CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

SEPTEMBER 23, 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 Jamie Logan

ITEM III: INVOCATION
- Darryl Jones with Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE
- Alderman Cleaver

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: CONSENT AGENDA
- July 23, 2019 – Park Board Minutes
- August 2019 – Court Report
- September 9, 2019 – Board of Aldermen Regular Meeting Minutes
- September 23, 2019 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS
- None

ITEM X: NEW BUSINESS

- Liquor License Request – Temp Stop

ITEM XI: PRESENTATIONS

- Grain Valley Partnership Annual Report

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

ITEM XIII (A)
B19-24
2ND READ

An Ordinance Amending Title IV of the Code of Ordinances to Include a New Chapter Addressing Medical Marijuana Facilities and Section 400.240, Conditional Uses, be Amended to Include a New Subsection Regarding Medical Marijuana Facilities

To address zoning for medical marijuana facilities within the corporate boundaries of the City

ITEM XIII (B)
B19-25
2ND READ

An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2019 Calendar Year for General Municipal Government Operations; The Retirement of General Obligation Debt; Park Maintenance; and Public Health Purposes

To meet the required timelines for establishing the tax rate within Jackson County, Missouri; The tax generated provides revenue for operating the city and making the debt service payments

ITEM XIII (C)
B19-26
2ND READ

An Ordinance Authorizing the Escrow of Funds Sufficient to pay a Portion of the Outstanding General Obligation Bonds, Series 2011, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions

To approve an ordinance escrowing funds for payment of the Series 2011 General Obligation Bonds maturing between March 1, 2029 to March 1, 2031

ITEM XIV: RESOLUTIONS

ITEM XIV (A) R19-40 **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Use of the City of Lee's Summit Missouri Co-op Bid 2019-014 Concrete/Curb/Street**

To replace failing curb and sidewalk at various locations in Grain Valley including updating sidewalks and ADA ramps for the 2019 CIP asphalt overlay project in Greystone Subdivision

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Deputy City Administrator Ken Murphy
- Assistant City Administrator Theresa Osenbaugh
- Chief of Police James Beale
- Finance Director Steven Craig
- Parks & Recreation Director Shannon Davies
- Community Development Director Mark Trosen
- City Clerk Jamie Logan

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Jayci Stratton
- Alderman Nancy Totton
- Alderman Yolanda West

ITEM XVIII: MAYOR REPORT

- Mayor Mike Todd

ITEM XIX: EXECUTIVE SESSION

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

ITEM XX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON OCTOBER 14, 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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GRAIN VALLEY PARK BOARD
MINUTES
July 23, 2019

Meeting called to order at 7:00 P.M. by President Brad Welle.

ROLL CALL:

PRESENT: Brad Welle (President), Nathan Hays (Vice President), Norm Combs, Don Caslavka, Jared English, Chuck Harris, Brian Bray, Alderman Jayci Stratton, Shannon Davies (Director)

ABSENT: Becky Gray (Secretary), Terry Hill

CONSENT AGENDA:

a. **APPROVAL OF MINUTES:** Motion by Norm Combs and seconded by Chuck Harris to approve the June Minutes. Motion carried.

TREASURER'S REPORT:

a. **REVIEW OF ACCOUNTS PAYABLE/EXPENDITURES/REVENUES:** Shannon highlighted and explained the more notable expenditures and reviewed the year-to-date revenues/expenses.

CITIZEN COMMENTS: none

COMMITTEE REPORTS:

a. **Veteran's Tribute –** Norm Combs
   i. There was a $3,000 donation for 3 benches that will be placed around the outside perimeter of the tribute.
   ii. The Pathways of Honor committee is planning a Chili Cook-off Fundraiser.
   iii. Construction of the second ring of the tribute should start soon. Waiting on the contractor.
   iv. The committee plans on once again having a booth at the annual fair.

OLD BUSINESS:

a. **Park Signage –** Shannon Davies
   i. The signage is scheduled to be installed within the next few weeks. Shannon will send the board an email once they have been installed.

b. **Cross Creek Trail Project** – Shannon Davies
   i. The asphalt installation has been delayed due to the excessively wet spring/summer. We must ensure that the ground is dry and stable before they lay asphalt, or it will fail sooner than it should. Terra Technologies also had to repair some of the culvert crossings due to the flooding from the rain.

c. **Trails Master Plan Review –** Shannon Davies
   i. Shannon provided an aerial of the Trail System that reflected those changes made by him, Jared English and Nathan Hays when they had met previously. The goal was to identify priority trail projects as well as those trail projects that are no longer feasible, or at least not feasible within the next 10 years.
   ii. The Trails Master Plan probably needs to be reviewed every 2-3 years to update priorities and timelines. These changes need to be reflected in the annual Parks CIP.

d. **Picnic Table Shelters** – Group Discussion
   i. Nothing new to report. We are looking at installing the picnic table shelters once the park entrance signs have been installed.

e. **Community Campus Planning** – Shannon Davies
   i. Several meetings with the design firm have occurred. Preparations have started with drafting the community survey on what residents would like to see out at the new property. The City is planning on having 1-2 community forums as well.

f. **Park Board Reappointments** – Shannon Davies
   i. Don Caslavka, Terry Hill and Brian Bray were all reappointed to the Park Board to another full term at the June 24th Board of Aldermen meeting.

NEW BUSINESS:

a. **2020 Budget Prep** - Group Discussion/Review
   i. Shannon stated that preparations for the 2020 Budget are underway. Shannon provided some preliminary information and timelines but stated that we will spend more time at the next meeting once we have more info/estimates/plans/projections available regarding the following:
      a) Revenues/Expenditures
      b) Capital Equipment/Projects
      c) Capital Improvement Program (CIP)
      d) Fee Schedule

DIRECTOR'S REPORT

1. **<u>Operational Updates</u>**
   a. Butterfly Trail Pond Vegetation Update: We are not only treating the vegetation with an eco-friendly chemical, but we are also applying blue dye to the water to prevent the sunlight from penetrating the water. This new chemical coupled with the dye was a recommendation by the Missouri Department of Conservation. We'll have an update on the effectiveness of this at the next park board meeting.
   b. Adopt-A-Bench Program: We had a new bench adoption and it was just recently installed along Butterfly Trail.

c. Youth Baseball/Softball Update: The Spring season has wrapped-up. We have already started registration for the Fall, Baseball/Softball season.

2. <u>City Updates</u>
   a. The Mayor is hosting a new event this year called "Night Out with the Mayor" for kids in 4th-7th grades. The first event was held on July 12th and the next one is on July 26th.
   b. National Night Out on Crime: Thursday, August 6th

3. <u>Past/Current Programs/Special Events</u>
   a. Group and Private Swim Lessons
   b. Water Aerobics
   c. Popsicles in the Park – 6/18, 7/16
   d. Preschool Players Instruction T-ball

4. <u>Upcoming Programs/Special Events</u>
   a. Movie in the Park (Incredibles 2) – August 9th
   b. Family Photo Contest

TOPICS FOR NEXT MEETING:
   a. Park Signage
   b. Cross Creek Park Trail Project
   c. Community Campus Planning
   d. 2020 Budget Prep
   e. Picnic Table Shelters Update

ADJOURNMENT:

Motion by Norm Combs, seconded by Chuck Harris, to adjourn. Motion carried.
Meeting adjourned at 8:27 PM.

Next regular meeting will be August 20, 2019.

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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: August, 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	113	1,506	256
B. Cases *(citations / informations)* filed	5	32	13
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	9	28	11
5. Violations Bureau Citations *(i.e., written plea of guilty)* and bond forfeitures by court order *(as payment of fines / costs)*	0	6	1
6. dismissed by court	1	11	7
7. *nolle prosequi*	0	0	0
8. certified for jury trial *(not heard in the Municipal Division)*	0	0	0
9. **TOTAL CASE DISPOSITIONS**	10	45	19
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	108	1,493	250
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION *(pre- & post-disposition)*	
1. # Issued during reporting period	37
2. # Served/withdrawn during reporting period	36
3. # Outstanding at end of reporting period	368

IV. PARKING TICKETS	
# Issued during period	1
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		**Other Disbursements cont.**	
Fines - Excess Revenue	$ 1,930.63		$
Clerk Fee - Excess Revenue	$ 204.00		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$ 6.29		$
Bond forfeitures (paid to city) - Excess Revenue	$ 0.00		$
Total Excess Revenue	$ 2,140.92		$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			$
Fines - Other	$ 6,041.93		$
Clerk Fee - Other	$ 492.00		$
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	$ 0.00		$
Peace Officer Standard and Training (POST) Commission surcharge	$ 56.00		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$ 399.28		$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$ 15.17		$
Law Enforcement Training (LET) Fund surcharge	$ 116.00		$
Domestic Violence Shelter surcharge	$ 232.00		$
Inmate Prisoner Detainee Security Fund surcharge	$ 0.00		$
Sheriff's Retirement Fund (SRF) surcharge	$ 175.10		$
Restitution	$ 150.00		$
Parking ticket revenue *(including penalties)*	$ 0.00		$
Bond forfeitures *(paid to city)* - Other	$ 0.00		$
Total Other Revenue	$ 7,677.48	**Total Other Disbursements**	$ 4.60
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**	$ 9,823.00
INCARCERATION REIMBURSEMENT	$ 4.60	**Bond Refunds**	$ 520.50
	$	**Total Disbursements**	$ 10,343.50

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on September 9, 2019 at 7:01 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 Jamie Logan called roll
- *Present: Bass, Cleaver, Headley, Stratton, Totton, West*
- *Absent:*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Jason Williams of Valley Community Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Bass

ITEM V: APPROVAL OF AGENDA

- No Change

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- August 26, 2019 – Board of Aldermen Regular Meeting Minutes
- September 9, 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: Bass, Cleaver, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

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-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

-Mayor Todd Opened the Public Hearing for Medical Marijuana Facilities Conditional Uses/Zoning at 7:04 p.m.-

- Community Development Director Mr. Trosen shared there are five types of medical marijuana facilities that can be zoned with a conditional use permit in the city limits of Grain Valley; there are various restrictions that apply to each depending on the type of facility; Mr. Trosen also shared the requirements needed to apply
- Ordinance will provide the details of the types of facilities and proximity in relation to schools and churches as well as hours of operation

Mayor Todd opened the floor to citizens for comment:

- No Comments

-Mayor Todd Closed the Public Hearing for Medical Marijuana Facilities Conditional Uses/Zoning at 7:09 p.m.-

-Mayor Todd Opened the Public Hearing for The Tax Levy for 2019 at 7:09 p.m.-

- City Finance Director Mr. Craig shared the 2019 proposed tax levy; there is a proposed decrease in the tax levy which would continue the trend from last year with an additional $.03 decrease; These items were published in *The Examiner* and were discussed in the previous two meetings

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Mayor Todd opened the floor to citizens for comment:

- Alderman Totton shared she feels her house taxes are higher than some of the other homes in her neighborhood

-Mayor Todd Closed the Public Hearing for The Tax Levy for 2019 at 7:12 p.m.-

ITEM XIII: ORDINANCES

Bill No. B19-23: An Ordinance Amending Chapter 215, Sections 040, 045, 050, 055, 060,076, 077, 078, 079, Controlled Substances

- *Alderman Headley motioned to bring up Bill No. B19-23 for a second reading*
- *The Motion was Seconded by Alderman Stratton*
- *Motion to bring up Bill No. B19-23 for a second reading was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Motion Approved: 6-0-

Bill No. B19-23 was read by City Attorney Julian Hartner

Bill No. B19-23: An Ordinance Amending Chapter 215, Sections 040, 045, 050, 055, 060,076, 077, 078, 079, Controlled Substances

- *Alderman Headley moved to accept the second reading of Bill No. B19-23 making it ordinance #2475*
- *The Motion was Seconded by Alderman West*
  - No Discussion
- *Bill No. B19-23 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, West*

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

-Bill No. B19-23 BECAME ORDINANCE #2475: 5-0-1-

Bill No. B19-24: An Ordinance Amending Title IV of the Code of Ordinances to Include a New Chapter Addressing Medical Marijuana Facilities and Section 400.240, Conditional Uses, be Amended to Include a New Subsection Regarding Medical Marijuana Facilities

- *Alderman Headley moved to make the first reading by title only of Bill No. B19-24*
- *The Motion was Seconded by Alderman Stratton*
  - This topic was discussed earlier in the evening by Mr. Trosen in the public hearing
  - Alderman Headley asked if anyone has approached the city about going forward with any of the medical marijuana facilities; Mayor and Mr. Murphy shared the city wouldn't know if there are any yet as the applications go through the State of Missouri first
  - Alderman West asked if the city has a limited number of permits; Mr. Murphy and City Attorney Hartner shared there are limits

Bill No. B19-24: An Ordinance Amending Title IV of the Code of Ordinances to Include a New Chapter Addressing Medical Marijuana Facilities and Section 400.240, Conditional Uses, be Amended to Include a New Subsection Regarding Medical Marijuana Facilities

- *Bill No. B19-24 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

City Attorney Julian Hartner read **Bill No. B19-24** for its first reading by title only

- *Alderman Headley moved to accept the first reading of Bill No. B19-24 bringing it back for a second reading by title only at the next meeting*
- *The Motion was Seconded by Alderman Cleaver*
  - No Discussion
- *Bill No. B19-24 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

DRAFT

-Bill No. B19-24 Approved for a Second Reading: 6-0-

Bill No. B19-25: An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2019 Calendar Year for General Municipal Government Operations; The Retirement of General Obligation Debt; Park Maintenance; And Public Health Purposes

- *Alderman Headley moved to make the first reading by title only of Bill No. B19-25*
- *The Motion was Seconded by Alderman Cleaver*
    - City Administrator Hunt shared this is what was discussed in one of the public hearings tonight
- *Bill No. B19-25 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

Bill No. B19-25: An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2019 Calendar Year for General Municipal Government Operations; The Retirement of General Obligation Debt; Park Maintenance; And Public Health Purposes

City Attorney Julian Hartner read **Bill No. B19-25** for its first reading by title only

- *Alderman Headley moved to accept the first reading of Bill No. B19-25 bringing it back for a second reading by title only at the next meeting*
- *The Motion was Seconded by Alderman West*
    - No Discussion
- *Bill No. B19-25 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

-Bill No. B19-25 Approved for a Second Reading: 6-0-

Bill No. B19-26: An Ordinance Authorizing the Escrow of Funds Sufficient to pay a Portion of the Outstanding General Obligation Bonds, Series 2011, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions

- *Alderman Headley moved to make the first reading by title only of Bill No. B19-26*
- *The Motion was Seconded by Alderman Bass*

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- City Administrator Hunt shared a key item in the tax levy is to pay off debt service early; this is the ordinance that would allow that to happen in a future year
- Mr. Craig shared Mr. Kaleko from Baker Tilley is here to answer any questions on how the debt service would be paid off as they have discussed in previous meetings; a budget amendment may be brought back at a future date

- *Bill No. B19-26 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

Bill No. B19-26: An Ordinance Authorizing the Escrow of Funds Sufficient to pay a Portion of the Outstanding General Obligation Bonds, Series 2011, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions

City Attorney Julian Hartner read **Bill No. B19-26** for its first reading by title only

- *Alderman Headley moved to accept the first reading of Bill No. B19-26 bringing it back for a second reading by title only at the next meeting*
- *The Motion was Seconded by Alderman Bass*
  - No Discussion
- *Bill No. B19-26 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B19-26 Approved for a Second Reading: 6-0-

ITEM XIV: RESOLUTIONS

Resolution No. R19-39: A Resolution by the Board of Aldermen of The City of Grain Valley, Missouri Reappointing Lynne Berend and Steve Shatto to the Board of Zoning Adjustment for a Five Year Term

- Mayor Todd read **Resolution No. R19-39** by title only
- *Alderman Headley moved to accept Resolution No. R19-39 as read*
- *The Motion was Seconded by Alderman West*
  - Mr. Hunt shared this is a reappointment to the Board of Zoning and Adjustment

DRAFT

- *Resolution No. R19-39 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

City Attorney Hartner read Resolution R19-39

-Resolution No. R19-39 Approved: 6-0-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
  - None
- Deputy City Administrator Ken Murphy
  - None
- Assistant City Administrator Theresa Osenbaugh
  - Provided an update on the Grain Valley Community Campus; Shared that the architects were at the Grain Valley Fair and shared their three designs; They only received feedback from a dozen or so people; They will look for new forums to share their ideas in this next month with the citizens to narrow the design choices down to one
- Chief James Beale
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - Pool season has wrapped up this past week with the dog paddle with close to 60 dogs in attendance; Revenues were down this summer as weather was rainy the beginning of the season
  - The asphalt is being laid on the Blue Branch Creek Trail and could be completed this week if the weather cooperates
- Community Development Director Mark Trosen
  - None

DRAFT

- City Clerk Jamie Logan
  - Whiskey Tango submitted their name change to MO Country and announced at the fair this past weekend

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - Thanked all involved in the fair including the Mayor and his wife, the VIPs, police, and all others behind the scenes
- Alderman Jayci Stratton
  - Thanked the mayor and his wife for all of their work; thanked the City Staff including Ryan (Hunt) and Jerry (Jones) and others, VIPS and all for their work and also a special thanks to Cindy Bell with the VIPS for all of her help this past weekend with the fair & parade
  - Over 1,000 burgers were sold this year at the Burger Barn and thanked all for their support
- Alderman Nancy Totton
  - Would like to submit a request to amend the paving ordinance; would need a motion to direct staff resources to look into this
  - *Alderman Bass seconded*
  - *The motion was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

-Motion Approved: 6-0-

- Alderman Yolanda West
  - Requested clarification on the fireworks at the fair; the fireworks company was unable to get their license renewed in time and unable to prove they had insurance

DRAFT

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd
  - Received thank you card from the Mayor for City of Blue Springs for the flowers sent for his wife's recent passing
  - Thanked Jerry (Jones), Police, Public Works, Jamie, Theresa, Ken, Ryan, all the Aldermen and all others that helped with the fair
  - Carnival was up four times from last year; Beer Garden was a lot busier
  - The 5k had about 15% of the people with Grain Valley addresses and the rest came from other cities
  - Received comments from citizens that the Grain Valley Fair is more family friendly and easier to get around than other local fairs
  - There are only a few carnival companies in Missouri and once you are in with one and contracted, you are set with your dates for the most part and hard to switch companies and keep the same schedule
  - Chief Beale and the VIPS handled the parade entries and around 61 floats; Mayor thanked them for their work on the parade

ITEM XVIII: EXECUTIVE SESSION

- None

ITEM XIX: ADJOURNMENT

- The meeting adjourned at 7:43 P.M.

DRAFT

Minutes submitted by:

_____ _____
Jamie Logan Date
City Clerk

Minutes approved by:

_____ _____
Mike Todd Date
Mayor

DRAFT

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
City Administrator Ryan Hunt
Deputy City Administrator Ken Murphy
Assistant City Administrator Theresa Osenbaugh
Finance Director Steven Craig
Chief James Beale
Parks and Recreation Director Shannon Davies
Community Development Director Mark Trosen
City Clerk Jamie Logan
City Attorney Julian Hartner

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	52.21
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,610.58
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	378.00
		HAMPEL OIL INC	CJC FUEL	592.98
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	311.09
			AFLAC-W2 DD PRETAX	172.00
		MIDWEST PUBLIC RISK	DENTAL	154.16
			OPEN ACCESS	569.43
			OPEN ACCESS	203.08
			HSA	253.18
			HSA	1,550.47
			HSA	161.05
			VISION	50.85
			VISION	115.06
			VISION	26.27
		HSA BANK	HSA - GRAIN VALLEY, MO	260.94
			HSA - GRAIN VALLEY, MO	362.38
		SHERIFFS RETIREMENT SYSTEM	AUGUST 2019 SHERIFF RETIRE	175.10
		SHARON COSTANZA	FINCH RESTITUTION	150.00
		OMNIGO SOFTWARE	HOSTED RECORDS MANAGEMENT	5,770.44
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	148.44
		HOPE HOUSE	AUGUST 19 DOMESTIC VIOLENC	232.00
		MO DEPT OF REVENUE	AUGUST 19 CVC FUNDS	399.28
		MO DEPT OF PUBLIC SAFETY	AUGUST 19 TRAINING FUND	56.00
		ICMA RC	ICMA 457 %	277.12
			ICMA 457	283.48
			ICMA ROTH IRA	55.50
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,144.46
			SOCIAL SECURITY	4,801.56
			MEDICARE	1,122.95
			TOTAL:	28,591.61
HR/CITY CLERK	GENERAL FUND	GENERAL CODE LLC		1,113.94
		MIDWEST PUBLIC RISK	DENTAL	17.86
			HSA	322.66
		HSA BANK	HSA - GRAIN VALLEY, MO	51.67
		THE EXAMINER	STATEMENT OF REV, EXPENDIT	380.73
			HEARING: TAX LEVY 2019	141.12
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	48.71
			MEDICARE	11.40
			TOTAL:	2,088.09
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	AUG 19 DataSafe Backups	1,750.00
			OCT 19Netstandard Clarity	3,707.90
			SEP 19Netstandard Clarity	0.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.53
		ADVANCE AUTO PARTS	PCV VALVE GROMMET/WIRE GRO	7.80
		OFFICE DEPOT	ADAPTER	128.44
		HOME DEPOT CREDIT SERVICES	CABLE/SURGE PROTECT 6FT	165.91
		MIDWEST PUBLIC RISK	DENTAL	0.57
			HSA	9.39
		HSA BANK	HSA - GRAIN VALLEY, MO	2.45
		OMNIGO SOFTWARE	RMS HOSTED SERVICE	5,770.44
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	0.81
			TOTAL:	11,551.85
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	125.50
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	82.72
		COMCAST - HIERARCY ACCT	CITY HALL	110.52
			CITY HALL	251.39
			CITY HALL	110.37
			CITY HALL	251.66
		ORKIN	12/18/2017 SERVICE	69.48
			12/18/2017 SERVICE	69.48
		GENERAL ELEVATOR	SEPTEMBER SERVICE	141.00
		KORNIS ELECTRIC SUPPLY INC	LIGHTS	43.70
			CITY HALL PARKING LOT LIGH	29.90
			CITY HALL EXT LIGHT BALLES	57.00
		SC REALTY SERVICES	Custodial Services	1,579.05
		SNAKE N ROOTER	SERVICE CALL 09/03/19	155.00
			TOTAL:	3,076.77
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	101.17
			ADMIN C85162117	63.55
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	379.66
		SAMS CLUB/GECRB	CANDY	446.60
			KITCHEN SUPPLIES	27.32
		OFFICE DEPOT	SUPPLIES	32.99
		AMAZON.COM	DISCO BALL	34.99
			BALLOONS/ DECORATIONS	79.92
			FLOAT DECOR	55.98
			PARADE DECOR	41.75
			PAPER STREAMERS	11.58
			DECOR FLOAT	15.99
			FLOAT DECOR	42.69
			DECOR FOR FLOAT	65.73
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		LITTLER MENDELSON PC	LEGAL SVCS JUNE 2019	2,553.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	22.12
		AFLAC	HUNT PREMIUMS	2.25
			HUNT PREMIUMS	27.96
			HUNT PREMIUMS	32.19
		PURCHASE POWER	POSTAGE	2,000.00
		HOME DEPOT CREDIT SERVICES	PARADE SUPPLIES	96.09
		MENARDS - INDEPENDENCE	FLOAT SUPPLIES	115.29
		MISCELLANEOUS	FRANK WHITE JR INVITATIONA	1,200.00
		MIDWEST PUBLIC RISK	ADMIN HEALTH	402.85
			DENTAL	21.85
			DENTAL	14.86
			DENTAL	17.74
			OPEN ACCESS	186.23
			HSA	243.79
			HSA	94.35
			VISION	5.48
		HSA BANK	HSA - GRAIN VALLEY, MO	24.59
			HSA - GRAIN VALLEY, MO	101.34
		REDBUBBLE.COM	PARADE FLOAT	43.62
		HOBBY LOBBY	PARADE DECOR	7.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA RC	EMPLOYEE DEDUCTIONS	105.68
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	320.75
			MEDICARE	75.02
			TOTAL:	9,570.74
ELECTED	GENERAL FUND	RECOGNITION PLUS	NAME BADGE	13.25
		COSENTINOS PRICE CHOPPER	FLOWERS	60.00
			TOTAL:	73.25
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	9,975.00
			TOTAL:	9,975.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	212.62
		MIDWEST PUBLIC RISK	DENTAL	34.84
			OPEN ACCESS	397.35
			HSA	143.87
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		TYLER TECHNOLOGIES INC	CRAIG: COURSE GL-BUDGETING	137.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	160.41
			MEDICARE	37.52
			TOTAL:	1,162.11
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	143.82
		MIDWEST PUBLIC RISK	DENTAL	17.59
			DENTAL	1.25
			HSA	287.74
			HSA	22.57
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	3.62
		MERCHANT SERVICES	MONTHLY FEES	9.94
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	4,322.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	170.88
			MEDICARE	39.96
			TOTAL:	5,094.87
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.25
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	624.41
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	135.53
			MEDICARE	31.70
			TOTAL:	1,049.45
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.03
		ADVANCE AUTO PARTS	NO SLIP PULLEY	65.49
			BRAKE CLEANER/RAVEN PWDR F	77.74
		OREILLY AUTOMOTIVE INC	PRIMARY WIRE	5.10
			TPMS SRVC KIT	14.70
			2) 1QT TRANSFLD	17.98
		UNDERPRESSURE CLEANING SYSTEMS	UPC BIG RIG #7	76.16
		MIDWEST PUBLIC RISK	DENTAL	17.85
			HSA	148.60
		HSA BANK	HSA - GRAIN VALLEY, MO	38.73
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.69
			PW/WOLTZ UNIFORMS	9.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PW/WOLTZ UNIFORMS	9.69
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	56.16
			MEDICARE	13.14
			TOTAL:	631.75
POLICE	GENERAL FUND	SCOTT HEDGER	HEDGER: 19 FALL WORKSHOP	237.50
		RICOH USA INC	PD C85162116	83.55
			PD C85162119	172.80
			PD 85162124	9.51
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,699.73
			MONTHLY CONTRIBUTIONS	340.49
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	40.64
		OFFICE DEPOT	SUPPLIES	63.69
			STAMP/BATTERY	17.58
		INTERSTATE ALL BATTERY CENTER	BATTERY	289.44
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,727.47
			BULK GASOHOL/DIESEL	253.28
		MACA	WALL: TRAINING	125.00
		CHRISTINE THOMPSON	THOMPSON: MEALS CJIS CONF	138.50
		PHILLIPS	FUEL TO MPR CONF	40.80
		LEXISNEXIS RISK DATA MGMT INC	AUGUST 2019 MINIMUM COMMIT	150.00
		HILTON BRANSON CONVENTION CENTER	MPR CONF PARKING	20.00
		LE UPFITTER LLC	OFFICER VEST	691.00
			CARRIER AND TAGS	359.00
			SHIPPING	19.99
			LOGAN CARRIER	314.00
			LOGAN TAGS	45.00
			LOGAN SHIPPING	19.99
			WISE VEST	691.00
			LOGAN VEST	691.00
			WISE CARRIER	279.99
			WISE TAGS	45.00
			WISE SHIPPING	19.99
		MIDWEST PUBLIC RISK	DENTAL	228.67
			DENTAL	449.28
			OPEN ACCESS	1,081.17
			OPEN ACCESS	1,564.10
			OPEN ACCESS	688.35
			HSA	949.58
			HSA	2,877.40
			HSA	4,370.87
			HSA	549.59
			ROUNDING	0.08-
		HSA BANK	HSA - GRAIN VALLEY, MO	750.00
			HSA - GRAIN VALLEY, MO	1,000.00
		MO DEPT OF REVENUE	LICENSE PLATE TRANSFER	6.75
		CHEWY.COM	DOG FOOD	64.60
		DANIEL CUMMINGS	CUMMINGS: BOOT ALLOWANCE	182.18
		CIOX HEALTH	RECORDS	26.50
			RECORDS	52.02
		TOTALLYPROMOTIONAL.COM	30" X 90" TABLE RUNNERS	80.00
		MIRROR IMAGE EXPRESS CARWASH	AUGUST 19 VEHICLE WASHES	80.00
		ROSS MILLER CLEANERS	AUGUST 19 CLEANING	13.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OAK GROVE ANIMAL CLINIC	AXEL EXAM	25.00
		MJB GRAPHICS LLC	SHIRTS	91.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,420.44
			MEDICARE	799.94
		REJIS COMMISSION	FIREWALL MAINTENANCE	266.00
			AUG 19 LEWEB SUBSCRIPTION	312.95
		MOLLE CHEVROLET INC	FASCIA	573.75
			LAMP	462.47
			CORE RETURN	75.00-
			CORE RETURN	50.00-
			TOTAL:	32,915.62
ANIMAL CONTROL	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	45.05
		MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		ASPEN PET CREMATIONS	ASPEN PET CREMATIONS	126.16
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	75.79
			MEDICARE	17.72
			TOTAL:	625.11
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	449.71
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	38.30
		OFFICE DEPOT	SUPPLIES	34.06
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	66.97
		MIDWEST PUBLIC RISK	DENTAL	50.73
			DENTAL	10.10
			OPEN ACCESS	103.26
			HSA	829.84
			HSA	78.16
		HSA BANK	HSA - GRAIN VALLEY, MO	216.30
			HSA - GRAIN VALLEY, MO	14.22
		TWO MOON DESIGNS	TUTTLE: BUSINESS CARDS	42.20
		THE EXAMINER	HEARING: MEDICAL MARIJUANA	52.92
		KLEINSCHMIDTS WESTERN STORE	RUSSELL BOOTS	139.95
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	409.45
			MEDICARE	95.76
			TOTAL:	2,631.93
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	20.93
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	416.61
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	53.09
			AFLAC-W2 DD PRETAX	67.59
		MISCELLANEOUS	FIRST BAPTIST CHURCH:	50.00
			DALENE REED:	12.00
		MIDWEST PUBLIC RISK	DENTAL	30.97
			OPEN ACCESS	22.34
			HSA	311.99
			HSA	17.52
			VISION	15.48
			VISION	12.11
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	137.50
			HSA - GRAIN VALLEY, MO	46.80
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	175.50
		ICMA RC	ICMA 457 %	160.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ICMA 457	531.17
			ICMA ROTH IRA	45.96
			ICMA ROTH IRA	0.97
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,075.46
			SOCIAL SECURITY	887.35
			MEDICARE	207.52
			TOTAL:	4,399.68
PARK ADMIN	PARK FUND	NETSTANDARD INC	OCT 19 NETSTANDARD CLARIT	617.98
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	492.31
		COMCAST - HIERARCY ACCT	CITY HALL	18.88
			CITY HALL	43.35
			TYER RD	124.85
			CITY HALL	18.88
			CITY HALL	43.35
			TYER	124.85
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	341.23
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		MIDWEST PUBLIC RISK	ADMIN HEALTH	80.57
			DENTAL	4.37
			DENTAL	1.70
			DENTAL	82.68
			OPEN ACCESS	34.83
			OPEN ACCESS	76.94
			HSA	995.78
			HSA	28.77
			HSA	60.36
			VISION	1.10
		HSA BANK	HSA - GRAIN VALLEY, MO	7.50
			HSA - GRAIN VALLEY, MO	229.40
		GENESIS POWDER COATING LLC	MM SIGN FRAMES	490.00
		SPEC BUILDING MATERIALS	MONKEY MOUNTAIN OARK MATER	514.39
		ICMA RC	EMPLOYEE DEDUCTIONS	21.14
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	372.47
			MEDICARE	87.10
			TOTAL:	4,927.26
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	77.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	374.28
		SITEONE LANDSCAPE SUPPLY LLC	INSECTICIDE	49.70
		FASTENAL COMPANY	3/8" EXTRA THICK	9.21
			MM SHELTER SCREWS	171.13
			MM SHELTER WASHERS	35.13
		WEST CENTRAL ELECTRIC COOP INC	07/28-08/28 BALLPARK COMPL	290.21
		HOME DEPOT CREDIT SERVICES	TOOLS	49.89
		LAWN & LEISURE	WEEDEATER STRING	84.58
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	474.79
			HSA	575.48
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		LLOYDS INC	COOLER	269.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	314.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	73.52
			TOTAL:	3,168.51
RECREATION	PARK FUND	EPIC SPORTS	GEAR YOUTH CATCHER KIT	293.49
			GEAR YOUTH CATCHER KIT	67.09
		BSN SPORTS INC	Fall Sports Equipment	1,369.72
			Fall Sports Equipment	735.06
			TOTAL:	2,465.36
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	58.00
		MELODY TAYLOR	08/26-09/02 SILVERSNEAKERS	25.00
			08/26-09/06 SILVERSNEAKERS	125.00
		RICOH USA INC	COMM CTR C85162114	66.89
			COMM CTR C85162123	12.34
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	133.95
		WALMART COMMUNITY	PROGRAM SUPPLIES	53.74
		COMCAST - HIERARCY ACCT	COMM CENTER	188.75
			COMM CENTER	188.75
		AMAZON.COM	PROGRAM SUPPLIES	29.98
			PROGRAM SUPPLIES	14.99
		AUTHORIZE.NET	AUG SIGNUPES	76.40
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		MEYER LABORATORY INC	JANTORIAL SUPPLIES	490.00
			JANTORIAL SUPPLIES	28.40
			JANITORIAL SUPPLIES	451.77
			JANITORIAL SUPPLIES	361.52
		FREDAH JOHNSTON	08/27-09/05 LINE DANCING	142.00
		MERCHANT SERVICES	MONTHLY FEES	489.31
			MONTHLY FEES	4.08
		ONCOURTOFFCOURT	PICKLEBALL REPLACEMENT BAG	34.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	188.40
			MEDICARE	44.06
			TOTAL:	3,848.56
POOL	PARK FUND	AMAZON.COM	TRAIL FOLDING WAGON	62.91
			POOL LOUNGERS	3,454.37
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	12.13
			MEDICARE	2.84
			TOTAL:	3,532.25
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	160.38
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	6.64
			AFLAC-W2 DD PRETAX	13.70
		MIDWEST PUBLIC RISK	DENTAL	17.31
			OPEN ACCESS	25.23
			OPEN ACCESS	26.49
			HSA	40.30
			HSA	108.78
			HSA	48.25
			VISION	1.55
			VISION	0.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	4.38
			VISION	5.53
		HSA BANK	HSA - GRAIN VALLEY, MO	15.01
			HSA - GRAIN VALLEY, MO	68.37
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	29.25
		ICMA RC	ICMA 457 %	5.21
			ICMA 457	32.98
		INTERNAL REVENUE SERVICE	FEDERAL WH	475.53
			SOCIAL SECURITY	302.26
			MEDICARE	70.70
			TOTAL:	1,488.42
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	OCT 19Netstandard Clarity	370.80
		CARTER WATERS	SATUROCK PREMIUM W/ KEVLAR	268.50
		RICOH USA INC	PW C85162113	12.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	319.61
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	24.27
		ADVANCE AUTO PARTS	PWR STEERING	88.87
			PWR STEERING	88.87-
			WIPER BLADES	9.40
			AIR FILTER/TRANS FILTER	15.98
			HYD BRK BOOSTER	17.99
		COMCAST - HIERARCY ACCT	CITY HALL	12.35
			CITY HALL	27.04
			PW	22.37
			PW	23.07
			PW	47.75
			CITY HALL	12.35
			CITY HALL	27.04
			PW	22.37
			PW	23.07
			PW	47.75
		MOBILFONE	LOST EQUIPMENT CHARGE	18.00
		ALLIED FENCE & SECURITY OF KANSAS CORP	SERVICE CALL 09/03/19	32.00
		ORKIN	12/18/2017 SERVICE	5.95
			SERVICE 08/12/19	11.63
			SERVICE SEPT 2019	11.63
			12/18/2017 SERVICE	5.95
		LOWES	KEY TAG WITH RING/KEY BOX	9.26
		BLUE SPRINGS WINWATER CO	WATER CORPS ADAPTER	149.00
			32 MANHOLE LIFTING HOOK	16.00
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	112.70
		FASTENAL COMPANY	3"X12" SCALING CHISEL	7.64
		HOME DEPOT CREDIT SERVICES	DW 20V 1/2" BRUSHED DRL/DR	46.79
			DEWALT NAILSET/BLUE COLOR	11.49
			WHEEL BARREL	2.39
			WHEEL BARREL	19.40
		GOODYEAR COMMERCIAL TIRE	GY 265/70R17 WRL AT ADV OW	142.36
			GY 265/70R17 WRL AT ADV	142.36-
			GY 265/70R17 WRL AT ADV OW	71.18
		MIDWEST PUBLIC RISK	DENTAL	12.97
			DENTAL	65.40
			OPEN ACCESS	118.93
			OPEN ACCESS	72.08
			OPEN ACCESS	103.26

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				HSA	189.93
				HSA	212.09
				HSA	374.64
				HSA	188.07
		HSA BANK		HSA - GRAIN VALLEY, MO	55.28
				HSA - GRAIN VALLEY, MO	134.23
		JAKES INDUSTRIAL INC		AC REPAIR AT PW	159.30
		GREGS LOCK & KEY SERVICE INC		HS TRANSPONDER KEY	12.20
		JOHN DEERE FINANCIAL		ROUND UP	3.99
		CINTAS CORPORATION # 430		PW/WOLTZ UNIFORMS	25.68
				PW/WOLTZ UNIFORMS	25.68
				PW/WOLTZ UNIFORMS	25.68
		WHISTLE REDI-MIX		CONCRETE	389.50
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	302.26
				MEDICARE	70.68
		MOLLE CHEVROLET INC		KEY	5.32
				SENSOR	47.55
				HOSE	13.16
				TOTAL:	4,488.24
PUBLIC HEALTH	PUBLIC HEALTH	AAA DISPOSAL SERVICE INC		DUMPSTERS LATE FEE	91.80
		AMAZON.COM		TABLECLOTHS	36.98
				TABLECLOTH	35.98
		OATS		2019 JUL OATS FEES	566.56
				TOTAL:	731.32
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	SAPP DESIGN ASSOCIATES ARCHITECTS		PRE-DESIGN & MASTER PLANN	50,239.49
				TOTAL:	50,239.49
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER		KC EARNINGS TAX WH	8.25
		MO DEPT OF REVENUE		MISSOURI WITHHOLDING	1,055.93
		FAMILY SUPPORT PAYMENT CENTER		DZEKUNSKAS CASE 41452523	120.00
		AFLAC		AFLAC PRETAX	40.15
				AFLAC-W2 DD PRETAX	99.45
		MISCELLANEOUS	BRANTNER, JAKE	10-205500-01	28.44
			BREWER, JAMES	10-243300-12	27.37
			MATTHEWS, ROBERT	10-318270-08	33.67
			PIERCE, THOMAS	10-341600-10	64.89
			BOOS, JESSICA	10-414520-04	15.54
			ANDERSON, MARK	10-434910-03	15.54
			BROWN, JARED	10-487430-01	15.54
			LEHMANN, JOSEPH	10-557900-01	17.46
			CLEARY, SALLY I	10-820044-03	33.67
			HERNANDEZ, SHIRLEY A	10-820260-03	67.34
			BURNS, MARDELL	10-820360-06	83.67
			TALLEY, CATHY	10-830234-02	65.54
		MIDWEST PUBLIC RISK		DENTAL	107.98
				OPEN ACCESS	100.90
				OPEN ACCESS	89.35
				OPEN ACCESS	123.61
				HSA	200.37
				HSA	679.87
				HSA	354.70
				VISION	6.19
				VISION	6.85
				VISION	21.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	24.06
		HSA BANK	HSA - GRAIN VALLEY, MO	109.04
			HSA - GRAIN VALLEY, MO	377.86
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	218.47
		ICMA RC	ICMA 457 %	61.76
			ICMA 457	244.87
			ICMA ROTH IRA	13.53
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,175.05
			SOCIAL SECURITY	2,009.16
			MEDICARE	469.88
			TOTAL:	10,187.78
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	62.75
		NETSTANDARD INC	OCT 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	AUG 19 BILL PRINT & MAIL	426.94
			AUG 19 BILL PRINT & MAIL	83.11
		RICOH USA INC	PW C85162113	24.01
			CD C85162115	64.61
		CITY OF INDEPENDENCE UTILITIES	17209 CCF 07/24-08/20	26,743.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,095.74
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	48.55
		ADVANCE AUTO PARTS	PWR STEERING	177.76
			PWR STEERING	177.76-
			WIPER BLADES	18.78
			AIR FILTER/TRANS FILTER	31.94
			HYD BRK BOOSTER	36.00
		VANCO SERVICES LLC	AUG 2019 GATEWAY ES20605	72.68
		OFFICE DEPOT	SUPPLIES	15.49
			STAMP/BATTERY	4.99
		COMCAST - HIERARCY ACCT	CITY HALL	22.13
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
			CITY HALL	22.13
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
		MOBILFONE	LOST EQUIPMENT CHARGE	36.00
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	42,436.93
			DEBT	63,091.24
		ALLIED FENCE & SECURITY OF KANSAS CORP	SERVICE CALL 09/03/19	64.00
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 08/12/19	23.26
			SERVICE SEPT 2019	23.26
			12/18/2017 SERVICE	11.91
		MISSOURI ONE CALL SYSTEM INC	AUGUST 356 LOCATES	462.80
		LOWES	KEY TAG WITH RING/KEY BOX	18.10
		BLUE SPRINGS WINWATER CO	261-00090520-000	185.00
			WATER METER SUPPLIES	298.00
			32 MANHOLE LIFTING HOOK	32.00
			300) RUBBER METER GSK	75.00
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	315.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		FASTENAL COMPANY	3"X12" SCALING CHISEL	15.29
		HOME DEPOT CREDIT SERVICES	DW 20V 1/2" BRUSHED DRL/DR	93.58
			DEWALT NAILSET/BLUE COLOR	22.98
			WHEEL BARREL	4.79
			WHEEL BARREL	38.79
		GOODYEAR COMMERCIAL TIRE	GY 265/70R17 WRL AT ADV OW	284.70
			GY 265/70R17 WRL AT ADV	284.70-
			GY 265/70R17 WRL AT ADV OW	142.35
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.14
			DENTAL	8.74
			DENTAL	38.73
			DENTAL	204.45
			OPEN ACCESS	237.85
			OPEN ACCESS	213.82
			OPEN ACCESS	153.88
			OPEN ACCESS	240.92
			HSA	472.23
			HSA	705.26
			HSA	1,170.92
			HSA	691.26
			ARNETT	87.38
			ARNETT	720.78
			VISION	2.19
		HSA BANK	HSA - GRAIN VALLEY, MO	183.81
			HSA - GRAIN VALLEY, MO	432.78
		SC REALTY SERVICES	Custodial Services	95.70
		JAKES INDUSTRIAL INC	AC REPAIR AT PW	318.59
		GREGS LOCK & KEY SERVICE INC	HS TRANSPONDER KEY	24.40
		JOHN DEERE FINANCIAL	ROUND UP	8.00
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	51.36
			PW/WOLTZ UNIFORMS	51.36
			PW/WOLTZ UNIFORMS	51.36
		MERCHANT SERVICES	MONTHLY FEES	1,737.66
			MONTHLY FEES	1,090.93
		TYLER TECHNOLOGIES INC	SEPT 19 MONTHLY FEES	97.00
		ICMA RC	EMPLOYEE DEDUCTIONS	42.27
		NEPTUNE TECHNOLOGY GROUP INC	WATER METER SUPPLIES	2,358.10
			CHAMBER COMPLETE	410.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,004.61
			MEDICARE	234.95
		MOLLE CHEVROLET INC	KEY	10.65
			SENSOR	95.08
			HOSE	26.31
			TOTAL:	151,054.15
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	62.75
		NETSTANDARD INC	OCT 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	AUG 19 BILL PRINT & MAIL	426.95
			AUG 19 BILL PRINT & MAIL	83.11
		RICOH USA INC	PW C85162113	24.01
			CD C85162115	64.60
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,095.73
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	48.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ADVANCE AUTO PARTS	PWR STEERING	177.76
			PWR STEERING	177.76-
			WIPER BLADES	18.78
			AIR FILTER/TRANS FILTER	31.94
			HYD BRK BOOSTER	36.00
		VANCO SERVICES LLC	AUG 2019 GATEWAY ES20605	72.68
		OFFICE DEPOT	SUPPLIES	15.49
			STAMP/BATTERY	5.00
		COMCAST - HIERARCY ACCT	CITY HALL	22.13
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
			CITY HALL	22.13
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
		MOBILFONE	LOST EQUIPMENT CHARGE	36.00
		ALLIED FENCE & SECURITY OF KANSAS CORP	SERVICE CALL 09/03/19	64.00
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 08/12/19	23.27
			SERVICE SEPT 2019	23.27
			12/18/2017 SERVICE	11.91
		LOWES	KEY TAG WITH RING/KEY BOX	18.10
		BLUE SPRINGS WINWATER CO	WATER METER SUPPLIES	298.00
			32 MANHOLE LIFTING HOOK	32.00
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	315.62
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		FASTENAL COMPANY	3"X12" SCALING CHISEL	15.29
		HOME DEPOT CREDIT SERVICES	DW 20V 1/2" BRUSHED DRL/DR	93.58
			DEWALT NAILSET/BLUE COLOR	22.98
			WHEEL BARREL	4.79
			WHEEL BARREL	38.79
		GOODYEAR COMMERCIAL TIRE	GY 265/70R17 WRL AT ADV OW	284.70
			GY 265/70R17 WRL AT ADV	284.70-
			GY 265/70R17 WRL AT ADV OW	142.35
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.13
			DENTAL	8.73
			DENTAL	38.75
			DENTAL	204.47
			OPEN ACCESS	237.86
			OPEN ACCESS	213.82
			OPEN ACCESS	153.88
			OPEN ACCESS	240.91
			HSA	472.22
			HSA	705.23
			HSA	1,170.90
			HSA	691.28
			VISION	2.18
		HSA BANK	HSA - GRAIN VALLEY, MO	183.84
			HSA - GRAIN VALLEY, MO	432.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SC REALTY SERVICES	Custodial Services	95.70
		JAKES INDUSTRIAL INC	AC REPAIR AT PW	318.59
		GREGS LOCK & KEY SERVICE INC	HS TRANSPONDER KEY	24.40
		JOHN DEERE FINANCIAL	ROUND UP	8.00
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	51.36
			PW/WOLTZ UNIFORMS	51.36
			PW/WOLTZ UNIFORMS	51.36
		MERCHANT SERVICES	MONTHLY FEES	1,737.66
			MONTHLY FEES	1,090.92
		TYLER TECHNOLOGIES INC	SEPT 19 MONTHLY FEES	97.00
		ICMA RC	EMPLOYEE DEDUCTIONS	42.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,004.54
			MEDICARE	234.93
		MOLLE CHEVROLET INC	KEY	10.65
			SENSOR	95.08
			HOSE	26.31
			TOTAL:	14,482.59
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	532.54
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	276.35
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	1,200.00
		VISA-CARD SERVICES 9115	VISA-CARD SERVICES 9115	4,547.62
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	60.80

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	LUIKART, JOHN	US REFUNDS	50.00
		CAIRNS, HEATHER	US REFUNDS	50.00
		YOUNG, DONNA K	US REFUNDS	15.54
		SCHWARTZE, DANIEL	US REFUNDS	50.00
			TOTAL:	6,782.85

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

100	GENERAL FUND	109,038.15
200	PARK FUND	22,341.62
210	TRANSPORTATION	5,976.66
230	PUBLIC HEALTH	731.32
280	CAPITAL PROJECTS FUND	50,239.49
600	WATER/SEWER FUND	175,890.06
999	POOLED CASH FUND	6,617.31
	GRAND TOTAL:	370,834.61

TOTAL PAGES: 14

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/31/2019 THRU 9/13/2019
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

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New Business

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Presentations

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Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	09/09/2019, 09/23/2019	
BILL NUMBER	B19-24	
AGENDA TITLE	**AN ORDINANCE AMENDING TITLE IV OF THE CODE OF ORDINANCES TO INCLUDE A NEW CHAPTER ADDRESSING MEDICAL MARIJUANA FACILITIES AND SECTION 400.240, CONDITIONAL USES, BE AMENDED TO INCLUDE A NEW SUBSECTION REGARDING MEDICAL MARIJUANA FACILITIES**	
REQUESTING DEPARTMENT	**COMMUNITY DEVELOPMENT DEPARTMENT**	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To address zoning for medical marijuana facilities within the corporate boundaries of the City	
BACKGROUND	In November 2018 election, Missouri voters approved an amendment to the Missouri Constitution, Article XIV, Section 1, legalizing medical marijuana. At the August 12, 2019 meeting, the Board of Aldermen approved Ordinance 2472 to conform to the provisions of the Constitutional Amendment, as well as regulations enacted.	
SPECIAL NOTES	None	
ANALYSIS	Please see attached Staff Report.	
PUBLIC INFORMATION PROCESS	Public Notice was given on August 23, 2019 in The Examiner.	

BOARD OR COMMISSION RECOMMENDATION	The Planning & Zoning Commission held a public hearing on August 14, 2019 and approved Resolution No. 19-01 recommending these amendments to the Code of Ordinances.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, P&Z Not Approved Minutes, P&Z Commission Resolution 19-01, Map 750 Feet Radius

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-24* ORDINANCE NO. _____
SECOND READING _____
FIRST READING *September 9, 2019*

AN ORDINANCE AMENDING TITLE IV OF THE CODE OF ORDINANCES BE AMENDED TO INCLUDE A NEW CHAPTER ADDRESSING MEDICAL MARIJUANA FACILTIES AND SECTION 400.240, CONDITIONAL USES, BE AMENDED TO INCLUDE A NEW SUBSECTION REGARDING MEDICAL MARIJUANA FACILITIES.

WHEREAS, on November 6, 2018, Missouri voters approved an amendment to the Missouri Constitution, providing for the right to access medical marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

WHEREAS, the Code of Ordinances of the City of Grain Valley, Missouri currently does not address zoning for medical marijuana facilities within the corporate boundaries of the City of Grain Valley, Missouri (the "City"); and

WHEREAS, the Planning & Zoning Commission held a public hearing on August 14, 2019 and adopted Resolution 19-01; and

WHEREAS, the Planning & Zoning Commission now desires to recommend to the Board of Aldermen of the City that Title IV of the Code of Ordinances of the City of Grain Valley be amended to include a new chapter addressing medical marijuana facilities within the corporate boundaries of the City and that Section 400.240, Conditional Uses, be amended to include a new subsection regarding medical marijuana facilities.

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

SECTION 1. That Title IV of the Code of Ordinances of the City of Grain Valley be amended to include a new chapter, Chapter 425, to read as follows:

CHAPTER 425 – MEDICAL MARIJUANA FACILITIES

Section 425.010 – Definitions.

For the purpose of this Chapter, the following words shall have the meanings set forth below:

CHURCH means a permanent building primarily and regularly used as a place of religious worship.

DAYCARE means a child-care facility, as defined by Section 210.201, RSMo, that is licensed by the state of Missouri.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

ELEMENTARY OR SECONDARY SCHOOL means any public school as defined in Section 160.011, RSMo, or any private school giving instruction in a grade or grades not higher than twelfth (12th) grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

ENCLOSED, LOCKED FACILITY means: (A) An indoor stationary closet, room, garage, greenhouse, or other comparable fully enclosed space equipped with locks or other functioning security devices that permit access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; or (B) An outdoor stationary structure: 1. That is enclosed on all sides, except at the base, by chain-link fencing, wooden slats, or a similar material that is anchored, attached, or affixed to the ground and that cannot be accessed from the top; 2. In which the plants are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure at any level; and 3. That is equipped with locks or other security devices that restrict access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana.

IDENTIFICATION CARD means a document, whether in paper or electronic format, issued by the department that authorizes a qualifying patient, primary caregiver, or employee or contractor of the licensed facility to access medical marijuana as provided by law.

MARIJUANA *or* **MARIHUANA** means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one (0.3) percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the department to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY means a facility licensed by the department to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the department, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY means a facility certified by the department to acquire, test, certify, and transport marijuana.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the department to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.
PRIMARY CAREGIVER means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for an identification card under this section or in other written notification to the department.
QUALIFYING PATIENT means a Missouri resident diagnosed with at least one (1) qualifying medical condition.

Section 425.020 – Rules of Interpretation.

A. The distance limitations in this Chapter, when referring to distances between medical marijuana facilities and churches, daycares and elementary or secondary schools, shall be measured in accordance with 19 CSR 30-95.040(4).

    1. In the case of a freestanding facility, the distance between the facility and the school, daycare or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

    2. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closed in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

    3. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

B. The distance limitations in this Chapter, when referring to distances between a medical marijuana facility and a separate medical marijuana facility shall be measured in a straight line between the primary entrances of each medical marijuana facility.

Section 425.030 – No Additional Licenses.

A. Medical marijuana facilities shall be required to be properly licensed and/or certified by the Missouri Department of Health and Senior Services as required by 19 CSR 30-95. Each

medical marijuana facility in operation shall obtain a separate license, but multiple licenses may be utilized in a single location. All licenses shall be displayed at all times within twenty (20) feet of the main entrance to the medical marijuana facility.

B. Furthermore, medical marijuana facilities shall be required to have a city business license as require by Title V of the Code of Ordinances and a Conditional Use Permit as required by Section 400.240 of the Code of Ordinances and any other license required by the City that complies with 19 CSR 30-95. Certain activities performed in relation to such facilities may require permits from other agencies not related to the City.

Section 425.040. – Medical Marijuana Dispensary Siting Requirements.

A medical marijuana dispensary may be located as a conditional use in any Controlled Business District (CB), Central Business District (C-1), General Business District (C-2), Highway Commercial District (C-3) and the Downtown Overlay District, upon satisfactory compliance with the provisions of this section:

A. Medical marijuana dispensary conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana dispensary shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana dispensary shall not be located closer than five hundred (500) feet from any other medical marijuana dispensary or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana dispensary shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana dispensary conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for a medical marijuana dispensary that shall include a floor plan showing where the various activities will be conducted. No medical marijuana products shall be visible from the exterior of the building.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

3. A plan which reasonably shows that the medical marijuana dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana dispensary is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana dispensary at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana dispensary in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana dispensary conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana dispensary facility. A medical marijuana dispensary conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana dispensary, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana dispensary shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana dispensary that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.050. – Medical Marijuana Cultivation Facility Siting Requirements.

A medical marijuana cultivation facility may be located as a conditional use in any Agricultural District (A), Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana cultivation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana cultivation facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana cultivation facility shall not be located closer than five hundred (500) feet from any other medical marijuana cultivation facility or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana cultivation facility shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana cultivation facility conditional use permit shall provide the following plans and documentation for city review and approval:

    1. A site plan for a medical marijuana cultivation facility that shall include a floor plan showing where the various activities will be conducted.

    2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

    3. A plan which reasonably shows that the medical marijuana cultivation facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana cultivation facility is located.

    4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana cultivation facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana cultivation facility at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana cultivation facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana cultivation facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana cultivation facility. A medical marijuana cultivation facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana cultivation facility, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana cultivation facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana cultivation facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.060. - Medical Marijuana-Infused Products Manufacturing Facility Siting Requirements.

A medical marijuana-infused products manufacturing facility may be located as a conditional use in any Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana-infused products manufacturing facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana-infused products manufacturing facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon

showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana-infused products manufacturing facility shall not be located closer than five hundred (500) feet from any other medical marijuana-infused products manufacturing facility or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana-infused products manufacturing facility shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana-infused products manufacturing facility conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for a medical marijuana-infused products manufacturing facility that shall include a floor plan showing where the various activities will be conducted.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

3. A plan which reasonably shows that the medical marijuana-infused products manufacturing facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana-infused products manufacturing facility is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana-infused products manufacturing facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana-infused products manufacturing facility at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana-infused products manufacturing facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior

Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana-infused products manufacturing facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana-infused products manufacturing facility. A medical marijuana-infused products manufacturing facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana-infused products manufacturing facility, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana-infused products manufacturing facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana-infused products manufacturing facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.070. - Medical Marijuana Testing Facility and Medical Marijuana Transportation Facility Siting Requirements.

A medical marijuana testing facility or a medical marijuana transportation facility may be located as a conditional use in any Research Park District (R-P), Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana testing facility or medical marijuana transportation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana testing facility or a medical marijuana transportation facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for a state license for each medical marijuana facility type applied for, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana testing facility or a medical marijuana transportation facility shall not be located closer than five hundred (500) feet from any other medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana testing facility or medical marijuana transportation facility may be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. The applicant for a medical marijuana testing facility or a medical marijuana transportation facility conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for the operation that shall include a floor plan showing where the various activities will be conducted.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction related to a medical marijuana facility.

3. A plan which reasonably shows that the medical marijuana facility is capable, when functioning properly, or preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana facility is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana facility can be kept secure from access by unauthorized persons both during and after normal operating hours.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana testing facility or medical marijuana transportation facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city

ordinances and state law regarding the operation of a medical marijuana testing facility or medical marijuana transportation facility. A medical marijuana testing facility or medical marijuana transportation facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. The state licensed operator of any medical marijuana testing facility or medical marijuana transportation facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana testing facility or medical marijuana transportation facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.080. – Residential Medical Marijuana Cultivation.

A. Should a qualifying patient or primary caregiver decide to cultivate medical marijuana at their residence, the qualifying patient or primary caregiver shall do so in accordance with the provisions of 19 CSR 30-95, the provisions of this section, and all other relevant sections of the Code of Ordinances.

B. All residential medical marijuana cultivation by a qualifying patient or primary caregiver shall take place within an enclosed, locked facility in accordance with 19 CSR 30-95.030.

C. All residential medical marijuana cultivation by a qualifying patient or primary caregiver shall be done in such a way as to prevent odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot upon which the medical marijuana plants are located. If a qualifying patient or primary caregiver is cultivating in a multiple-tenant building, the qualifying patient or primary caregiver shall not permit odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space the qualifying patient or primary caregiver occupies.

SECTION 2. That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Section 400.240(A)(1) of the Code of Ordinances of the City of Grain Valley be amended to include a new subsection to read as follows:

Chapter 400. Zoning Regulations

Section 400.240
(A)(1) Specified uses.
ak. Medical marijuana facilities. *See Chapter 425.*

SECTION 3. That this Resolution shall be in full force and effect immediately upon its execution by the Planning & Zoning Commission of the City of Grain Valley, Missouri.

Read two times and PASSED by the Board of Aldermen this ___day of_____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
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:

_____

Jamie Logan
City Clerk

BOA Staff Report

August 27, 2019

ACTION:

An Ordinance recommending that Title IV of the Code of Ordinances be amended to include a new chapter addressing medical marijuana facilities and amending Section 400.240, Conditional Uses.

PURPOSE:

To address zoning for medical marijuana facilities within the corporate boundaries of the City of Grain Valley.

BACKGROUND:

In November 2018 election, Missouri voters approved an amendment to the Missouri Constitution, Article XIV, Section 1, legalizing medical marijuana. At the August 12, 2019 meeting, the Board of Aldermen adopted Ordinance 2472 in order to conform to the provisions of Article XIV, Section 1 of the Missouri Constitution, as well as all regulations enacted pursuant to Article XIV, Section 1.

The State Constitutional Amendment states that "local governments may enact ordinances or regulations not in conflict with this section, or with regulations enacted pursuant to this section governing the time, place and manner of operation of such facilities.

When considering zoning regulations for medical marijuana facilities, it is important to remember that just as cities may not prohibit medical marijuana facilities, they may not enact ordinances or regulations that have the effect of prohibiting medical marijuana facilities.

The City desires to protect the public health and safety by establishing reasonable regulations on medical marijuana related businesses regarding noise, air quality, neighborhood safety, security, and time, place and manner restrictions on medical marijuana facility operations.

SPECIAL CONDITIONS:

n/a

ANALYSIS:

The Ordinance for consideration promulgates allowing medical marijuana facilities in certain zoning districts by conditional use permit.

There are five types of medical marijuana facilities defined by the State Constitution or regulations; Dispensary, Cultivation, Infused Products Manufacturing, Testing and Transportation.

A Dispensary Facility, as a conditional use, may be located in Districts CB (Controlled Business), C-1 (Central Business), C-2 (General Business), C-3 (Highway Commercial) and the Downtown Overlay District.

A Cultivation Facility, as a conditional use, may be located in Districts A (Agricultural), M-1 (Light Industrial), M-2 (Heavy Industrial), and I-P (Industrial Park).

A medical marijuana-infused products manufacturing facility, as a conditional use, may be located in Districts M-1 (Light Industrial), M-2 (Heavy Industrial), and I-P (Industrial Park).

A testing facility or a transportation facility, as a conditional use, may be located in Districts R-P (Research Park), M-1 (Light Industrial), M-2 (Heavy Industrial) and I-P (Industrial Park).

With all conditional use permit applications for a medical marijuana facility, the applicant will need to provide:

1) Site Plan
2) Compliance with all city-adopted building codes
3) Odor Plan
4) Security Plan
5) Waste Disposal Plan
6) Signage Plan

No medical marijuana facility shall be located closer than 750 feet of any then-existing elementary or secondary school, daycare, or church. The resolution defines how the distance is determined between the facility and any then-existing elementary or secondary school, daycare, or church. Measurements are made along the shortest path between the demarcation points that can be lawfully traveled by foot. The measurement requirement is from the state regulations.

Also, a medical marijuana facility can not be located closer than 500 feet from any other medical marijuana facility, except when the facilities share common ownership.

The hours of operation for a dispensary facility is regulated in the City's general ordinance. Dispensary facilities shall not be open to the public or make any sales between the hours of 8:00 p.m. and 8:00 a.m.

The Ordinance also acknowledges the state regulations pertaining to residential medical marijuana cultivation.

PUBLIC INFORMATION AND PROCESS:

Public notice was given in the Examiner.

STAFF RECOMMENDATION:

Staff recommends approval.

ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on August 14th, 2019 in the Council Chambers of the Grain Valley City Hall.
- The meeting was called to order at 6:35 by Debbie Saffell.

ITEM II: ROLL CALL

- *Present: Kevin Browning*
- *Present: Bob Dimmitt*
- *Absent: Elijah Greene*
- *Present: Debbie Saffell*
- *Present: Craig Shelton*
- *Present: Justin Tyson*
- *Absent: Scott Shafer*
- *Present: Bob Headley (BOA Liaison)*
- ***There was a quorum***

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APRROVAL OF MINUTES

- Kevin Browning motioned to approve the minutes from the June 12, 2019 regular meeting; the motion was seconded by Justin Tyson; Commission approved the minutes by vote 5-0.

ITEM V: CITIZEN PARTICIPATION

- None

ITEM VI: PUBLIC HEARING

- Resolution of the Planning & Zoning Commission recommending to the Board of Aldermen that Title IV of the Code of Ordinances be amended to include a new chapter addressing medical marijuana facilities and amending Section 400.240, Conditional Uses to include a new subsection regarding medical marijuana facilities.
    - Staff gave an overview of the proposed resolution. Staff reported that at the August 12, 2019 meeting, the Board of Aldermen approved Ordinance 2472 to adopt the provisions of the Missouri Constitution that legalized medical marijuana. The

NOT APPROVED

resolution promulgates allowing medical marijuana facilities in certain zoning districts by conditional use permit. Public notice was given in the Examiner. Staff recommends that the Planning & Zoning Commission approves the resolution.

- Chair Saffell asked in regard to the distance requirement from a school, does the school district own any land where there currently is no building. Trosen responded to his knowledge, the property on Pink Hill Road would accommodate future buildings for the school district. Hartner commented that if the school district does own property, that does not include a building, then the property would have to be used for extracurricular activities for the distance requirement to be enforceable.
- There was discussion regarding the 750 foot setback as recommended in the resolution instead of the state regulations which allows 1,000 feet. Staff proposed the 750 foot requirement because an analysis was conducted looking at the 1,000 foot distance and concluded there were very few areas that medical marijuana facilities could be located and staff wanted to ensure that there was no appearance the city was prohibiting medical marijuana facilities because of the distance requirement.
- There was discussion regarding the Ordinance that was adopted by the Board of Aldermen on August 12, 2019.
- Commissioner Shelton asked about the ownership of a facility and if there were provisions pertaining to the percentage of ownership. Hartner responded to the question.
- Commissioner Tyson asked what the distance requirement between a business with a liquor license and a church, school and daycare is. Staff did not know at time, but for these minutes, no license shall be granted for the sale of alcoholic beverages within 300 feet of any school, church or other building used as a place of worship, unless the applicant for license obtains consent.
- Commissioner Tyson asked if a certain area of town can be established as a district to contain these facilities. Staff responded no. Staff explained that based on the type of facility, the appropriate zoning district was determined but as a conditional use.
- Commissioner Browning asked about the security requirements for these facilities. Trosen responded and referred to the sections of the resolution that would require the applicant to provide a security plan that is reviewed by the Police Department for compliance with the state regulations.
- Chair Saffell asked if we can require the facilities to have a fire sprinkler system. Trosen responded that they would need to comply with building codes and codes based on the type of facility would require the facility to have a sprinkler system.

NOT APPROVED

Hartner added that the state regulations would also require code compliance. Hartner further stated that we are working from emergency rules established by state and they may change, and the city may need to adjust later.

- Commissioner Tyson asked how this resolution compared to other cities that have passed similar regulations. Hartner commented that these regulations are very comparable to other cities with the additional assurance of requiring the conditional use permit.
- Chair Saffell asked if a facility loses their state license then what happens to the conditional use permit. Hartner stated that if there is a provision in the resolution that if the applicant loses their state license then the conditional use permit will terminate immediately. Follow-up discussion regarding multiple owners and a license and how that works. Hartner stated the license pertains to the facility.
- Alderman Handley asked if the license can be transferred to another person. The resolution includes language that the conditional use permit shall be personal to the applicant and shall not be transferable and shall not run with the land.
- Commissioner Dimmitt asked about the enclosed, locked facility for qualifying patient cultivation. Hartner responded that the cultivation activity cannot be visible from adjacent property.
- Commissioner Tyson asked about the signage for a manufacturing facility and will there be a big green marijuana symbol on top of a facility. Trosen stated that the ordinance adopted by the Board restricts and provides controls regarding the signage and what can be displayed. The city regulations mirror the state regulations in this area. Hartner states by having these regulations in the city ordinance enables local enforcement.
- Chair Saffell asked if the person in the audience had a question. The gentlemen did not identify himself for the record but asked if there was a map that showed the districts and distance requirement in regard to a school, church or daycare. Trosen passed out a map and emphasized that because the distance requirement pertains to the shortest walking distance this map may not be completely accurate but would give you a good overview.
- Commissioner Tyson asked if we are counting churches that may be in a strip mall or in a building with other businesses. Hartner responded that the state regulations and also in the resolution a church is defined as a permanent building primarily and regularly used as a place of religious worship. There is also section in the resolution that defines the measurement from a church in a strip mall or contained in a building

NOT APPROVED

with other uses.

- Commissioner Dimmitt made a motion to close the public hearing. Commissioner Tyson second the motion. Commission passed motion by a vote of 5 to 0.

ITEM VII: ACTION ITEMS

- Resolution of the Planning & Zoning Commission recommending to the Board of Aldermen that Title IV of the Code of Ordinances be amended to include a new chapter addressing medical marijuana facilities and amending Section 400.240, Conditional Uses be amended to include a new subsection regarding medical marijuana facilities.
    - Commissioner Shelton motioned to approve the resolution by title; the motion was seconded by Commissioner Tyson. Commission approved 4-1. Polled as; Browning – yes, Shelton – yes, Saffell – yes, Tyson – yes, Dimmitt– no.

ITEM VIII: PREVIOUS BUSINESS

- None.

ITEM IX: NEW BUSINESS

- Chair Saffell amended agenda and asked for the election of a Vice Chair. Commissioner Shelton agreed to serve as Vice Chair and nominated himself. Nominations ceased and Commission elected Shelton as Vice Chair.

ITEM X: ADJOURNMENT

- There being no further business, Commissioner Tyson motioned to adjourn the August 14, 2019 Planning Commission Meeting; seconded by Commissioner Dimmitt; Commission approved 5-0.

-The Regular Meeting Adjourned at 7:55 PM-

NOT APPROVED

Commissioners Present	Commissioners Absent	Staff Officials Present
Debbie Saffell	Elijah Greene	Mark Trosen – CD Director
Kevin Browning	Scott Shafer	Julian Hartner, City Attorney
Craig Shelton		
Bob Dimmitt		
Justin Tyson		
Bob Headley		

RESOLUTION NO.: 19-01

A RESOLUTION OF THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, RECOMMENDING TO THE BOARD OF ALDERMEN THAT TITLE IV OF THE CODE OF ORDINANCES BE AMENDED TO INCLUDE A NEW CHAPTER ADDRESSING MEDICAL MARIJUANA FACILTIES AND SECTION 400.240, CONDITIONAL USES, BE AMENDED TO INCLUDE A NEW SUBSECTION REGARDING MEDICAL MARIJUANA FACILITIES.

WHEREAS, on November 6, 2018, Missouri voters approved an amendment to the Missouri Constitution, providing for the right to access medical marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

WHEREAS, the Code of Ordinances of the City of Grain Valley, Missouri currently does not address zoning for medical marijuana facilities within the corporate boundaries of the City of Grain Valley, Missouri (the "City"); and

WHEREAS, the Planning & Zoning Commission now desires to recommend to the Board of Aldermen of the City that Title IV of the Code of Ordinances of the City of Grain Valley be amended to include a new chapter addressing medical marijuana facilities within the corporate boundaries of the City and that Section 400.240, Conditional Uses, be amended to include a new subsection regarding medical marijuana facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS, TO WIT:

SECTION 1. That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Title IV of the Code of Ordinances of the City of Grain Valley be amended to include a new chapter, Chapter 425, to read as follows:

CHAPTER 425 – MEDICAL MARIJUANA FACILITIES

Section 425.010 – Definitions.

For the purpose of this Chapter, the following words shall have the meanings set forth below:

CHURCH means a permanent building primarily and regularly used as a place of religious worship.

DAYCARE means a child-care facility, as defined by Section 210.201, RSMo, that is licensed by the state of Missouri.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

ELEMENTARY OR SECONDARY SCHOOL means any public school as defined in Section 160.011, RSMo, or any private school giving instruction in a grade or grades not higher than twelfth (12th) grade, including any property owned by the public or private school that is regularly

used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

ENCLOSED, LOCKED FACILITY means: (A) An indoor stationary closet, room, garage, greenhouse, or other comparable fully enclosed space equipped with locks or other functioning security devices that permit access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; or (B) An outdoor stationary structure: 1. That is enclosed on all sides, except at the base, by chain-link fencing, wooden slats, or a similar material that is anchored, attached, or affixed to the ground and that cannot be accessed from the top; 2. In which the plants are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure at any level; and 3. That is equipped with locks or other security devices that restrict access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana.

IDENTIFICATION CARD means a document, whether in paper or electronic format, issued by the department that authorizes a qualifying patient, primary caregiver, or employee or contractor of the licensed facility to access medical marijuana as provided by law.

MARIJUANA *or* **MARIHUANA** means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one (0.3) percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the department to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY means a facility licensed by the department to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the department, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY means a facility certified by the department to acquire, test, certify, and transport marijuana.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the department to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

PRIMARY CAREGIVER means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for an identification card under this section or in other written notification to the department.

QUALIFYING PATIENT means a Missouri resident diagnosed with at least one (1) qualifying medical condition.

Section 425.020 – Rules of Interpretation.

A. The distance limitations in this Chapter, when referring to distances between medical marijuana facilities and churches, daycares and elementary or secondary schools, shall be measured in accordance with 19 CSR 30-95.040(4).

1. In the case of a freestanding facility, the distance between the facility and the school, daycare or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

2. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closed in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

3. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

B. The distance limitations in this Chapter, when referring to distances between a medical marijuana facility and a separate medical marijuana facility shall be measured in a straight line between the primary entrances of each medical marijuana facility.

Section 425.030 – No Additional Licenses.

A. Medical marijuana facilities shall be required to be properly licensed and/or certified by the Missouri Department of Health and Senior Services as required by 19 CSR 30-95. Each medical marijuana facility in operation shall obtain a separate license, but multiple licenses may be utilized in a single location. All licenses shall be displayed at all times within twenty (20) feet of the main entrance to the medical marijuana facility.

B. Furthermore, medical marijuana facilities shall be required to have a city business license as require by Title V of the Code of Ordinances and a Conditional Use Permit as required by Section 400.240 of the Code of Ordinances and any other license required by the City that complies with 19 CSR 30-95. Certain activities performed in relation to such facilities may require permits from other agencies not related to the City.

Section 425.040. – Medical Marijuana Dispensary Siting Requirements.

A medical marijuana dispensary may be located as a conditional use in any Controlled Business District (CB), Central Business District (C-1), General Business District (C-2), Highway Commercial District (C-3) and the Downtown Overlay District, upon satisfactory compliance with the provisions of this section:

A. Medical marijuana dispensary conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana dispensary shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana dispensary shall not be located closer than five hundred (500) feet from any other medical marijuana dispensary or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana dispensary shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana dispensary conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for a medical marijuana dispensary that shall include a floor plan showing where the various activities will be conducted. No medical marijuana products shall be visible from the exterior of the building.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

3. A plan which reasonably shows that the medical marijuana dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana dispensary is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana dispensary at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana dispensary in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana dispensary conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana dispensary facility. A medical marijuana dispensary conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana dispensary, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana dispensary shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the

Community Development Department annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana dispensary that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.050. – Medical Marijuana Cultivation Facility Siting Requirements.

A medical marijuana cultivation facility may be located as a conditional use in any Agricultural District (A), Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana cultivation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana cultivation facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana cultivation facility shall not be located closer than five hundred (500) feet from any other medical marijuana cultivation facility or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana cultivation facility shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana cultivation facility conditional use permit shall provide the following plans and documentation for city review and approval:

    1. A site plan for a medical marijuana cultivation facility that shall include a floor plan showing where the various activities will be conducted.

    2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

    3. A plan which reasonably shows that the medical marijuana cultivation facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana cultivation facility is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana cultivation facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana cultivation facility at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana cultivation facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana cultivation facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana cultivation facility. A medical marijuana cultivation facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana cultivation facility, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana cultivation facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana cultivation facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.060. - Medical Marijuana-Infused Products Manufacturing Facility Siting Requirements.

A medical marijuana-infused products manufacturing facility may be located as a conditional use in any Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana-infused products manufacturing facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana-infused products manufacturing facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana-infused products manufacturing facility shall not be located closer than five hundred (500) feet from any other medical marijuana-infused products manufacturing facility or medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana-infused products manufacturing facility shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. An applicant for a medical marijuana-infused products manufacturing facility conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for a medical marijuana-infused products manufacturing facility that shall include a floor plan showing where the various activities will be conducted.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

3. A plan which reasonably shows that the medical marijuana-infused products manufacturing facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana-infused products manufacturing facility is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana-infused products manufacturing facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana-infused products manufacturing facility at any hour.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana-infused

products manufacturing facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana-infused products manufacturing facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana-infused products manufacturing facility. A medical marijuana-infused products manufacturing facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. If any change occurs from the permitted use of a structure as a medical marijuana-infused products manufacturing facility, a new conditional use permit shall be required in all cases.

H. The state licensed operator of any medical marijuana-infused products manufacturing facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana-infused products manufacturing facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.070. - Medical Marijuana Testing Facility and Medical Marijuana Transportation Facility Siting Requirements.

A medical marijuana testing facility or a medical marijuana transportation facility may be located as a conditional use in any Research Park District (R-P), Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (I-P) upon satisfactory compliance with the provisions of this section:

A. Medical marijuana testing facility or medical marijuana transportation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

B. A medical marijuana testing facility or a medical marijuana transportation facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for a state license for each medical marijuana facility type applied for, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

C. A medical marijuana testing facility or a medical marijuana transportation facility shall not be located closer than five hundred (500) feet from any other medical marijuana facility, except when the facilities share common ownership.

D. No medical marijuana testing facility or medical marijuana transportation facility may be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

E. The applicant for a medical marijuana testing facility or a medical marijuana transportation facility conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for the operation that shall include a floor plan showing where the various activities will be conducted.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction related to a medical marijuana facility.

3. A plan which reasonably shows that the medical marijuana facility is capable, when functioning properly, or preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana facility is located.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana facility can be kept secure from access by unauthorized persons both during and after normal operating hours.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana facility in accordance with Missouri Department of Health and Senior Services guidelines.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

F. If an application for a medical marijuana testing facility or medical marijuana transportation facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana testing facility or medical marijuana transportation facility. A medical marijuana testing facility or medical marijuana transportation facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

G. The state licensed operator of any medical marijuana testing facility or medical marijuana transportation facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana testing facility or medical marijuana transportation facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

Section 425.080. – Residential Medical Marijuana Cultivation.

A. Should a qualifying patient or primary caregiver decide to cultivate medical marijuana at their residence, the qualifying patient or primary caregiver shall do so in accordance with the provisions of 19 CSR 30-95, the provisions of this section, and all other relevant sections of the Code of Ordinances.

B. All residential medical marijuana cultivation by a qualifying patient or primary caregiver shall take place within an enclosed, locked facility in accordance with 19 CSR 30-95.030.

C. All residential medical marijuana cultivation by a qualifying patient or primary caregiver shall be done in such a way as to prevent odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot upon which the medical marijuana plants are located. If a qualifying patient or primary caregiver is cultivating in a multiple-tenant building, the qualifying patient or primary caregiver shall not permit odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space the qualifying patient or primary caregiver occupies.

SECTION 2. That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Section 400.240(A)(1) of the Code of Ordinances of the City of Grain Valley be amended to include a new subsection to read as follows:

Chapter 400. Zoning Regulations

Section 400.240

(A)(1) Specified uses.

ak. Medical marijuana facilities. *See Chapter 425.*

SECTION 3. That this Resolution shall be in full force and effect immediately upon its execution by the Planning & Zoning Commission of the City of Grain Valley, Missouri.

PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, THIS 14 DAY OF August, 2019.

Debbie Soffell
Chairman

ATTEST:

Jamie Logan
City Clerk

GRAIN VALLEY MISSOURI
SEAL
CORPORATE SEAL

Grain Valley 750' buffers for Cannabis

- Church
- Schools
- Daycare

N

Zoning

- Agricultural
- C B
- C1
- C2
- C3
- DowntownTransitionZone
- M1
- MainStreetDowntownZone
- Monkey Mountain
- Park
- R1
- R2
- R3

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	09/9/2019, 09/23/2019	
BILL NUMBER	B19-25	
AGENDA TITLE	**AN ORDINANCE TO ESTABLISH THE CITY OF GRAIN VALLEY, MISSOURI'S ANNUAL TAX LEVIES FOR THE 2019 CALENDAR YEAR FOR GENERAL MUNICIPAL GOVERNMENT OPERATIONS; THE RETIREMENT OF GENERAL OBLIGATION DEBT; PARK MAINTENANCE; AND PUBLIC HEALTH PURPOSES**	
REQUESTING DEPARTMENT	Administration & Finance	
PRESENTER	Ryan Hunt/Steven Craig	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To meet the required timelines for establishing the tax rate within Jackson County, Missouri. The tax generated provides revenue for operating the city and making the debt service payments.	
BACKGROUND	N/A	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	Public Hearing September 9, 2019	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance	

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-25* ORDINANCE NO. _____
SECOND READING _____
FIRST READING September 9, 2019

AN ORDINANCE TO ESTABLISH THE CITY OF GRAIN VALLEY, MISSOURI'S ANNUAL TAX LEVIES FOR THE 2019 CALENDAR YEAR FOR GENERAL MUNICIPAL GOVERNMENT OPERATIONS; THE RETIREMENT OF GENERAL OBLIGATION DEBT; PARK MAINTENANCE; AND PUBLIC HEALTH PURPOSES

WHEREAS, the Board of Aldermen, City of Grain Valley, Missouri are required by statute to adopt an annual budget and establish a tax rate sufficient to meet the planned expenditures for the upcoming fiscal year; and

WHEREAS, the Board conducted a public hearing on September 9, 2019, to solicit and listen to public input for the City tax levies for the upcoming year.

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

SECTION 1: The City of Grain Valley's annual tax levies for 2019 shall be levied on each one hundred dollars ($100) assessed valuation of all taxable real estate, personal property, including individual and business personal property, and all locally assessed railroad and other utility real estate and personal property in the City of Grain Valley, Missouri at the following rates:

A. General Municipal Government Operations - $ 0.4923 for general municipal government operations to be deposited in General Fund.

B. Retirement of General Obligation Debt - $.9551 for the retirement of general obligation debt, including the payment of principal and interest, to be deposited in the Debt Service Fund.

C. Park Fund - $0.1087 for park maintenance to be deposited in the Park Fund.

D. Public Health - $0.0433 for public health purposes to be deposited in the Public Health Fund.

Total City Levy - $1.5994

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN CLEAVER	_____	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:

_____
Jamie Logan
City Clerk

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	09/09/2019, 09/23/2019	
BILL NUMBER	B19-26	
AGENDA TITLE	**AN ORDINANCE AUTHORIZING THE ESCROW OF FUNDS SUFFICIENT TO PAY A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011, OF THE CITY OF GRAIN VALLEY, MISSOURI, AND AUTHORIZING CERTAIN DOCUMENTS AND OTHER ACTIONS**	
REQUESTING DEPARTMENT	Administration & Finance	
PRESENTER	Ryan Hunt/Steven Craig	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To approve an ordinance escrowing funds for payment of the Series 2011 General Obligation Bonds maturing between March 1, 2029 to March 1, 2031.	
BACKGROUND	Representatives from Baker Tilly discussed the issue at the 8/12/19 Board of Aldermen meeting and presented two scenarios at the 8/26/19 meeting.	
SPECIAL NOTES	Tom Kaleko from Baker Tilly will be at the 9/9/19 meeting to present the ordinance.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance and Escrow Agreement

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B19-26* ORDINANCE NO. _____
SECOND READING _____
FIRST READING September 9, 2019

AN ORDINANCE AUTHORIZING THE ESCROW OF FUNDS SUFFICIENT TO PAY A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2011, OF THE CITY OF GRAIN VALLEY, MISSOURI, AND AUTHORIZING CERTAIN DOCUMENTS AND OTHER ACTIONS

WHEREAS, the City of Grain Valley, Missouri (the "City"), has heretofore issued and now has outstanding its General Obligation Bonds, Series 2011 (the "Series 2011 Bonds"), as authorized by an Ordinance of the City passed on October 24, 2011 (the "Series 2011 Ordinance"); and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to escrow funds in an amount sufficient to provide for the defeasance and payment of approximately $263,425 accreted value of the Series 2011 Bonds maturing March 1, 2029, approximately $503,495 accreted value of the Series 2011 Bonds maturing March 1, 2030 and approximately $477,595 accreted value of the Series 2011 Bonds maturing March 1, 2031 (the "Defeased Bonds") including any interest accrued or accreted thereon;

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

Section 1. There is hereby authorized and directed to be prepared and executed an Escrow Trust Agreement (the "Escrow Agreement") between the City and UMB Bank, N.A., as Escrow Agent, in substantially the form on file with the City. The Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, Baker Tilly Municipal Advisors, LLC (the "Financial Advisor") and Gilmore & Bell, P.C. (the "Bond Counsel") are authorized to take all necessary actions for the subscription and purchase of escrowed securities as described therein, including the subscription for United States Treasury Securities State and Local Government Series.

Section 2. The City desires to deposit funds in escrow to defease and redeem approximately $1,935,000 maturity amount of the Defeased Bonds. In accordance with the requirements of the Series 2011 Ordinance, the officers of the City are hereby directed to cause notice of the payment of such Defeased Bonds to be given in the manner provided in the Series 2011 Ordinance. The Defeased Bonds shall be called for redemption prior to maturity on March 1, 2021. The officers of the City and the Paying Agent for the Series 2011 Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the defeasance and redemption of such Defeased Bonds.

Section 3. The officers of the City, including the Mayor, the City Administrator, the Finance Director and the City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section 4. 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.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2019*, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
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:

_____

Jamie Logan
City Clerk

ESCROW TRUST AGREEMENT

Dated as of _____, 2019

Between

CITY OF GRAIN VALLEY, MISSOURI

and

UMB BANK, N.A.

Entered in Connection with the Payment and Redemption of a portion of an Issue of General Obligation Bonds, Series 2011, of the City of Grain Valley, Missouri.

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT dated as of _____, 2019 (the "Agreement"), between the **CITY OF GRAIN VALLEY, MISSOURI** (the "City"), and **UMB BANK, N.A.**, a national banking association with an office in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the "Escrow Agent").

RECITALS:

1. The City has heretofore duly authorized and issued its General Obligation Bonds, Series 2011, and has determined to escrow funds and securities sufficient to pay principal of and interest on certain portions thereof (the "Escrowed Bonds"), described as follows and on **Schedule 1** hereto:

ESCROWED BONDS

Series Designation	**Date of Bonds**	**Original Principal Amount**	**Maturity Amount Escrowed**
Series 2011	November 29, 2011	$5,234,676.40	$1,935,000

2. The Escrowed Bonds will mature and will have principal and interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

3. With funds of the City duly allocated therefor, the City intends to provide for the payment of the principal of and interest on the Escrowed Bonds through the purchase of non-callable direct obligations of the United States of America described in **Schedule 2** attached hereto and the deposit of an initial cash balance.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. The following words and terms used in this Agreement shall have the following meanings:

"Agreement" means this Escrow Trust Agreement.

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other firm of attorneys nationally recognized on the subject of municipal bonds.

"Bond Payment Date" means any date on which any principal of or interest on any of the Escrowed Bonds is due and payable.

"Code" means the Internal Revenue Code, as amended.

"City" means the City of Grain Valley, Missouri.

"Escrow Agent" means UMB Bank, N.A., and its successor or successors at the time acting as the Escrow Agent under this Agreement.

"Escrowed Bonds" means the portion of the outstanding General Obligation Refunding Bonds, Series 2011, of the City, described in the recitals to this Agreement and **Schedule 1** hereto.

"Escrow Fund" means the fund by that name referred to in **Section 3** of this Agreement.

"Escrow Ordinance" means the Ordinance passed by the Board of Aldermen on September __, 2019, which authorized this Escrow Agreement and other actions necessary to escrow funds sufficient for the payment of the Escrowed Bonds.

"Escrowed Securities" means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto.

"Paying Agent" means the paying agent for the Escrowed Bonds as designated in the Series 2011 Bond Ordinance, and any successor or successors at the time acting as paying agent for any of the Escrowed Bonds.

"Series 2011 Bond Ordinance" means the Ordinance of the City passed and approved which authorized the issuance of the Escrowed Bonds.

2. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Escrow Fund for General Obligation Bonds, Series 2011" (the "Escrow Fund").

3. Deposits to the Escrow Fund. Concurrently with the execution and delivery of this Agreement, the City herewith deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of funds contributed by the City in the amount of $_____. The Escrow Agent shall apply such amount as follows:

(a) $_____ shall be used to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund.

(b) $_____ shall be held uninvested in the Escrow Fund as a beginning balance.

4. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Escrowed Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Escrowed Bonds.

5. Application of Cash and Escrowed Securities in the Escrow Fund.

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the Escrowed Bonds becoming due and payable on such Bond Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent on

or before 12:00 Noon, Central time, on such Bond Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedule in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Upon the payment in full of the principal of and interest on the Escrowed Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

6. Notice of Escrowed Bonds. The City instructs the Escrow Agent, as the Paying Agent for the Escrowed Bonds, to give all notices of defeasance of such Escrowed Bonds required by the Series 2011 Bond Ordinance. The City directs the Escrow Agent, as the Paying Agent for the Escrowed Bonds, to take such further action as may be necessary under the Series 2011 Bond Ordinance related to the defeasance of the Escrowed Bonds in the principal amounts and at the time set forth in **Schedule 1** hereof.

7. Reports of the Escrow Agent. As long as any of the Escrowed Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Bond Payment Date, determine the amount of money that will be available in the Escrow Fund to pay the principal of and interest on the Escrowed Bonds on the next Bond Payment Date, and if the Escrow Agent determines that sufficient funds will not be available on such Bond Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

8. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Escrowed Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrowed Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Escrowed Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

(d) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement.

(f) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, or for the misconduct or negligence of any agent appointed with due care.

(g) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

9. Fees and Costs of the Escrow Agent and Costs Related to Defeasance of the Escrowed Bonds. The aggregate amount of the costs, fees and expenses in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement shall be paid concurrently with the transfer of moneys to the Escrow Agent for creation of the Escrow Fund. The Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement, including but not limited to costs incurred for giving notice of redemption of any redeemed bonds. Claims for such reimbursement may be made to the City and in no event shall such reimbursement or other fees of the Escrow Agent be made from funds held in the Escrow Fund by the Escrow Agent pursuant to this Agreement.

If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Agent for its services under this Agreement.

10. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City and to the Paying Agent and by first class mail to all of the owners of record of the Escrowed Bonds not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the City and signed by the owners of a majority in principal amount of the Escrowed Bonds then outstanding; provided that written notice thereof is mailed on or before the date of such removal by first class mail, postage prepaid, to all registered owners of such Bonds, who are not parties to such instruments. The Escrow Agent may also be removed by the City if the Escrow Agent fails to make timely payment on any Bond Payment Date to the Paying Agent of the amounts required to be paid by it on such Bond Payment Date by **Section 5(b)** of this Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to the Paying Agent and by first class mail to all registered owners of such Bonds who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City, the acceptance of such successor Escrow Agent of

the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made by such holders or the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Escrowed Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent is a corporation with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and has at the time of appointment capital and surplus of not less than $25,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

11. Amendments to this Agreement. This Agreement is made for the benefit of the City and the owners from time to time of the Escrowed Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of or notice to such owners, enter into agreements supplemental to this Agreement if such supplemental agreements do not materially adversely affect the rights of such holders and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Escrowed Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Escrowed Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

12. Termination. This Agreement shall terminate when all transfers by the Escrow Agent under the provisions hereof shall have been made.

13. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

(a) To the City at:
City of Grain Valley, Missouri
711 Main Street
Grain Valley, Missouri 64029
Attention: City Administrator

(b) To the Escrow Agent at:
UMB Bank, N.A.

14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

15. Successors and Assigns. All of the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

16. Governing Law. This Agreement shall be governed by the applicable law of the State of Missouri.

17. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

18. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or 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 page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

CITY OF GRAIN VALLEY, MISSOURI

By: _____
Mike Todd, Mayor

ATTEST:

_____
Jamie Logan, City Clerk

Approved as to form:

_____
City Attorney

UMB Bank, N.A.,
as Escrow Agent

By: _____
Name:
Title:

SCHEDULE 1
TO ESCROW TRUST AGREEMENT

BOND PAYMENT SCHEDULE FOR ESCROWED BONDS

Bond Payment Date	**Total Payment**
March 1, 2021*	$1,252,684.00

The Escrowed Bonds consist of $263,424.92 accreted value of the Series 2011 Bonds maturing March 1, 2029, $503,492.03 accreted value of the Series 2011 Bonds maturing March 1, 2030 and $477,593.82 accreted value of the Series 2011 Bonds maturing March 1, 2031 (the "Defeased Bonds"). The Escrowed Bonds will be redeemed prior to maturity on March 1, 2021.

SCHEDULE 2
TO ESCROW TRUST AGREEMENT

SCHEDULE OF ESCROWED SECURITIES

Maturity Date	Type of Security	Stated Rate	Maturity Value	Purchase Price

Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	09/23/2019	
BILL NUMBER	R19-40	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE USE OF THE CITY OF LEE'S SUMMIT MISSOURI CO-OP BID 2019-014 CONCRETE/CURB/STREET**	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	$29,218.52
	Budget Line Item:	210-55-76470
	Balance Available:	$29,333.00
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To replace failing curb and sidewalk at various locations in Grain Valley including updating sidewalks and ADA ramps for the 2019 CIP asphalt overlay project in Greystone Subdivision.	
BACKGROUND	The City of Grain Valley annually improves curbs and sidewalks to current standards when doing road improvements per federal guidelines for ADA requirements.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid Estimate, and City of Lee's Summit Co-Op Bid

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

September 23, 2019

RESOLUTION NUMBER
R19-40

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE USE OF THE CITY OF LEE'S SUMMIT CONTRACT 2019-014 CONCRETE/CURB/STREET, FOR THE CITY'S 2019 CONCRETE MAINTENANCE "CONTRACTOR QUALITY CUSTOM CONSTRUCTION"

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all expenditures and agreements; and

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

WHEREAS, the Board of Aldermen has adopted the 2018-2022 Capital Improvements Program, which identifies surface transportation improvements to be completed; and

WHEREAS, the Board of Aldermen find it to be in the best interest of the City;

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

SECTION 1: The use of The City of Lee's Summit CO-OP contract 2019-014 Concrete/ Curb/ Street for the City's 2019 Concrete Maintenance is hereby authorized.

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

_____
Mike Todd
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
Lone Jack, MO 64070
816-697-3232

Estimate

Date	Estimate #
9/12/2019	2621

Name / Address
CITY OF GRAIN VALLEY ATTN: PATRICK MARTIN

Item	Description	Qty	Cost	Total
NOTE	THIS PROPOSAL PERTAINS TO CONCRETE FLATWORK - NEW AND REPLACEMENT - FOR THE CITY OF GRAIN VALLEY, MO			
NOTE	ALL QUANTITIES CONTAINED WITHIN WERE PROVIDED BY THE CITY OF GRAIN VALLEY. IN THE EVENT THAT CITY OFFICIALS ORDER TO CHANGE ANY SAID QUANTITIES, TOTAL OF FINAL INVOICE WILL REFLECT SUCH CHANGES.			
4" Ext. Slab	203 PEBBLEBROOK ST - REMOVE AND REPLACE SIDEWALK	100	9.46	946.00
4" Ext. Slab	845 COUNTRY HILL DR - REMOVE AND REPLACE SIDEWALK	40	9.46	378.40
Curb	408 SW NELSON - REMOVE AND REPLACE CURB	27	35.76	965.52
Curb	804 SW NELSON - REMOVE AND REPLACE CURB	34	35.76	1,215.84
Curb	1002 NW HOLLY CT - REMOVE AND REPLACE CURB	17	35.76	607.92
Curb	1222 SW HILLSBORO DR - REMOVE AND REPLACE CURB	48	35.76	1,716.48
Curb	1221 SW HILLSBORO DR - REMOVE AND REPLACE CURB	18	35.76	643.68
Curb	617 SW NELSON - REMOVE AND REPLACE CURB	21	35.76	750.96
Curb	620 SW NELSON - REMOVE AND REPLACE CURB	16	35.76	572.16
Curb	1013 MOUNTAIN VIEW CT - REMOVE AND REPLACE CURB	24	35.76	858.24

We look forward to serving you!

Total

QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
Lone Jack, MO 64070
816-697-3232

Estimate

Date	Estimate #
9/12/2019	2621

Name / Address
CITY OF GRAIN VALLEY ATTN: PATRICK MARTIN

Item	Description	Qty	Cost	Total
Curb	901 SW CROSS CREEK - REMOVE AND REPLACE CURB	16	35.76	572.16
Curb	709 SW MEADOWOOD DR - REMOVE AND REPLACE CURB	23	35.76	822.48
Curb	105 NW JACKIE AVE - REMOVE AND REPLACE CURB	15	35.76	536.40
Curb	503 WHITNEY DR - REMOVE AND REPLACE CURB	25	35.76	894.00
4" Ext. Slab	837 SW RIDGEVIEW DR - REMOVE AND REPLACE SIDEWALK	80	9.46	756.80
Curb	405 JAMES ROLLO DR - REMOVE AND REPLACE CURB	36	35.76	1,287.36
Curb	705 SW CRESTVIEW TERR - REMOVE AND REPLACE CURB	16	35.76	572.16
Curb	706 SW CRESTVIEW TERR - REMOVE AND REPLACE CURB	22	35.76	786.72
NOTE	THE FOLLOWING ITEMS PERTAIN TO CIP			
4" Ext. Slab	NORTH SIDE GRAYSTONE - ERIN TO JACLYN SIDEWALK - CONCRETE FLATWORK - NEW - BROOM FINISH	500	6.83	3,415.00
ADA RAMP	NEW - CONCRETE PORTION ONLY	20	10.28	205.60
DETECTABLE S...	CAST IN PLACE PANELS	8	23.08	184.64
Curb	REMOVE AND REPLACE CURB - CG-2	10	35.76	357.60
4" Ext. Slab	SOUTH SIDE GRAYSTONE - MARY CT TO AMANDA JEAN SIDEWALK - CONCRETE FLATWORK - NEW - BROOM FINISH	1,492	4.91	7,325.72
ADA RAMP	NEW - CONCRETE PORTION ONLY	40	10.28	411.20

We look forward to serving you!

Total

QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
Lone Jack, MO 64070
816-697-3232

Estimate

Date	Estimate #
9/12/2019	2621

Name / Address
CITY OF GRAIN VALLEY ATTN: PATRICK MARTIN

Item	Description	Qty	Cost	Total
DETECTABLE S...	CAST IN PLACE PANELS	16	23.08	369.28
Curb	REMOVE AND REPLACE CURB - CG-2	20	35.76	715.20
4" Ext. Slab	1413 JACKLYN DR SIDEWALK - CONCRETE FLATWORK - NEW - BROOM FINISH	140	9.65	1,351.00
NOTE	PRICING FOR DETECTABLE SURFACE ADJUSTED. CITY OF GRAIN VALLEY TO SUPPLY DETECTABLE SURFACE MATS, SPECIFICALLY 3-2X4 PANELS.			
NOTE	ANY YARD / GREEN SPACE RESTORATION, ANY PAVEMENT RESTORATION, AND / OR OTHER WORK ADJACENT TO CONCRETE AREAS INSTALLED TO BE COMPLETED BY CITY OF GRAIN VALLEY.			
NOTE	FOR QUESTIONS / SCHEDULING PLEASE CONTACT ED LIPOWICZ @ 913-208-8233. THANK YOU!			

We look forward to serving you!

Total $29,218.52

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LEE'S SUMMIT
MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

DATE: February 28, 2019

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: Concrete/Curb/Street
Bid 2019-014

Vendor	Quality Custom Construction PO Box 269 Grain Valley, MO 64029
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. ○ Requisition must include each item as a separate line item. ○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2019 through March 31, 2020

cc: Bid File- Original memo
Intranet

LEE'S SUMMIT
MISSOURI

NOTICE TO PROCEED

February 28, 2019

Mr. Ed Lipowicz
Quality Custom Construction
PO Box 269
Grain Valley, MO 64029

RE: Award of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be April 1, 2019 through March 31, 2020, with four (4) possible renewal periods. A copy of the contract documents is enclosed.

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

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

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

Thank you,

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

LEE'S SUMMIT
MISSOURI

BID # 2019-014
CONTRACT # 2019-014

THIS CONTRACT, made this 27th day of February 2019, is herein called Yearly Contract for concrete flat work, curb installation or street repair as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Quality Custom Construction, Inc., (hereinafter "Supplier").

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

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

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.

2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.

3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.

4. That this Contract shall be effective on the 1st day of April 2019, Bid No. 2019-014, Contract period from April 1, 2019 to March 31, 2020. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-014; section 2.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.

5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.

6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

7. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Bid Number:	2019-014	Dated:	10.05.2018	Pages	01	through	26
Specifications:		Dated:	10.05.2019	Pages	08	through	09
General Conditions:				Pages	20	through	24
Special Attachments:							

2/27/19
Stephen A. Arbo, City Manager — Date

Quality Custom Construction
Company Name

Company Authorized Signature

President — 2-7-2019
Title — Date

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

ATTESTED:
Office of the City Clerk

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

APPROVED AS TO FORM:
Office of the City Attorney

APPROVED AS TO FORM:
Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources/Staff Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

CONCRETE FLATWORK/CURB INSTALLATION/STREET REPAIR AS A YEARLY CONTRACT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF OCTOBER 5, 2019 AT 3:00PM LOCAL TIME

The cutoff date for any questions for this bid is September 28, 2018 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(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 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: Quality Custom Construction	Authorized Person (Print): Ed Lipowicz IV
Address: 9707 South Corn Rd.	Signature:
City/State/Zip: Lone Jack, MO 64070	Title: President
Telephone # / Fax #	Date: 9-28-2018 Tax ID #: 20-1823753
E-mail: ed@qualitycustomconstruction.net	Entity Type: C Corporation

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Certified Payroll Forms-Prevailing Wage
Annual Wage Order

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronic bids from interested companies in providing concrete flat work, curb installation or street repair as a yearly contract. Bids must be received electronically in Public Purchase by 3:00 P.M. Local time, on October 5, 2018. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public. Bidders needing to register with Public Purchase click here: http://www.publicpurchase.com. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

For any contract for services greater than $5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: To provide installation of concrete flat work, curbing and street repairs for the City of Lee's Summit as a yearly contract on an as needed basis. The successful contractor shall be required to provide all labor, materials and equipment for the installation of concrete flat work and curbing.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of $10,000.00 and is determined to be in the best interest of the City.

1.0 INSTRUCTIONS TO BIDDERS:

1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.

1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City may result in the rejection of your bid.

1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than September 28, 2018 at noon local time.

1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.

1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.

1.6 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include FOB destination and inside delivery.

1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.

1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.

1.9 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City. The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.

1.11 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract will be issued. The contract number must be referenced on all documentation including invoice. Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 19-25. Any bid conditioned on conflicting Terms & Conditions may be rejected

1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net. Pre-billing will not be allowed without prior written acceptance by the City.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 **Renewal Option:**

2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.

2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.

2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.

2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 **Licenses and Permits:** Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (ie xerographic copy of paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license is not required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 **Insurance:** The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.

2.4 **Prevailing Wages:** Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project **is not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.

Sections 2.5-2.7 are in accordance with RSMo 32.057.1.

2.5 **Retainage:** For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed, and amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.

2.6 **Value of Remaining Work:** If the City or it's duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).

2.7 **Invoice-Payment Requirements:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the

prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred ($100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

2.8 **Response time criteria:**

2.8.1 Under this contract, it is required that the Contractor be available for service seven (7) days a week, 24hours a day.

2.8.2 Some work under this contract is of an emergency nature. Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City.

2.8.3 It shall be the City's responsibility, upon placing a call, to designate an emergency or non-emergency situation.

2.8.4 Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have qualified staff on the job site within two (2) hours of the original notification.

2.8.5 In the event repairs cannot be completed with the initial response, every effort by the Contractor shall be made to provide limited repair to allow for effective functioning until complete restoration can be made.

2.8.6 Failure to meet the requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.

2.8.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract.

2.9 **Post award information:**

2.9.1 All work shall be performed and all complaints handled with due regard to the City public relations. Contractor shall utilize competent employees in performing the work. At the request of the City, Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and Contractor shall be promptly notified by the other of any complaints received.

2.9.2 Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.

2.9.3 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. Contractor shall be equipped to meet all Occupational Safety and Health Administration (OSHA) criteria.

2.9.4 Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee.

2.9.5 Contractor will provide the City with a signed copy of the Work Order Cost Estimate attached to the invoice which references the Purchase Order issued for Services rendered.

2.10 **Invoices and payment:**

2.10.1 The City reserves the right to request copies of supplier's invoices for materials.

2.10.2 Contractor shall submit, on a timely basis, an itemized detailed statement including the following information:

- ✓ Name of City personnel authorizing the work
- ✓ Name of the employees who performed the work
- ✓ Hours and rates spent on each job for each given day
- ✓ A list of all materials used for each job and the location
- ✓ When parts were used for the job, the percentage of cost must also be shown on invoice
- ✓ The purchase order number shall be designated on all invoices
- ✓ Certified payroll

2.10.3 Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work. Requests for payment shall be submitted by job.

2.10.4 The City reserves the right to audit the successful bidder's financial records.

2.11 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.11.1 To be provided with Bid submittal:

- ✓ Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
- ✓ Executed Addendum(s)

2.11.2 To be provided prior to the issuance of a contract:

- ✓ Business License

- ✓ Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability
- ✓ W-9 (new vendor only).
- ✓ Vendor Information Form (new vendor only)
- ✓ Work Authorization Affidavit
- ✓ E-Verify Signature Page
- ✓ References and Experience
- ✓ The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.

NOTE: W-9 and Certificate of Insurance (COI) shall identify the SAME legal entity company name.

2.11.3 To be provided with Applications for Payment

- ✓ Pay Application
- ✓ Certified Payroll Form
- ✓ Certified Payroll Report
- ✓ MoDOLIR-Compliance with Prevailing Wage Law Affidavit
- ✓ Contractor's Certification and Affidavit

2.12 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.12.1 through 2.13.4.

2.12.1 Elected/appointed officials/employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.12.2 Contractor hereby covenants that at the time of solicitation submittal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.13 **Debarment and Suspension Status:**

2.13.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.13.2 Offeror has not within a three year period preceding this invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.13.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.13.4 Offeror has not, within a three year period preceding this invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.14 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0

3.0 **TECHNICAL SPECIFICATIONS:**

3.1 **General Requirements**: Contract for services is being established to expedite current and future projects. Projects are initiated as opportunity for improvements or development arises. Available funding is the determining factor in utilizing contract services in lieu of staff.

3.2 **Materials for Curbing**:

3.2.1 Concrete Mix: Concrete shall conform to the requirements of the Kansas City Metro Materials Board (KCMMB). Concrete strength shall be a minimum of 4000 psi unless otherwise specified for a project. All additives and mixes shall be stated on each project quote request.

3.2.2 Expansion Material: Expansion material shall be placed in accordance with the Lee's Summit Design Guidelines.

3.2.3 Reinforcing Steel: Rods shall be #4 gauge steel and placed conforming to the Lee's Summit Design Guidelines.

3.2.4 Curing Material: Curing membrane shall be as specified in section 2208.2 Sub-Section F of the Division II Construction and Materials Specifications, Streets, Kansas City Metropolitan Chapter APWA when applicable.

3.2.5 Construction Details:

- Curb and Gutter, CG-1, and Residential Lazyback Curb, CG-2, shall be constructed in compliance with Lee's Summit Design Guidelines. Curb edging which shall be curvilinear 12" high and 6" wide with top edged and broom finished. All flat work shall be finished as specified for the project.
- All form work shall be approved by City Staff prior to placement of concrete.

3.2.6 Rock: Rock required for new work and its placement shall be the responsibility of the City or its contractors. Rock required for replacement work shall be the responsibility of the contractor.

3.2.7 Joints: The joints shall be formed at right angles to the alignment of the project unless otherwise specified in the project quote request or job specifications.

- Expansion Joint:
  - Material: Expansion joints shall be formed by 3/4 inch thick joint filler.
  - Stability: Expansion joints shall be secured in a manner so they will not be disturbed by depositing and consolidating of concrete.
- Contraction Joints: All work shall have contraction joints formed at intervals conforming to Lee's Summit Design Guidelines.
- Method: Contraction joints may be formed by either tooling or sawing.
  - Tooling: Tooled contraction joints shall be constructed with 1/4 inch radius on all exposed edged.
  - Sawing: Sawing of contraction joints will be permitted if done within 24 hours of the placing of concrete and completed with a clean non raveled edge.

3.2.8 Concrete Work: Concrete shall be placed in accordance with the requirements of Lee's Summit Design Guidelines and as specified in the project specifications. Expansion and contraction joints shall be constructed as indicated above. The contractor shall furnish all equipment, transportation of equipment, materials and labor to install and finish concrete and the expense for these items shall be included in the linear or square foot pricing requested. Any concrete work not included in the line item pricing but performed in conjunction with line item bid descriptions may be performed by submission of separate proposal. Proposal may be accepted or rejected and bid out by the City.

- Site Preparation: Site preparation for new work shall be the responsibility of the City or its contractor. Preparation for placement of concrete on replacement work shall be the responsibility of the contractor.
- Concrete Placement: Concrete shall be mechanically vibrated when specified by the project or in compliance with Lee's Summit Design Guidelines.
- Finishing: After placing and initial strike-off, the curbing shall be tooled to the required radius. If the surface of the concrete is sufficiently wet so that a ridge is formed at the inside of the radius tool, finishing will cease until the excessive moisture has evaporated. After initial set and tooling, a broom finish shall be applied to the top edge and radius edges. In all cases finished curb shall have a true surface, free from sags, twists, or warps, and shall have a uniform color and appearance. Flat work shall be finished according to project specifications and shall have a uniform color and appearance.
- Curing: As soon as practical after the concrete is finished, it shall be cured with one of the acceptable liquid curing membranes applied according to the manufacturer direction if specified for the project. If the front and or back forms are removed from finished curbing within a period of 72 hours of placement, these surfaces shall also be cured. Wet

burlap, cotton mat, waterproof paper, polyethylene sheeting or earth backfill is not an acceptable curing method for curbing.

- Protection: The contractor shall protect the concrete work against damage or defacement of any kind until it has been accepted by the City's designated project coordinator. Concrete which is damaged or defaced, shall be removed and replaced, or repaired to the satisfaction of the City's designated project coordinator.

3.2.9 Method of Measurement: Curb work performed, as set forth in these specifications, shall be measured by the linear foot of satisfactorily completed curb work as measured at the flow line. The square foot of satisfactorily completed work shall the measurement for flat work.

3.3 **ADA Ramps:** Replacement and new ADA Ramps will be constructed in accordance with the Americans with Disabilities Act and City of Lee's Summit Design and Construction Manual Details. Wheelchair ramp construction consists of placing or replacing ramps as shown on APWA detail sheet SW-1 (Ramp Types A, B, or C). Additional sidewalk panels may be replaced as directed by the City. Sidewalk panels that are replaced in excess of the standard wheelchair ramps will be measured as square feet of 4" flatwork replacement for payment purposes. Curbing shall be poured separate to the ramps with no monolithic pours permitted.

3.4 **Street Repairs:** 10" Concrete cap to meet the existing street surface on city streets. The concrete mix is to be WA610-1-4 with Missouri type D rock. Contractor shall work with Inspections for approval.

3.5 **Detectable Warnings:** Detectable warnings are required standardized surface features built in or applied to walking surfaces on sidewalks or ramps to warn visually impaired people of hazards on a circulation path. Those hazards include, but are not limited to interfaces between sidewalks and areas where moving vehicles may be present.

3.5.1 Dimensions: Detectable warnings shall consist of raised truncated domes with a 0.9 in (23 mm) nominal diameter, a nominal 0.2 in (5mm) height, and a nominal center to center spacing of 2.35 in (60 mm). They shall extend across the full walking surface of the walk or ramp, and shall be 2 feet (0.6 m) long in the direction of pedestrian travel.

3.5.2 Contrast: Detectable warnings shall contrast visually with adjoining surfaces, either light–on–dark or dark–on–light. The material used to provide contrast should contrast by at least 40%. Contrast in percent is determined by:

Contrast = [(B1–B2)/B1] x 100
Where:
B1=light reflectance value (LRV) of the lighter area
B2=light reflectance value (LRV) of the darker area

Light Reflectance Value shall be determined by ASTM D2805 for painted surfaces or by visual comparison to paint chips with LRVs determined by ASTM D2805 for non–painted surfaces. Note that in any application both white and black are never absolute: thus B1 is always less than 100, and B2 is always greater than 0.

3.5.3 Material: The material used to provide contrast shall be an integral part of the walking surface. The material for detectable surface shall consist of:

- Grouted-in-Place Clay Pavers
  - Paving brick shall be 2 1/4" x 3 5/8" x 7 5/8" and shall meet the requirements of ASTM C902 for Class SX, Type 1 brick and ASTM C1272.
  - The bricks shall be placed in a Soldier Course pattern on type A and Type C ramps, or in the Herringbone or Soldier Course pattern on Type B ramps.
  - The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick.
  - Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
- Cast-in-Place Tiles: Acceptable products include Detectable Warning System's E-Z-Set Ceramic Composite Detectable Warning Panels, Armor Tile's Cast In Place System, ADA Solution's Composite Paver, CASTinTACT Detectable Warning Panel, or approved equal.
- Color for all surfaces options shall be 'brick red'. Surface applied retrofit tiles shall not be allowed. Any color variation to meet contrast requirements must be approved by City Engineer

4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
	SECTION 1: Concrete Curb Edging- New 12" H x 6" W			
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	$ 11.80
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	$ 11.80
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	$ 10.49
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	$ 9.88
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	$ 9.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	$ 9.18
	SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W			
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	$ 21.17
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	$ 18.39
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	$ 15.97
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	$ 15.41
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	$ 14.94
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	$ 14.76
	SECTION 3: Concrete Curb Edging- New 6"x12"wide			
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	$ 10.31
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	$ 9.88
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	$ 9.31
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	$ 9.13
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	$ 8.45
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	$ 8.45
	SECTION 4: Concrete Curb Edging- Replace 6"x12"wide			
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	$ 20.47
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	$ 19.37
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	$ 18.32
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	$ 18.13
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	$ 17.75
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	$ 17.28
	SECTION 5: CG-1 Curbing – New			
4.25	CG-1 Curbing - New	1-100	L.F.	$ 24.43
4.26	CG-1 Curbing - New	101-200	L.F.	$ 19.88
4.27	CG-1 Curbing - New	201-500	L.F.	$ 17.18
4.28	CG-1 Curbing - New	501-750	L.F.	$ 16.70
4.29	CG-1 Curbing - New	751-1000	L.F.	$ 15.97
4.30	CG-1 Curbing - New	1001-2000	L.F.	$ 14.33
	SECTION 6: CG-1 Replacement			
4.31	CG-1 Replacement	1-100	L.F.	$ 31.04
4.32	CG-1 Replacement	101-200	L.F.	$ 29.47
4.33	CG-1 Replacement	201-500	L.F.	$ 27.79
4.34	CG-1 Replacement	501-750	L.F.	$ 24.68
4.35	CG-1 Replacement	751-1000	L.F.	$ 23.82
4.36	CG-1 Replacement	1001-2000	L.F.	$ 22.02
	SECTION 7: CG-2 Curbing – New			
4.37	CG-2 Curbing - New	1-100	L.F.	$ 24.30
4.38	CG-2 Curbing - New	101-200	L.F.	$ 17.71
4.39	CG-2 Curbing - New	201-500	L.F.	$ 17.14
4.40	CG-2 Curbing - New	501-750	L.F.	$ 15.38
4.41	CG-2 Curbing - New	751-1000	L.F.	$ 15.25
4.42	CG-2 Curbing - New	1001-2000	L.F.	$ 14.81

	SECTION 8: CG-2 Replacement			
4.43	CG-2 Replacement	1-100	L.F.	$ 32.37
4.44	CG-2 Replacement	101-200	L.F.	$ 28.58
4.45	CG-2 Replacement	201-500	L.F.	$ 28.10
4.46	CG-2 Replacement	501-750	L.F.	$ 26.68
4.47	CG-2 Replacement	751-1000	L.F.	$ 24.87
4.48	CG-2 Replacement	1001-2000	L.F.	$ 21.98
	SECTION 9: Concrete Steps – New price based on square footage of stair tread			
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	$ 66.92
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	$ 64.64
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	$ 58.10
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	$ 53.35
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	$ 52.30
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	$ 51.26
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	$ 48.60
	SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread			
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	$ 70.44
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	$ 68.43
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	$ 64.79
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	$ 62.65
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	$ 60.84
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	$ 55.25
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	$ 48.79
	SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)			
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	$ 5.79
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	$ 5.56
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	$ 3.90
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	$ 2.47
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	$ 2.09
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	$ 2.04
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	$ 2.00
	SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)			
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	$ 6.27
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	$ 5.80
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	$ 3.44
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	$ 2.00
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	$ 1.72
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	$ 1.67
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	$ 1.34
	SECTION 13: Ramps			
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	$ 9.31
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	$ 11.25
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	$ 39.33
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	$ 46.60

	SECTION 14: Concrete Flat Work-New- broom finish				4" Thick	6" Thick
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.		$ 8.74	$ 9.72
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.		$ 6.19	$ 6.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.		$ 4.45	$ 4.67
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.		$ 4.45	$ 4.67
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.		$ 4.27	$ 4.48
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.		$ 4.17	$ 4.30
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.		$ 3.72	$ 3.80

				4" Thick	6" Thick
	SECTION 15: Concrete Flat Work-Replacement- broom finish				
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	$ 8.57	$ 8.75
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	$ 8.46	$ 8.54
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	$ 8.07	$ 8.07
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	$ 6.93	$ 7.13
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	$ 6.46	$ 6.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	$ 5.89	$ 6.165
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	$ 5.23	$ 5.61
	SECTION 16: Concrete Flat Work-New- Trowel Finish			4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	$ 8.74	$ 8.93
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	$ 7.14	$ 7.51
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	$ 4.606	$ 5.14
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	$ 4.19	$ 4.606
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	$ 3.80	$ 4.28
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	$ 3.78	$ 4.20
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	$ 3.61	$ 4.00
	SECTION 17: Concrete Flat Work-Replacement-Trowel Finish			4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	$ 10.39	$ 10.83
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	$ 10.06	$ 10.54
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	$ 7.21	$ 7.51
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	$ 6.83	$ 6.84
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	$ 4.85	$ 5.05
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	$ 4.80	$ 4.99
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	$ 4.606	$ 4.85
	SECTION 18: Concrete Street Repairs				
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	$ 15.37	$ 15.37
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	$ 14.43	$ 14.43
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	$ 13.34	$ 13.34
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	$ 11.65	$ 11.65
	SECTION 19: Concrete Flat Work-New Broom/Pour Finish			8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	$ 10.50	$ 10.48
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	$ 7.53	$ 7.83
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	$ 5.53	$ 5.87
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	$ 5.53	$ 5.87
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	$ 5.40	$ 5.84
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	$ 5.25	$ 5.61
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	$ 5.21	$ 5.56
	SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish			8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	$ 10.05	$ 10.50
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	$ 9.60	$ 10.05
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	$ 8.98	$ 9.53
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	$ 8.11	$ 8.57
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	$ 7.36	$ 8.29
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	$ 6.74	$ 7.45
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	$ 6.29	$ 7.28
	SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish			8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	$ 10.62	$ 10.77
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	$ 8.06	$ 8.36
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	$ 6.12	$ 6.46
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	$ 6.12	$ 6.46
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	$ 5.62	$ 5.97
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	$ 5.37	$ 5.72
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	$ 5.31	$ 5.66

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	$ 10.23	$ 10.62
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	$ 9.80	$ 10.05
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	$ 9.09	$ 9.60
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	$ 8.93	$ 8.99
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	$ 8.78	$ 8.81
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	$ 8.06	$ 8.37
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	$ 7.21	$ 8.11
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	$ 2.81	$ 2.81
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	$ 1.03	$ 1.03
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	$ 0.87	$ 0.87
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	$ 0.67	$ 0.67
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	$ 0.54	$ 0.54
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	$ 0.47	$ 0.47
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	$ 0.46	$ 0.46
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	$ 0.38	$ 0.38
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	$ 21.91	$ 21.00
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	$ 20.00	$ 19.10
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	$ 17.79	$ 16.88
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	$ 16.77	$ 15.86
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	$ 13.81	$ 12.90
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	$ 12.36	$ 11.45
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	$ 12.20	$ 11.29
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	$ 30.05	$ 29.15
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	$ 27.25	$ 26.34
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	$ 21.41	$ 20.50
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	$ 20.39	$ 19.48
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	$ 19.24	$ 18.33
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	$ 16.88	$ 15.98
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	$ 15.82	$ 14.91
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	$ 21.91	$ 21.00
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	$ 20.00	$ 19.10
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	$ 19.60	$ 18.69
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	$ 18.58	$ 17.67
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	$ 15.62	$ 14.71
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	$ 14.17	$ 13.26
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	$ 14.00	$ 13.10
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	$ 31.86	$ 30.96
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	$ 29.06	$ 28.15
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	$ 23.22	$ 23.22
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	$ 23.10	$ 21.20
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	$ 21.05	$ 21.05
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	$ 18.69	$ 17.79
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	$ 17.63	$ 16.72

SECTION 29: 4" Brick Red Stamped Concrete Flatwork					
4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	$ 10.38	$ 10.38
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	$ 7.91	$ 7.91
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	$ 5.91	$ 5.91
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	$ 4.85	$ 4.85
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	$ 4.47	$ 4.47
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	$ 4.27	$ 4.27
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	$ 4.27	$ 4.27

Hours of Service and Contact Information		
State hours normal service is available		7 a.m. to 5 p.m., 5 days per wk
Emergency service available	24 HOURS PER DAY	__ a.m. to __ p.m., 7 days per wk
Name of person to call for service		Ed Lipowicz IV
Telephone of person to call for service		913-208-8233 cell
City standard payment terms are Net 30 after receipt of invoice and certified payroll.		
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?		Yes[X] No[ ]
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?		Yes[ ] No[ ]

4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
	SECTION 1: Concrete Curb Edging- New 12" H x 6" W			
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	$ 13.03
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	$ 13.03
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	$ 11.59
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	$ 10.91
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	$ 10.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	$ 10.14
	SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W			
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	$ 23.39
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	$ 20.32
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	$ 17.64
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	$ 17.02
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	$ 16.50
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	$ 16.30
	SECTION 3: Concrete Curb Edging- New 6"x12"wide			
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	$ 11.39
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	$ 10.91
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	$ 10.28
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	$ 10.08
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	$ 9.77
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	$ 9.77
	SECTION 4: Concrete Curb Edging- Replace 6"x12"wide			
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	$ 22.61
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	$ 21.40
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	$ 20.24
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	$ 20.03
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	$ 19.61
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	$ 19.09
	SECTION 5: CG-1 Curbing – New			
4.25	CG-1 Curbing - New	1-100	L.F.	$ 26.99
4.26	CG-1 Curbing - New	101-200	L.F.	$ 21.96
4.27	CG-1 Curbing - New	201-500	L.F.	$ 18.98
4.28	CG-1 Curbing - New	501-750	L.F.	$ 18.45
4.29	CG-1 Curbing - New	751-1000	L.F.	$ 17.64
4.30	CG-1 Curbing - New	1001-2000	L.F.	$ 15.83
	SECTION 6: CG-1 Replacement			
4.31	CG-1 Replacement	1-100	L.F.	$ 34.29
4.32	CG-1 Replacement	101-200	L.F.	$ 32.56
4.33	CG-1 Replacement	201-500	L.F.	$ 30.70
4.34	CG-1 Replacement	501-750	L.F.	$ 27.27
4.35	CG-1 Replacement	751-1000	L.F.	$ 26.32
4.36	CG-1 Replacement	1001-2000	L.F.	$ 24.33
	SECTION 7: CG-2 Curbing – New			
4.37	CG-2 Curbing - New	1-100	L.F.	$ 26.85
4.38	CG-2 Curbing - New	101-200	L.F.	$ 19.56
4.39	CG-2 Curbing - New	201-500	L.F.	$ 18.93
4.40	CG-2 Curbing - New	501-750	L.F.	$ 16.99
4.41	CG-2 Curbing - New	751-1000	L.F.	$ 16.84
4.42	CG-2 Curbing - New	1001-2000	L.F.	$ 16.36

	SECTION 8: CG-2 Replacement				
4.43	CG-2 Replacement	1-100	L.F.	$	35.76
4.44	CG-2 Replacement	101-200	L.F.	$	31.57
4.45	CG-2 Replacement	201-500	L.F.	$	31.04
4.46	CG-2 Replacement	501-750	L.F.	$	29.47
4.47	CG-2 Replacement	751-1000	L.F.	$	27.48
4.48	CG-2 Replacement	1001-2000	L.F.	$	24.28
	SECTION 9: Concrete Steps – New price based on square footage of stair tread				
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	$	73.94
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	$	71.42
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	$	64.19
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	$	58.94
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	$	57.79
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	$	56.64
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	$	53.70
	SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread				
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	$	77.83
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	$	75.61
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	$	71.59
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	$	69.22
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	$	67.22
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	$	61.04
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	$	53.91
	SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)				
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	$	6.39
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	$	6.14
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	$	4.30
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	$	2.72
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	$	2.31
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	$	2.25
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	$	2.20
	SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)				
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	$	6.92
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	$	6.40
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	$	3.80
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	$	2.20
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	$	1.89
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	$	1.84
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	$	1.47
	SECTION 13: Ramps				
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	$	10.28
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	$	12.43
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	$	43.45
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	$	51.49

	SECTION 14: Concrete Flat Work-New- broom finish			4" Thick		6" Thick
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	$	9.65	$ 10.73
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	$	6.83	$ 7.44
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	$	4.91	$ 5.15
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	$	4.91	$ 5.15
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	$	4.71	$ 4.95
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	$	4.60	$ 4.75
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	$	4.10	$ 4.20

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	$ 9.46	$ 9.66
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	$ 9.34	$ 9.43
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	$ 8.91	$ 8.91
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	$ 7.65	$ 7.87
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	$ 7.13	$ 7.44
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	$ 6.50	$ 7.34
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	$ 5.77	$ 6.19
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	$ 9.65	$ 9.86
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	$ 7.88	$ 8.29
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	$ 5.14	$ 5.67
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	$ 4.62	$ 5.14
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	$ 4.19	$ 4.72
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	$ 4.17	$ 4.63
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	$ 3.98	$ 4.42
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	$ 11.48	$ 11.96
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	$ 11.11	$ 11.64
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	$ 7.96	$ 8.29
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	$ 7.54	$ 7.55
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	$ 5.35	$ 5.57
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	$ 5.30	$ 5.51
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	$ 5.14	$ 5.35
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	$ 16.98	$ 16.98
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	$ 15.94	$ 15.94
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	$ 14.74	$ 14.74
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	$ 12.87	$ 12.87
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	$ 11.60	$ 11.57
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	$ 8.31	$ 8.65
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	$ 6.10	$ 6.48
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	$ 6.10	$ 6.48
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	$ 5.96	$ 6.45
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	$ 5.80	$ 6.19
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	$ 5.75	$ 6.14
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	$ 11.10	$ 11.60
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	$ 10.60	$ 11.10
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	$ 9.92	$ 10.52
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	$ 8.96	$ 9.46
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	$ 8.13	$ 9.16
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	$ 7.44	$ 8.23
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	$ 6.95	$ 8.04
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	$ 11.73	$ 11.90
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	$ 8.90	$ 9.23
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	$ 6.76	$ 7.13
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	$ 6.76	$ 7.13
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	$ 6.21	$ 6.59
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	$ 5.93	$ 6.32
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	$ 5.86	$ 6.25

				8" Saw Cut	10" Saw Cut
SECTION 22: Concrete Flat Work-Replacement-Trowel Finish					
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	$ 11.30	$ 11.73
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	$ 10.82	$ 11.10
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	$ 10.04	$ 10.60
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	$ 9.86	$ 9.93
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	$ 9.70	$ 9.73
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	$ 8.90	$ 9.24
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	$ 7.96	$ 8.96
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	$ 3.10	$ 3.10
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	$ 1.13	$ 1.13
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	$ 0.96	$ 0.96
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	$ 0.73	$ 0.73
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	$ 0.59	$ 0.59
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	$ 0.51	$ 0.51
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	$ 0.50	$ 0.50
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	$ 0.41	$ 0.41
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	$ 24.20	$ 23.20
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	$ 22.10	$ 21.10
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	$ 19.65	$ 18.65
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	$ 18.52	$ 17.52
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	$ 15.25	$ 14.25
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	$ 13.65	$ 12.65
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	$ 13.47	$ 12.47
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	$ 33.20	$ 32.20
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	$ 30.10	$ 29.10
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	$ 23.65	$ 22.65
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	$ 22.52	$ 21.52
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	$ 21.25	$ 20.25
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	$ 18.65	$ 17.65
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	$ 17.47	$ 16.47
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	$ 24.20	$ 23.20
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	$ 24.10	$ 23.10
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	$ 21.65	$ 20.65
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	$ 20.52	$ 19.52
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	$ 17.25	$ 16.25
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	$ 15.65	$ 14.65
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	$ 15.47	$ 14.47
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	$ 35.20	$ 34.20
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	$ 32.10	$ 31.10
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	$ 25.65	$ 25.65
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	$ 25.52	$ 24.52
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	$ 23.25	$ 23.25
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	$ 20.65	$ 19.65
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	$ 19.47	$ 18.47

SECTION 29: 4" Brick Red Stamped Concrete flatwork					
4.177	4" Compacted Aggregate Base	1-200	Sq.Ft.	$ 11.46	$ 11.46
4.178	4" Compacted Aggregate Base	201-1000	Sq.Ft.	$ 8.73	$ 8.73
4.179	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	$ 6.52	$ 6.52
4.180	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	$ 5.35	$ 5.35
4.181	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	$ 4.93	$ 4.93
4.182	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	$ 4.71	$ 4.71
4.183	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	$ 4.71	$ 4.71

Hours of Service and Contact Information	
State hours normal service is available	7 a.m. to 5 p.m., 5 days per wk
Emergency service available 24 HOURS PER DAY	___ a.m. to ___ p.m., 7 days per wk
Name of person to call for service	Ed Lipowicz III
Telephone of person to call for service	913-208-8233 cell
City standard payment terms are Net 30 after receipt of invoice and certified payroll.	2% 10; Net 30
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes☒ No☐
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes☐ No☐

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES X NO ____ INITIALS

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Ed Lipowicz. I am an authorized agent of Quality Custom Construction ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Ed Lipowicz IV
Printed Name

Subscribed and sworn to before me this 26th day of September, 2018.

Lisa M Collins
Notary Public

SEAL

LISA M. COLLINS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires: October 17, 2018
Commission Number: 14530255

7.0 REFERENCES AND EXPERIANCE: PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business? Years: 16

List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)

Prior Work/Services Performed for:

Municipality/Company Name: City of Lee's Summit

Address: 220 SE Green St
LS MO

Contact Person: DeeDee Tschirhart Title: Procurement Officer Telephone No: 816-969-1087

Description of Work/Services Performed: Concrete Flatwork, Curb, Street Repair

Contract Amount: $ 794,990.87 Completion Date: 12/31/2017 - Ongoing

Prior Work/Services Performed for:

Municipality/Company Name: Lee's Summit School District

Address: 502 SE Transport Dr.
LS MO

Contact Person: Kyle Gorrell Title: Director of Facilities Telephone No: 816-985-3119

Description of Services Performed:

Contract Amount: $ 412,350.03 Completion Date: 12/31/2017 - Ongoing

8.0 PERSONNEL QUALIFICATIONS:

Contractor is REQUIRED to provide the information below in FULL DETAIL.
Indicate person who will be supervising project and years of experience in similar work.
Name: Ed Lipowicz IV # of Years: 18
Type of Experience: All areas of concrete construction management

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
Jeremiah Rose	Site Foreman / Cement Mason	22 yrs / ACI /
David Rose	Site Coordinator / Operator / Cement Mason	19 yrs / Con. Mgmt.
Eric Moeller	Cement Mason / Forms Supervisor	21 yrs / Multiple areas of concrete construction
Travis Moore	Operator / Cement Mason / Site Prep	16 yrs
Steve Jackson	Carpenter / Cement Mason	22 yrs / MODOT Projects
Rob Summers	Carpeter / Cement Mason	14 yrs
Brian Irwin	Cement Mason	26 yrs / Class A Concrete Construction
Chris Benton	Cement Mason	17 yrs
Mike Patrick	Cement Mason	15 yrs

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the

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

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

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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

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

2. **Required Insurance Coverage.**

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

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

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

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

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. AWARD. The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.

2. PREPARATION OF BIDS.
   - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
   - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
   - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
   - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
   - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
   - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
   - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
   - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
   - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
   - J Specification sheets MUST be uploaded with bids.

3. EXPLANATION TO BIDDERS. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.

4. ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS. Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.

5. SUBMISSION OF BIDS.
   - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
   - B Emailed or faxed bids will not be considered unless authorized by the invitation.
   - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
   - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
   - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.

6. FAILURE TO SUBMIT BID. If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

7. MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS. A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.

8. LATE BIDS AND MODIFICATIONS. It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.

9. BONDS. Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

   A BID DEPOSITS (BONDS).
   Bid Deposit Not Required ☒.
   Bid Deposit Required ☐ as stipulated in the "Invitation for Bid".
   Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
   (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
   (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
   (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

   B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.
   Performance and Labor and Material Payment Bonds Not Required ☒.
   Performance and Labor and Material Payment Bonds Bond Required ☐ as stipulated in the "Invitation to Bid".
   Note the following:

(1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
(2) Date of bonds shall be the same as the date of City's execution of the contract.
(3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
(4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
(5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. DISCOUNTS AND BID EVALUATION. Discounts offered for prompt payment may be considered in bid evaluation.

11. MATERIAL AVAILABILITY. Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. ALTERNATE BIDS. Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.
A BASIS OF AWARD.
(1) Only firm bids will be considered.
(2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
(3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
(4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non- conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.
(1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
(2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
(3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
(4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. QUALIFICATIONS OF BIDDERS. The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. ANTI-TRUST. Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. GUARANTEE. All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. EXPERIENCE STATEMENT (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. REFUND OF DEPOSIT ON BID DOCUMENTS (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.
GENERAL CONTRACTUAL REQUIREMENTS.

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

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

3. CONTRACT TERMS. The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms

or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. TRANSPORTATION CHARGES. Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. PACKAGING. The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

6. INSPECTION AND ACCEPTANCE. No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

7. GENERAL GUARANTY AND WARRANTY. The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

8. PATENTS. Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

9. QUANTITIES. City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.

10. ACTS OF GOD. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

11. BANKRUPTCY OR INSOLVENCY. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

13. LAW GOVERNING. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.

14. TIME OF DELIVERY. The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

15. INTERPRETATION OF CONTRACT AND ASSIGNMENTS. This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.

16. CONTRACTOR'S INVOICES. Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.

17. NOTICE AND SERVICE THEREOF. Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

19. TERMINATION OF CONTRACT. This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

20. INDEMNITY AND HOLD HARMLESS. Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

21. SUB-CONTRACTS.
   A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
   B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
   C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
   D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. UNIFORM COMMERCIAL CODE. This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

23. CHANGES. The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for

performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. RESPONSIBILITY FOR SUPPLIES. The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.

25. EXECUTION OF CONTRACT. Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:

A ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

B ☒ The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

C ☐ The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

D ☐ Five copies of the Contract.

(1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.

(2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.

(3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.

26. FINAL PAYMENT. Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.

27. NON-DISCRIMINATION IN EMPLOYMENT. In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

28. DOMESTIC PRODUCTS. The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

29. TAX EXEMPT. Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

30. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT". The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

31. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS. No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

32. FUND ALLOCATION. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

33. ASSIGNMENTS. Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

34. DEBARMENT. By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

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

35. WORK HOUR AND SAFETY STANDARD ACT. All bidders awarded contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1\2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. LABOR-RELATED REGULATIONS. The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"

A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"

B Wage Rate Determination – Federal. If required by the "Invitation to Bid"

The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

37. BUILDING REGULATION, PERMITS AND LAW.

A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.

B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. COORDINATION OF THE WORK. The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

39. CHANGES IN THE WORK.
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. TIMING.
A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. PAYMENTS.
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B Engineer's Pay Estimates:
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. SURPLUS MATERIALS. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. ACCIDENT PREVENTION.
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. CONFLICTS. No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. DAVIS BACON ACT: The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) AI

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.
My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

PW-4 (04-11) AI

Company ID Number: 267325

Approved by:

Employer	
QUALITY CUSTOM CONSTRUCTION	
Name (Please Type or Print) EDMUND R LIPOWICZ IV	Title
Signature Electronically Signed	Date 10/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/22/2009

Company ID Number: 267325

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	QUALITY CUSTOM CONSTRUCTION
Company Facility Address	9707 S. CORN ROAD Lone Jack, MO 64070
Company Alternate Address	9707 S Corn Rd Lone Jack, MO 64070
County or Parish	JACKSON
Employer Identification Number	201823753
North American Industry Classification Systems Code	238
Parent Company	QUALITY CUSTOM CONCEPTS INC
Number of Employees	5 to 9
Number of Sites Verified for	1

E-Verify

Company ID Number: 267325

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

Name	EDMUND R LIPOWICZ IV
Phone Number	(816) 697 - 3232
Fax Number	(816) 697 - 3232
Email Address	edlipowicz@sbcglobal.net

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