of said City has called a General Mnnicipal Election to be held on Tuesday, April 2, 2019. The polls will be open from 6 a.m. until 7 p.m.

The official ballot will be substantially in the following form:

SAMPLE BALLOT
CITY OF GRAIN VALLEY, MISSOURI
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 2, 2019

FOR ALDERMAN - WARD 1
DALE ARNOLD
TOM CLEAVER
WRITE-IN

FOR ALDERMAN - WARD 2
NANCY L. TOTTON
CHUCK JOHNSTON
WRITE-IN

FOR ALDERMAN - WARD 3
SHEA MICHAEL BASS
WRITE-IN

INSTRUCTIONS TO VOTERS

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

To cast a vote for a write-in, use blue or black ink to fill the box corresponding to that office. Write in the candidate's name on the write-in line provided.

INTENTIONALLY LEFT BLANK

OFFICIAL CERTIFICATION

GENERAL MUNICIPAL ELECTION

CITY OF GRAIN VALLEY

STATE OF MISSOURI

County of Jackson

Tuesday, April 2, 2019

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

Michael K. Whitehead	Mary Ellen Miller	Colleen M. Scott	Vernon E. Scoville, III
Chairman	Secretary	Member	Member

Tammy L. Brown	Corey Dillon
Director	Director

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN	
Jursidiction Wide											
B107, 08											
Normal	51	3	5.88%	-	-	-	-	-	-	-	-
Absentee	51	-	-	-	-	-	-	-	-	-	-
B2 03, 04											
Normal	1033	37	3.58%	-	-	-	-	-	-	-	-
Absentee	1033	-	-	-	-	-	-	-	-	-	-
B2 05											
Normal	365	5	1.37%	-	-	-	-	-	-	-	-
Absentee	365	-	-	-	-	-	-	-	-	-	-
B3 02											
Normal	1365	61	4.47%	-	-	-	-	-	-	-	-
Absentee	1365	-	-	-	-	-	-	-	-	-	-
B3 03											
Normal	1142	47	4.12%	-	-	-	-	-	-	-	-
Absentee	1142	-	-	-	-	-	-	-	-	-	-
B3 04, 05											
Normal	2643	143	5.41%	-	-	-	-	-	-	-	-
Absentee	2643	-	-	-	-	-	-	-	-	-	-
B3 06, 07											
Normal	1619	116	7.16%	-	-	-	-	-	-	-	-
Absentee	1619	-	-	-	-	-	-	-	-	-	-
B3 08, 09											
Normal	1651	82	4.97%	-	-	-	-	-	-	-	-
Absentee	1651	-	-	-	-	-	-	-	-	-	-
B7 02											
Normal	895	64	7.15%	-	-	-	-	-	-	-	-
Absentee	895	-	-	-	-	-	-	-	-	-	-
B7 06, 07											
Normal	1748	135	7.72%	-	-	-	-	-	-	-	-
Absentee	1748	-	-	-	-	-	-	-	-	-	-
B8 04											
Normal	1274	71	5.57%	-	-	-	-	-	-	-	-
Absentee	1274	-	-	-	-	-	-	-	-	-	-
B8 05											
Normal	1554	75	4.83%	-	-	-	-	-	-	-	-
Absentee	1554	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN	
B8 06											
Normal	783	35	4.47%	-	-	-	-	-	-	-	-
Absentee	783	-	-	-	-	-	-	-	-	-	-
B8 07, 08											
Normal	314	22	7.01%	-	-	-	-	-	-	-	-
Absentee	314	-	-	-	-	-	-	-	-	-	-
BR 01											
Normal	838	181	21.60%	-	-	-	-	-	-	-	-
Absentee	838	-	-	-	-	-	-	-	-	-	-
BR 02											
Normal	1277	315	24.67%	-	-	-	-	-	-	-	-
Absentee	1277	-	-	-	-	-	-	-	-	-	-
BR03, 04											
Normal	1136	229	20.16%	-	-	-	-	-	-	-	-
Absentee	1136	-	-	-	-	-	-	-	-	-	-
BR05, 06, 20											
Normal	1356	330	24.34%	-	-	-	-	-	-	-	-
Absentee	1356	-	-	-	-	-	-	-	-	-	-
BR 07											
Normal	1033	287	27.78%	-	-	-	-	-	-	-	-
Absentee	1033	-	-	-	-	-	-	-	-	-	-
BR08, 13											
Normal	2716	597	21.98%	-	-	-	-	-	-	-	-
Absentee	2716	-	-	-	-	-	-	-	-	-	-
BR 09											
Normal	1080	179	16.57%	-	-	-	-	-	-	-	-
Absentee	1080	-	-	-	-	-	-	-	-	-	-
BR 10											
Normal	1785	359	20.11%	-	-	-	-	-	-	-	-
Absentee	1785	-	-	-	-	-	-	-	-	-	-
BR11, 15											
Normal	1110	193	17.39%	-	-	-	-	-	-	-	-
Absentee	1110	-	-	-	-	-	-	-	-	-	-
BR 12											
Normal	1525	377	24.72%	-	-	-	-	-	-	-	-
Absentee	1525	-	-	-	-	-	-	-	-	-	-
BR 14											
Normal	783	166	21.20%	-	-	-	-	-	-	-	-
Absentee	783	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1											
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD			TOM CLEAVER			WRITE IN			
BR16, 17															
Normal	1383	247	17.86%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1383	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BR18, 19															
Normal	1232	285	23.13%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1232	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FO 01, 02															
Normal	439	39	8.88%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	439	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FO 03, 04, 05, 09															
Normal	1780	139	7.81%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1780	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FO 06, 10															
Normal	419	45	10.74%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	419	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FO07															
Normal	233	35	15.02%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	233	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FO 08															
Normal	1313	126	9.60%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1313	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 01, SN 01, 02															
Normal	731	35	4.79%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	731	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 02															
Normal	1171	122	10.42%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1171	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 03, 04															
Normal	2182	148	6.78%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	2182	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 05															
Normal	525	39	7.43%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	525	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 06, 09															
Normal	3141	209	6.65%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	3141	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PR 07															
Normal	1771	147	8.30%	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	1771	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
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	Turnout			GRAIN VALLEY ALDERMAN WARD 1								
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN		
PR 08, 10, 11												
Normal	2861	253	8.84%	-	-	-	-	-	-	-	-	-
Absentee	2861	-	-	-	-	-	-	-	-	-	-	-
PR 12												
Normal	1563	138	8.83%	-	-	-	-	-	-	-	-	-
Absentee	1563	-	-	-	-	-	-	-	-	-	-	-
PR13, 14												
Normal	2308	343	14.86%	-	-	-	-	-	-	-	-	-
Absentee	2308	-	-	-	-	-	-	-	-	-	-	-
PR 15												
Normal	815	118	14.48%	-	-	-	-	-	-	-	-	-
Absentee	815	-	-	-	-	-	-	-	-	-	-	-
PR 16												
Normal	981	126	12.84%	-	-	-	-	-	-	-	-	-
Absentee	981	-	-	-	-	-	-	-	-	-	-	-
PR 17												
Normal	1215	150	12.35%	-	-	-	-	-	-	-	-	-
Absentee	1215	-	-	-	-	-	-	-	-	-	-	-
PR 18												
Normal	1252	139	11.10%	-	-	-	-	-	-	-	-	-
Absentee	1252	-	-	-	-	-	-	-	-	-	-	-
PR 19												
Normal	2253	302	13.40%	-	-	-	-	-	-	-	-	-
Absentee	2253	-	-	-	-	-	-	-	-	-	-	-
PR 20												
Normal	1374	249	18.12%	-	-	-	-	-	-	-	-	-
Absentee	1374	-	-	-	-	-	-	-	-	-	-	-
PR 21, 22												
Normal	2359	265	11.23%	-	-	-	-	-	-	-	-	-
Absentee	2359	-	-	-	-	-	-	-	-	-	-	-
PR23												
Normal	2309	278	12.04%	-	-	-	-	-	-	-	-	-
Absentee	2309	-	-	-	-	-	-	-	-	-	-	-
PR 24, 25												
Normal	2689	247	9.19%	-	-	-	-	-	-	-	-	-
Absentee	2689	-	-	-	-	-	-	-	-	-	-	-
PR26												
Normal	1383	93	6.72%	-	-	-	-	-	-	-	-	-
Absentee	1383	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN	
PR 27											
Normal	2406	143	5.94%	-	-	-	-	-	-	-	-
Absentee	2406	-	-	-	-	-	-	-	-	-	-
PR 28, 29											
Normal	3500	181	5.17%	-	-	-	-	-	-	-	-
Absentee	3500	-	-	-	-	-	-	-	-	-	-
PR30, 31											
Normal	2380	147	6.18%	-	-	-	-	-	-	-	-
Absentee	2380	-	-	-	-	-	-	-	-	-	-
PR 32											
Normal	1844	101	5.48%	-	-	-	-	-	-	-	-
Absentee	1844	-	-	-	-	-	-	-	-	-	-
PR33, 62											
Normal	1091	104	9.53%	-	-	-	-	-	-	-	-
Absentee	1091	-	-	-	-	-	-	-	-	-	-
PR 34											
Normal	1410	73	5.18%	-	-	-	-	-	-	-	-
Absentee	1410	-	-	-	-	-	-	-	-	-	-
PR 35, 36											
Normal	2285	140	6.13%	-	-	-	-	-	-	-	-
Absentee	2285	-	-	-	-	-	-	-	-	-	-
PR 37											
Normal	1454	100	6.88%	-	-	-	-	-	-	-	-
Absentee	1454	-	-	-	-	-	-	-	-	-	-
PR 38											
Normal	999	78	7.81%	-	-	-	-	-	-	-	-
Absentee	999	-	-	-	-	-	-	-	-	-	-
PR 39											
Normal	1852	178	9.61%	-	-	-	-	-	-	-	-
Absentee	1852	-	-	-	-	-	-	-	-	-	-
PR 40, 41, 42											
Normal	3748	338	9.02%	-	-	-	-	-	-	-	-
Absentee	3748	-	-	-	-	-	-	-	-	-	-
PR 43, 45											
Normal	2687	196	7.29%	-	-	-	-	-	-	-	-
Absentee	2687	-	-	-	-	-	-	-	-	-	-
PR 44											
Normal	1787	145	8.11%	-	-	-	-	-	-	-	-
Absentee	1787	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1								
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN		
PR46, 59												
Normal	1669	212	12.70%	-	-	-	-	-	-	-	-	-
Absentee	1669	-	-	-	-	-	-	-	-	-	-	-
PR 47, 48												
Normal	1746	146	8.36%	-	-	-	-	-	-	-	-	-
Absentee	1746	-	-	-	-	-	-	-	-	-	-	-
PR 49												
Normal	1612	149	9.24%	-	-	-	-	-	-	-	-	-
Absentee	1612	-	-	-	-	-	-	-	-	-	-	-
PR 50												
Normal	1826	179	9.80%	-	-	-	-	-	-	-	-	-
Absentee	1826	-	-	-	-	-	-	-	-	-	-	-
PR51, 52												
Normal	1798	148	8.23%	-	-	-	-	-	-	-	-	-
Absentee	1798	-	-	-	-	-	-	-	-	-	-	-
PR53, 54, 55, 56, 57												
Normal	1258	127	10.10%	-	-	-	-	-	-	-	-	-
Absentee	1258	-	-	-	-	-	-	-	-	-	-	-
PR60, VB 07, 08, 14												
Normal	1450	164	11.31%	-	-	-	-	-	-	-	-	-
Absentee	1450	-	-	-	-	-	-	-	-	-	-	-
SN03, 19, 25												
Normal	1741	168	9.65%	-	-	-	-	-	-	-	-	-
Absentee	1741	-	-	-	-	-	-	-	-	-	-	-
SN04, 05, 06												
Normal	2409	135	5.60%	-	-	-	-	-	-	-	-	-
Absentee	2409	-	-	-	-	-	-	-	-	-	-	-
SN07, 09												
Normal	2352	266	11.31%	-	-	-	-	-	-	-	-	-
Absentee	2352	-	-	-	-	-	-	-	-	-	-	-
SN08												
Normal	1927	299	15.52%	-	-	-	-	-	-	-	-	-
Absentee	1927	-	-	-	-	-	-	-	-	-	-	-
SN10, 12												
Normal	2923	374	12.80%	-	-	-	-	-	-	-	-	-
Absentee	2923	-	-	-	-	-	-	-	-	-	-	-
SN 11												
Normal	1176	162	13.78%	-	-	-	-	-	-	-	-	-
Absentee	1176	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1						
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN
SN13, 14										
Normal	2379	290	12.19%	-	-	-	-	-	-	-
Absentee	2379	-	-	-	-	-	-	-	-	-
SN15, 16, 23										
Normal	2871	239	8.32%	-	-	-	-	-	-	-
Absentee	2871	-	-	-	-	-	-	-	-	-
SN17										
Normal	1050	74	7.05%	-	-	-	-	-	-	-
Absentee	1050	-	-	-	-	-	-	-	-	-
SN18										
Normal	1485	118	7.95%	-	-	-	-	-	-	-
Absentee	1485	-	-	-	-	-	-	-	-	-
SN 20										
Normal	1375	108	7.85%	-	-	-	-	-	-	-
Absentee	1375	-	-	-	-	-	-	-	-	-
SN21										
Normal	1832	150	8.19%	-	-	-	-	-	-	-
Absentee	1832	-	-	-	-	-	-	-	-	-
SN22, 24										
Normal	2328	201	8.63%	-	-	-	-	-	-	-
Absentee	2328	-	-	-	-	-	-	-	-	-
SN26										
Normal	964	93	9.65%	-	-	-	-	-	-	-
Absentee	964	-	-	-	-	-	-	-	-	-
SN 27										
Normal	1645	116	7.05%	-	-	-	-	-	-	-
Absentee	1645	-	-	-	-	-	-	-	-	-
SN28										
Normal	1161	133	11.46%	-	-	-	-	-	-	-
Absentee	1161	-	-	-	-	-	-	-	-	-
SN29										
Normal	1416	75	5.30%	-	-	-	-	-	-	-
Absentee	1416	-	-	-	-	-	-	-	-	-
SN 30										
Normal	1614	98	6.07%	-	-	-	-	-	-	-
Absentee	1614	-	-	-	-	-	-	-	-	-
SN31										
Normal	1856	139	7.49%	-	-	-	-	-	-	-
Absentee	1856	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN	
SN32, 33											
Normal	1574	135	8.58%	-	-	-	-	-	-	-	-
Absentee	1574	-	-	-	-	-	-	-	-	-	-
SN34, 35, 36											
Normal	621	97	15.62%	-	-	-	-	-	-	-	-
Absentee	621	-	-	-	-	-	-	-	-	-	-
SN37, 38											
Normal	3568	367	10.29%	2727	284	134	47.18%	149	52.46%	1	0.35%
Absentee	3568	-	-	2727	0	0	-	0	-	0	-
SN39, 42											
Normal	4244	340	8.01%	-	-	-	-	-	-	-	-
Absentee	4244	-	-	-	-	-	-	-	-	-	-
SN40, 50, 51, 52											
Normal	1833	177	9.66%	-	-	-	-	-	-	-	-
Absentee	1833	-	-	-	-	-	-	-	-	-	-
SN 41											
Normal	1028	66	6.42%	-	-	-	-	-	-	-	-
Absentee	1028	-	-	-	-	-	-	-	-	-	-
SN43, 46, 47											
Normal	1468	89	6.06%	-	-	-	-	-	-	-	-
Absentee	1468	-	-	-	-	-	-	-	-	-	-
SN44, 45											
Normal	2127	359	16.88%	-	-	-	-	-	-	-	-
Absentee	2127	-	-	-	-	-	-	-	-	-	-
SN 48, 49											
Normal	1357	155	11.42%	-	-	-	-	-	-	-	-
Absentee	1357	-	-	-	-	-	-	-	-	-	-
VB01, 12											
Normal	463	44	9.50%	-	-	-	-	-	-	-	-
Absentee	463	-	-	-	-	-	-	-	-	-	-
VB02, 03, 04, 13											
Normal	1539	191	12.41%	-	-	-	-	-	-	-	-
Absentee	1539	-	-	-	-	-	-	-	-	-	-
VB 09											
Normal	447	101	22.60%	-	-	-	-	-	-	-	-
Absentee	447	-	-	-	-	-	-	-	-	-	-
VB10, 11											
Normal	820	65	7.93%	-	-	-	-	-	-	-	-
Absentee	820	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	Turnout			GRAIN VALLEY ALDERMAN WARD 1							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DALE ARNOLD		TOM CLEAVER		WRITE IN	
VB15, 16, 17, 18											
Normal	941	84	8.93%	-	-	-	-	-	-	-	-
Absentee	941	-	-	-	-	-	-	-	-	-	-
WA 01											
Normal	1430	130	9.09%	-	-	-	-	-	-	-	-
Absentee	1430	-	-	-	-	-	-	-	-	-	-
WA 02											
Normal	1349	154	11.42%	-	-	-	-	-	-	-	-
Absentee	1349	-	-	-	-	-	-	-	-	-	-
WA 03, 04											
Normal	1817	144	7.93%	-	-	-	-	-	-	-	-
Absentee	1817	-	-	-	-	-	-	-	-	-	-
WA05, 06											
Normal	977	105	10.75%	-	-	-	-	-	-	-	-
Absentee	977	-	-	-	-	-	-	-	-	-	-
WA 07											
Normal	1315	117	8.90%	-	-	-	-	-	-	-	-
Absentee	1315	-	-	-	-	-	-	-	-	-	-
WA 08											
Normal	827	97	11.73%	-	-	-	-	-	-	-	-
Absentee	827	-	-	-	-	-	-	-	-	-	-
WA 09											
Normal	865	73	8.44%	-	-	-	-	-	-	-	-
Absentee	865	-	-	-	-	-	-	-	-	-	-
WA 10											
Normal	1758	169	9.61%	-	-	-	-	-	-	-	-
Absentee	1758	-	-	-	-	-	-	-	-	-	-
WA 11											
Normal	1264	109	8.62%	-	-	-	-	-	-	-	-
Absentee	1264	-	-	-	-	-	-	-	-	-	-
WA 12											
Normal	1612	117	7.26%	-	-	-	-	-	-	-	-
Absentee	1612	-	-	-	-	-	-	-	-	-	-
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	-
Absentee	-	1167	-	0	14	7	50.00%	7	50.00%	0	-
Total											
Normal	179308	18198	10.15%	2727	284	134	47.18%	149	52.46%	1	0.35%
Absentee	179308	1167	0.65%	2727	14	7	50.00%	7	50.00%	0	-
Total	179308	19365	10.80%	2727	298	141	47.32%	156	52.35%	1	0.34%

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
Jursidiction Wide										
B107, 08										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B2 03, 04										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B2 05										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B3 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B3 03										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B3 04, 05										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B3 06, 07										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B3 08, 09										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B7 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B7 06, 07										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B8 04										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B8 05										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
B8 06										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
B8 07, 08										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 01										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR03, 04										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR05, 06, 20										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 07										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR08, 13										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 09										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 10										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR11, 15										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 12										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR 14										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
BR16, 17										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
BR18, 19										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
FO 01, 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
FO 03, 04, 05, 09										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
FO 06, 10										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
FO07										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
FO 08										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 01, SN 01, 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 02										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 03, 04										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 05										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 06, 09										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 07										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
PR 08, 10, 11										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 12										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR13, 14										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 15										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 16										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 17										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 18										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 19										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 20										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 21, 22										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR23										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 24, 25										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR26										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
PR 27										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 28, 29										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR30, 31										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 32										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR33, 62										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 34										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 35, 36										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 37										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 38										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 39										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 40, 41, 42										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 43, 45										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 44										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
PR46, 59										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 47, 48										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 49										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR 50										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR51, 52										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR53, 54, 55, 56, 57										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
PR60, VB 07, 08, 14										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN03, 19, 25										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN04, 05, 06										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN07, 09										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN08										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN10, 12										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN 11										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
Election Day
Official

Date: 4/8/2019
Time: 3:15:37 PM

	GRAIN VALLEY ALDERMAN WARD 2					GRAIN VALLEY ALDERMAN WARD 3				
	Reg. Voters	Total Votes	NANCY L. TOTTON	CHUCK JOHNSTON	WRITE IN	Reg. Voters	Total Votes	SHEA MICHAEL BASS	WRITE IN	
SN13, 14										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN15, 16, 23										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN17										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN18										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN 20										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN21										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN22, 24										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN26										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN 27										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN28										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN29										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN 30										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-
SN31										
Normal	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
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	GRAIN VALLEY ALDERMAN WARD 2								GRAIN VALLEY ALDERMAN WARD 3							
	Reg. Voters	Total Votes	NANCY L. TOTTON		CHUCK JOHNSTON		WRITE IN		Reg. Voters	Total Votes	SHEA MICHAEL BASS		WRITE IN			
SN32, 33																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SN34, 35, 36																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SN37, 38																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SN39, 42																
Normal	2006	155	85	54.84%	67	43.23%	3	1.94%	2231	159	157	98.74%	2	1.26%		
Absentee	2006	0	0	-	0	-	0	-	2231	0	0	-	0	-		
SN40, 50, 51, 52																
Normal	4	0	0	-	0	-	0	-	-	-	-	-	-	-	-	-
Absentee	4	0	0	-	0	-	0	-	-	-	-	-	-	-	-	-
SN 41																
Normal	-	-	-	-	-	-	-	-	1028	60	60	100.00%	0	-		
Absentee	-	-	-	-	-	-	-	-	1028	0	0	-	0	-		
SN43, 46, 47																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SN44, 45																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SN 48, 49																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VB01, 12																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VB02, 03, 04, 13																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VB 09																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VB10, 11																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2019
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Date: 4/8/2019
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	GRAIN VALLEY ALDERMAN WARD 2								GRAIN VALLEY ALDERMAN WARD 3							
	Reg. Voters	Total Votes	NANCY L. TOTTON		CHUCK JOHNSTON		WRITE IN		Reg. Voters	Total Votes	SHEA MICHAEL BASS		WRITE IN			
VB15, 16, 17, 18																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 01																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 02																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 03, 04																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA05, 06																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 07																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 08																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 09																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 10																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 11																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WA 12																
Normal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ABSENTEE																
Normal	0	0	0	-	0	-	0	-	0	0	0	-	0	-		
Absentee	0	14	9	64.29%	5	35.71%	0	-	0	8	8	100.00%	0	-		
Total																
Normal	2010	155	85	54.84%	67	43.23%	3	1.94%	3259	219	217	99.09%	2	0.91%		
Absentee	2010	14	9	64.29%	5	35.71%	0	-	3259	8	8	100.00%	0	-		
Total	2010	169	94	55.62%	72	42.60%	3	1.78%	3259	227	225	99.12%	2	0.88%		

NOTICE OF GENERAL MUNICIPAL ELECTION
CITY OF GRAIN VALLEY, MISSOURI
TUESDAY, APRIL 2, 2019

Notice is hereby given to the registered qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 2, 2019. The polls will be open from 6 a.m. until 7 p.m.

The official ballot will be substantially in the following form:

SAMPLE BALLOT
CITY OF GRAIN VALLEY, MISSOURI
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 2, 2019

FOR ALDERMAN - WARD 1
DALE ARNOLD
TOM CLEAVER
WRITE-IN

FOR ALDERMAN - WARD 2
NANCY L. TOTTON
CHUCK JOHNSTON
WRITE-IN

FOR ALDERMAN - WARD 3
SHEA MICHAEL BASS
WRITE-IN

INSTRUCTIONS TO VOTERS

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

To cast a vote for a write-in, use blue or black ink to fill the box corresponding to that office. Write in the candidate's name on the write-in line provided.

The following is a list of the polling (voting) locations:

Pct	Name	Address
	SNI-A-BAR TOWNSHIP	
37,38	Grain Valley South Middle School	901 SW Ryan Rd
39,42	Grain Valley Community Center	713 S Main St
40	Grain Valley Community of Christ	32901 E Pink Hill Rd
41	First Baptist Church of Grain Valley	207 W Walnut St

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 22nd day of January, 2019.

JACKSON COUNTY BOARD
OF ELECTION COMMISSIONERS

Tammy L. Brown, Director
Corey Dillon, Director
Attest:
Mary Ellen Miller, Secretary

Michael K. Whitehead, Chairman
Mary Ellen Miller, Secretary
Colleen M. Scott, Member
Vernon E. Scoville, III, Member

NOTICE OF ACCESSIBILITY

FURTHER NOTICE IS GIVEN that, where a regular polling place has limited accessibility, a disabled or elderly voter may be provided an alternative means of casting his or her ballot. Such means may include reassignment to an accessible polling place, curbside voting, assisted voting or voting by absentee ballot. A voter may apply for an absentee ballot in person or by mail, or may have a relative or guardian apply in person on his or her behalf. If an absentee voter is disabled or incapacitated, the notary requirement is waived. In addition, voters requiring assistance may be assisted by a person of the voter's choice.

MICHAEL K. WHITEHEAD, CHAIRMAN
MARY ELLEN MILLER, SECRETARY
COLLEEN M. SCOTT, MEMBER
VERNON E. SCOVILLE, III, MEMBER

TAMMY L. BROWN, DIRECTOR
COREY DILLON, DIRECTOR

Jackson County Election Board

215 NORTH LIBERTY
POST OFFICE BOX 296
INDEPENDENCE, MISSOURI 64051
(816) 325-4600
FAX (816) 325-4609

https://jcebmo.org

OFFICIAL CERTIFICATION FOR APRIL 2, 2019
GENERAL MUNICIPAL ELECTION

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct and complete return of all votes counted in the General Municipal Election held Tuesday, April 2, 2019. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 11th day of April 2019.

Michael K. Whitehead
Chairman

Mary Ellen Miller
Secretary

Colleen M. Scott
Member

Vernon E. Scoville, III
Member