CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

MARCH 23, 2020
7:00 P.M.

OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE
DIAL IN (786) 535-3211 | ACCESS CODE 587-448-165

ITEM I: CALL TO ORDER
- Mayor Mike Todd

ITEM II: ROLL CALL
- City Clerk Jamie Logan

ITEM III: APPROVAL OF AGENDA
- Interim City Administrator Ken Murphy

ITEM IV: CONSENT AGENDA
- March 9, 2020 – Board of Aldermen Regular Meeting Minutes
- March 23, 2020 – Accounts Payable

ITEM V: PREVIOUS BUSINESS
- None

ITEM VI: NEW BUSINESS
- None

ITEM VII: PRESENTATIONS
- None

ITEM VIII: PUBLIC HEARING
- None

ITEM IX: ORDINANCES

ITEM IX(A)
B20-06
2ND READ

An Ordinance Changing the Zoning on Approximately 1.2 Acres from Downtown Transition Zone to R-3P (Multi-Family Residential District-Planned Overlay District) and Approximately 1.9 Acres from C-1 (Central Business District) to R-3P (Multi-Family Residential District-Planned Overlay District) and Approval of Preliminary Development Plan for the Lofts at Old Towne Marketplace

To allow the development of a multi-family residential complex with an indoor amenity center

ITEM IX (B)
B20-07
1ST & 2ND READ

An Ordinance Authorizing the City of Grain Valley, Missouri Equipment Lease Purchase Agreement and Authorizing and Approving Certain Documents in Connection with the Delivery of the Lease

To enter into a lease purchase agreement with State Bank of Missouri for the purchase of three vehicles and equipment for the Police Department

ITEM IX (C)
B20-08
1ST & 2ND READ

An Ordinance Relating to Emergency Preparedness and Emergencies in the City of Grain Valley

To establish procedures outlining processes for the City to declare a state of emergency in certain situations

ITEM X: PROCLAMATIONS

- Emergency Government Proclamation of State of Emergency

ITEM XI: RESOLUTIONS

ITEM XI (A)
R20-23

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the Interim City Administrator to Enter into an Agreement with Utility Service Company, Inc. to Provide Maintenance for City Owned Water Towers

To maintain safe and clean drinking water by providing maintenance and cleaning for the City owned water storage facilities

ITEM XII: CITY ATTORNEY REPORT

- City Attorney

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- Interim City Administrator Ken Murphy
- Interim Deputy 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 XIV: BOARD OF ALDERMEN REPORTS & COMMENTS

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

ITEM XV: MAYOR REPORT

- Mayor Mike Todd

ITEM XVI: 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 XVII: ADJOURNMENT

PLEASE NOTE

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211

Consent Agenda

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on March 9, 2020 at 7:00 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

- Deputy City Clerk Khalilah Holland called roll
- *Present: Bass, Cleaver, Headley, Stratton, Totton, West*
- *Absent:*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Darryl Jones with Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Stratton

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Chuck Johnston 611 Cross Creek Dr; requested bid information on the Community Campus project; City Administrator Murphy referred Mr. Johnston to submit a sunshine request form for the information requested to the Deputy City Clerk
- Roy Miller 1022 SW Foxtail Dr; complained about the train blocking Main St for an extended amount of time; Chief Beale will discuss the complaint with KC Southern Southern

ITEM VIII: CONSENT AGENDA

- February 24, 2020 – Board of Aldermen Regular Meeting Minutes
- March 9, 2020 – Accounts Payable
- *Alderman West made a Motion to Approve the Consent Agenda*

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- *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*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- Jim Stufflebeam, Sapp Design Architects and Mike Heule, Helix Architecture + Design gave a key milestone update presentation to the Board of Aldermen
  - Site masterplan presented and approved by the Board of Aldermen in December 2019; the masterplan is available on the envisiongrainvalley.com website; approval by the Board of Aldermen authorized the architects to enter the preliminary design phase
  - Design drawings were presented at the meeting to the Board of Aldermen on the layout of the community campus buildings and amenities; cost estimated $40 million
  - Next milestone is the April 7, 2020 bond election
  - Pending the approval of the bond election the architects, engineers and construction management company will proceed with the final stages of design; completion of final design approximately April 2021
  - Anticipated move-in timeframe Spring/Summer 2022
- Alderman Totton asked if there will be enough jail space; Mr. Stufflebeam explained the square footage of the Police Department/Station would be double in size of current space

ITEM XII: PUBLIC HEARING

Community Development Director, Mark Trosen, presented a staff report to the Board of Aldermen.

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Old Town Marketplace LLC is requesting a change of zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District – Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District).

This site is generally located at Garden Street and near SW Eagles Parkway, aka 201 SW Eagles Parkway.

The proposed Lofts at Old Towne will consist of 154 rental units and a mixed-use indoor amenity center. The development includes demolition of the building that previously contained the former Patricia's Foods and Hardware store. A new four-story building (Building A) includes the first-floor mixed use amenity level and 64-rental units in three additional floors.

There will be three mostly identical three-story apartment buildings (Buildings B, C, and D) containing a total of 90 units on the vacant tract to the west.

The proposed 154 rental units will consist of 10% one-bedroom units, 80% two-bedroom units and 10% three-bedroom units.

The development will be completed in 2 phases. Buildings B, C and D as well as new parking lot will be completed in phase 1. Phase 2 will consist of the demolition and then construction of Building A.

The mixed-use amenity center will consist of an indoor pool, pickle ball courts, exercise room, media/theatre room, tenant co-op workspace and wi-fi café, leasing office and tenant storage units.

In addition to rezoning the property to R-3 (Multi-Family Residential District), the applicant is also requesting that the development be designated as a Planned Overlay District. In approving the Planned Overlay District, the Planning and Zoning Commission will recommend approval of the preliminary development plan.

According to Section 400.200 of the City's zoning regulations, a Planned Overlay District shall provide latitude and flexibility in location of buildings, structures, open spaces, play areas, parking, roads, drives, variations in setback and yard requirements.

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The amount of open space, buffer zone, yard, parking, play area, density, floor area ratio and height requirements shall be determined by the Board of Aldermen after recommendation by the Planning and Zoning Commission. Buildings over the maximum allowable height of base district can be allowed.

The net area of land to be included in a District "P" and so designated shall be at least two and one-half acres (2 ½) acres in size. The proposed "P" designated area is 3.1 acres.

The location of any District "P" shall be on property which has direct access to major thoroughfares. The City's Comprehensive Plan designates Eagles Parkway as a major arterial. The existing and proposed parking areas have direct access to Eagles Parkway. In addition, this development has access to Garden Street and Rock Creek Lane which intersects with another major arterial road, Buckner Tarsney Road.

In District R-3, buildings or structures cannot exceed 45 feet and can't exceed three (3) stories in height. Buildings B, C and D comply and will be 42.5 feet in height and three stories. Building A will be approximately 65 feet in height and four stories. The District "P" allows this height and stories to be over the maximum for the base district, R-3.

Every dwelling (rental unit) shall have a minimum floor area. The City's zoning regulations requires 500 square feet per unit for buildings exceeding two units. The proposed one-bedroom units will have a minimum of 784 square feet, the two-bedroom units will have a minimum of 1,079 square feet and the three-bedroom unit will have a minimum of 1,316 square feet.

The play or open space requirement in District R-3 is 1,000 square feet for the 1st four units, plus 60 square feet per unit for the next 8 units: plus 30 square feet per unit for all units over 12.

Using the calculation above and based on 154 units, the required play or open space requirement would be 5,740 square feet. The mixed-used amenity center on the first floor of Building A will provide over 14,000 square feet of play area for tenants.

The floor area ratio (FAR) should be no greater than four tenths (0.4). The proposed development being rezoned to R-3p will be 0.39 FAR.

The applicant provided a parking stall analysis. The City's zoning regulations require 2 parking spaces for a 1- or 2-bedroom unit and 3 parking spaces for 3 or more bedrooms. Using the Old Towne Market Place parking area and the proposed rental units and existing commercial spaces,

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the required number of parking spaces would be 537. The total that will be provided post-development will be 541 spaces.

The new buildings exterior cladding materials consist of brick, stucco, composite siding paneling and trim. The applicant has stated that the design of the buildings will reflect and compliment the façade of the existing buildings to bring continuity and cohesiveness to the entire site.

Public notice was given in the Examiner and by letter to property owners of record with the county within 185 feet of the proposed development and change of zoning to R-3p.

The Planning and Zoning Commission held a public hearing on February 12, 2020. The Commission unanimously voted to recommend approval.

Staff recommends approval of the change of zoning to R-3p (Multi-Family Residential District – Planned Overlay District) and approval of the preliminary development plan for the Lofts at Old Towne.

If the rezoning and preliminary development plan is approved, the applicant will need to submit a Final Development Plan for the Planning and Zoning Commission review and recommendation to the Board of Aldermen. The information on the final development plan is more detailed regarding site plan and proposed infrastructure.

In addition to the submittal requirements in the City's zoning regulations under Section 400.200, Staff requires the following:

1. Show existing handicap parking and ensure each building has accessible parking near the main entrance.
2. Show proposed drainage facilities for new improvements.
3. Sewer services are shown under proposed buildings, provide proposed sewer layout and capacity analysis.
4. Provide proposed water main layout and capacity analysis
5. Recommend that a limited traffic impact analysis be provided to compare original traffic impact with proposed traffic impact.

Bryan Rahn, Old Town Marketplace, LLC; Ward Development representative answered questions by the Board of Aldermen and public.

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Alderman Cleaver asked what the price per unit would be; Mr. Rahn stated the price would be between $900 and $1200 for the 1 to 3 bedroom apartment; amenities may push up the price of the units; Alderman Cleaver asked if a market study has been done to support 154 units in this area; Mr. Rahn said a market study indicates the current vacancy rate is very little for similar project in the area

Alderman Totton asked how many people is estimated to live in the area; Mr. Rahn said they don't have a set number but estimates 300 occupants

Alderman Totton asked how many more police and fire department personnel is needed to assist with the increased population; Mr. Murphy stated the Central Jackson County Fire Protection District would be responsible for regulating compliance with the fire department; Mr. Murphy stated a 100 single-family home development is estimated with 2.8 occupants and the city doesn't account for an increase in police personnel

Alderman West if the City had enough water and sewer capacity to support the development; Mr. Murphy stated Mr. Trosen's report indicated between now and the final development plan the developer is required to determine the load and services are in place for the development; before the final version the capacity study would be complete

Alderman Stratton asked if the traffic study indicates additional roadwork is needed does the developer pay for it or is it shared with the city; Mayor Todd indicated it would be the developer's responsibility

Alderman Cleaver asked if the parking lot would be resurfaced; Mr. Rahn indicated the bulk of the pavement would be resurfaced

Mayor Todd asked are what Ward Developments plans regarding building, selling the property and managing the property; Mr. Rahn responded long term plans are unknown at this time but he did anticipate a management company would be involved; Mayor Todd expressed concern of the project being sold to an out of state company and it being difficult for the city if compliance issues arise

Alderman Bass asked if there's any plan to put anything other than residential in the development; Mr. Rahn indicated the first floor would be an amenity center for the residents and the plan is to have tenants appropriate for a residential mixed-use development rather than a strip mall

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-Mayor Todd Opened the Public Hearing for The Lofts at Old Towne Marketplace at 7:49 p.m.-

- *Chad Risinger, 58 T Street Lee's Summit, MO owner of Eagle Convenient Storage; asked Mr. Rahn if the plan was to build in phases or all at once; Mr. Rahn said they are planning on developing in phases; the three buildings to the west is where they will be starting; immediately following the four story building; Mr. Risinger asked what the projected start date is; Mr. Rahn said they are projecting to start late Spring; Mr. Risinger asked which building is the amenity building; Mr. Rahn said the four story building is the amenity building where the Grain Valley Market was located*
- *Chuck Johnston, 611 Cross Creek Dr; asked if the 3 new buildings will be behind where the pharmacy was; Mr. Rahn confirmed that is correct; the buildings upfront will remain; Mr. Rahn said the 3 buildings would be on the parcel between grocery store and school district*

-Mayor Todd Closed the Public Hearing for The Lofts at Old Towne Marketplace at 7:51 p.m.-

ITEM XIII: ORDINANCES

Bill No. B20-05: An Ordinance Approving the Final Plat of Mercado Plaza

- *Alderman Headley moved to make the second reading by title only of Bill No. B20-05*
- *The Motion was Seconded by Alderman Bass*
- *Mr. Murphy reminded the Board of Aldermen that this is the area directly across from Price Chopper and Papa John's; the area between the outer road and Woodbury Drive*
- *Motion to make the second reading of Bill No. B20-02 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. B20-05 was read by City Attorney Joe Lauber

- *Alderman Headley moved to accept the second reading of Bill No. B20-05 making it ordinance #2495*
- *The Motion was Seconded by Alderman Bass*
- *The motion was voted on with the following roll call vote:*

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- *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
- *Nay:*
- *Abstain:*

-Bill No. B20-05 BECAME ORDINANCE #2495: 6-0-

Bill No. B20-06: An Ordinance Changing the Zoning on Approximately 1.2 Acres from Downtown Transition Zone to R-3P (Multi-Family Residential District-Planned Overlay District) and Approximately 1.9 Acres from C-1 (Central Business District) to R-3P (Multi-Family Residential District-Planned Overlay District) and Approval of Preliminary Development Plan for the Lofts at Old Towne Marketplace

- *Alderman Headley moved to make the first reading by title only of Bill No. B20-06*
- *The Motion was Seconded by Alderman Stratton*
  - *Mr. Murphy said this is the Ordinance tonight's public hearing*
- *Motion to make the first reading of Bill No. B20-06 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay:*
  - *Abstain: None*

-Motion Approved: 6-0-

Bill No. B20-06 was read by City Attorney Joe Lauber

Bill No. B20-06: An Ordinance Changing the Zoning on Approximately 1.2 Acres from Downtown Transition Zone to R-3P (Multi-Family Residential District-Planned Overlay District) and Approximately 1.9 Acres from C-1 (Central Business District) to R-3P (Multi-Family Residential District-Planned Overlay District) and Approval of Preliminary Development Plan for the Lofts at Old Towne Marketplace

- *Alderman Headley moved to accept the first reading of Bill No. B20-06 bringing it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Stratton*
- *The motion was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*

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- *Abstain: None*

-Bill No. B20-06 Approved for a Second Reading: 6-0-

ITEM XIV: RESOLUTIONS

Resolution No. R20-21: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Enter Into a 5 Year Agreement with Comcast for Phone, Internet and Cable Services for all City Facilities

- *Alderman Headley motioned to approve Resolution No. R20-21*
- *The Motion was Seconded by Alderman Bass*
- *Mr. Trosen stated the purpose is to improve phone, internet, cable and support services to City Hall, Community Center, Public Works facility and the Parks facility at the proposed future campus property; the City currently has services with Comcast but utilizes Batts Communication for the phone system at a cost of $250 per month; the City would no longer need to utilize Batts Communication; Comcast would provide the maintenance; the City would receive new phones at all the facilities; the City would have fiber coming into City Hall that would provide a backup to REGIS and the Police Department; it will improve the phone and internet service for the Public Works facility; with a successful vote of the community campus the system is designed to be relocated to the new location*
- *Alderman Headley asked if the system is cloud based; with no internal maintenance and Comcast maintains the system; Mr. Trosen confirmed that was correct*
- *Resolution No. R20-21 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R20-21 Approved: 6-0-

Resolution No. R20-22: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Sign an Agreement with the Missouri Department of Transportation for Grant Funded Overtime for DWI Enforcement and Hazardous Moving Violation Enforcement

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- *Alderman Headley moved to accept Resolution No. R20-22*
- *The Motion was Seconded by Alderman West*
- *Chief Beale stated the resolution is approving an annual grant funding by MoDOT with no match from the City for overtime pay for DWI and Hazardous Moving Violation Enforcement; the HMV enforcement is typically Monday through Wednesday or on Saturday afternoon/evening; the DWI enforcement is typically Friday/Saturday night or Saturday/Sunday night 10PM to 4AM*
- *Resolution No. R20-22 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R20-22 Approved: 6-0-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- Interim City Administrator Ken Murphy
  - Ms. Logan is at the Missouri City Clerk's conference through Thursday, March 12th
- Interim Deputy City Administrator Theresa Osenbaugh
  - Last Community Campus meeting before the election will be on Thursday, March 12th from 6 PM to 8 PM at Stony Point Elementary
- Chief James Beale
  - Police Department hosting Use of Force scenario-based simulation for the public on Saturday, March 14th from 9 AM to 1 PM; two spots are open for registration; Elected Officials are invited to attend; local news media aired coverage of the event on Friday, March 6, 2020
- Finance Director Steven Craig
  - Preparing for annual audit scheduled for the end of March/beginning of April
- Parks & Recreation Director Shannon Davies
  - Blue Branch Creek Trail official grand opening ribbon cutting; Tuesday March 24th at 2 pm at the Cross Creek Trail Head
- Community Development Director Mark Trosen

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- Printed staff report; Mr. Trosen provided a fence requirements comparison chart as requested by Alderman Headley related to ordinances to fence set back and definitions; Mr. Trosen met with the fence contractors to review the chart and get their feedback on what they've experienced in other communities; Mr. Trosen is drafting changes to the ordinance based on the compared communities and contractor feedback; the proposed changes will be presented to the Planning & Zoning Commission at a public hearing; pending the recommendations of the P&Z Commission the fence ordinance will be presented to the Board of Aldermen at a public hearing
- Update: water main break on Eagles Pkwy and Main St; Mr. Trosen provided a chart with cost to repair by staff and the contractor; documentation has been provided to the City Attorney to proceed with mailing a letter to the contractor for reimbursement of the cost to repair; weather permitting a contractor will replace curb, gutter, sidewalk, ADA ramp on Tuesday, March 10th to complete the project

- Deputy City Clerk Khalilah Holland
  - None

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - Requested Mr. Trosen to share draft fence ordinance
- Alderman Jayci Stratton
  - Requested Chief Beale to be included in Mr. Miller's citizen comment follow-up
- Alderman Nancy Totton
  - None
- Alderman Yolanda West
  - Thanked Mr. Trosen for the providing follow-up reports

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd
  - City is sponsoring a veteran's memorial brick at the Legacy Plaza; requested Aldermen to select design from provided designs

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ITEM XVIII: EXECUTIVE SESSION

- Mayor stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended, and 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

- *Alderman Headley moved to close the Regular Meeting for items related Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended, Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended and 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*
- *The motion was seconded by Alderman Stratton*
    - No Discussion
- *The motion was voted on with the following roll call vote:*
    - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
    - *Nay: None*
    - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 8:12 PM-

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

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 9:06 PM

ITEM XIX: ADJOURNMENT

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- The meeting adjourned at 9:07 P.M.

Minutes submitted by:

_____ _____
Khalilah Holland Date
Deputy City Clerk

Minutes approved by:

_____ _____
Mike Todd Date
Mayor

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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
Interim City Administrator Ken Murphy
Interim Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Community Development Director Mark Trosen
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	44.66
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,535.50
			MISSOURI WITHHOLDING	2,332.20
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		HAMPEL OIL INC	CJC FUEL	583.60
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	301.44
			AFLAC-W2 DD PRETAX	166.11
		MIDWEST PUBLIC RISK	DENTAL	163.13
			OPEN ACCESS	569.39
			OPEN ACCESS	203.08
			HSA	253.15
			HSA	1,550.41
			HSA	161.08
			VISION	50.83
			VISION	115.06
			VISION	26.26
		HSA BANK	HSA - GRAIN VALLEY, MO	260.87
			HSA - GRAIN VALLEY, MO	373.01
		SHERIFFS RETIREMENT SYSTEM	FEB 2020 SHERIFF RETIREMEN	222.69
		SHARON COSTANZA	FINCH RESITUTION	150.00
		TYLER SPEER	MILLS RESTITUTION	300.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	216.17
		HOPE HOUSE	FEB 20 DOMESTIC VIOLENCE	304.00
		MO DEPT OF REVENUE	FEB 20 CVC FUNDS	527.62
		MO DEPT OF PUBLIC SAFETY	FEB 20 TRAINING FUND	74.00
		ICMA RC	ICMA 457 %	261.20
			ICMA 457	365.63
			ICMA ROTH IRA	67.65
		INTERNAL REVENUE SERVICE	FEDERAL WH	16,220.46
			FEDERAL WH	6,565.74
			SOCIAL SECURITY	2,945.00
			SOCIAL SECURITY	4,470.24
			MEDICARE	688.75
			MEDICARE	1,045.47
			TOTAL:	44,601.95
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.06
		INSIGHT PUBLIC SAFETY AND FORENSIC CON	OIS WELLNESS	160.00
		MIDWEST PUBLIC RISK	DENTAL	34.67
			HSA	231.13
			HSA	322.46
		HSA BANK	HSA - GRAIN VALLEY, MO	100.33
		KHALILAH HOLLAND	HOLLAND: MILEAGE TO IPMA H	27.95
			HOLLAND: MILEAGE TO MPR ME	10.35
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	110.64
			MEDICARE	25.87
			TOTAL:	1,180.46
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	SERVICE CALL	131.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.59
		DUDE SOLUTIONS INC	Asset Essentials	738.35
			Asset Essentials	88.21
		MIDWEST PUBLIC RISK	DENTAL	0.56
			HSA	9.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	2.40
		OMNIGO SOFTWARE	RECORD MGMT SYSTEM	12,002.57
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45
			MEDICARE	0.81
			TOTAL:	12,981.40
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	FEB 20 SERVICE/30YD SET BO	77.50
		BATTS COMMUNICATIONS SERVICES INC	MAR 20 MAINTENANCE	125.00
		COMCAST - HIERARCY ACCT	CITY HALL	109.33
			CITY HALL	249.52
		ORKIN	12/18/2017 SERVICE	69.48
		GENERAL ELEVATOR	MARCH SERVICE	144.00
		FASTENAL COMPANY	NYLOCK NE 3/8-16/USS F/W 3	17.81
		HOME DEPOT CREDIT SERVICES	VALVE BRASS/ADAPTER/COUPLI	27.69
			1/4" OD X 1/4" OD PTC VALV	20.33
		WESTLAKE ACE HARDWARE	KEYS FOR GREGG BUILDING	16.22
		COMCAST	CITY HALL PHONE CHARGES	359.04
		SC REALTY SERVICES	Janitorial Services	1,579.05
		BCLEANKC	WINDOW CLEANING	147.50
			WINDOW CLEANING	147.50
			TOTAL:	3,089.97
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	107.36
			ADMIN C85162117	74.29
		MISSOURI MUNICIPAL LEAGUE	MURPHY/OSENBAUGH: ANNUAL S	400.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	303.01
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	30.98
			KITCHEN SUPPLIES	116.34
		FACEBOOK INC	AUDIENCE RESPONSE: COMM CA	12.00
		RANCHO GRANDE	CITY/SCHOOL DISTRICT LUNCH	25.20
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		LITTLER MENDELSON PC	FOP	259.00
			FOP LEGAL SERVICE	111.00
		MIDWEST PUBLIC RISK	DENTAL	22.91
			DENTAL	0.91
			OPEN ACCESS	185.65
			HSA	12.54
			HSA	226.54
		HSA BANK	HSA - GRAIN VALLEY, MO	59.05
			HSA - GRAIN VALLEY, MO	2.64
		GRAIN VALLEY PARTNERSHIP	KISSICK CLASSIC: GOLF TOUR	375.00
		HAMPTON BY HILTON	OSENBAUGH: LODGING	117.80
			MURPHY: LODGING	117.80
		HY-VEE ACCOUNTS RECEIVABLE	FLOWERS FOR KIKI CLAPHAN	80.10
			FLOWERS: MIKE RUSSELLS DAD	53.93
		LAUBER MUNICIPAL LAW LLC	OLD TOWNE MRKTPL TIF	137.50
			ECON DEVELOPMENT	64.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,945.00
			SOCIAL SECURITY	241.25
			MEDICARE	688.75
			MEDICARE	56.42
			TOTAL:	7,283.91
ELECTED	GENERAL FUND	JIMMY JOHNS #1039	GV YES MEETING	41.00
		JACKSON COUNTY ELECTION BOARD	ELECTION DEPOSIT	12,250.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	12,291.00
LEGAL	GENERAL FUND	LITTLER MENDELSON PC	GENERAL	4,329.00
			LEGAL FEES	4,318.50
		GOODYEAR COMMERCIAL TIRE	GY 265/65R18 WRL DURATRC B	179.45
		GRAIN VALLEY MUFFLER	CATALYTIC CONVERTER	200.00
		WHITE GRAHAM BUCKLEY & CARR LLC	SETTLEMENT AGREEMENT	22,500.00
		A-BILL GLASS SERVICE CO INC	LABOR TOR & R USED WS	250.00
		COUNTY LINE AUTO PARTS	SUN VISOR/WHEEL/SPARE TIRE	280.00
		RYAN HUNT	SETTLEMENT AGREEMENT	77,500.00
		LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	3,552.50
			TOTAL:	113,109.45
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	229.64
		PROFORMA PROMOTIONALLY YOURS	2500) AP CHECKS	325.49
		MIDWEST PUBLIC RISK	DENTAL	34.36
			OPEN ACCESS	397.22
			HSA	139.85
		HSA BANK	HSA - GRAIN VALLEY, MO	36.45
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	172.97
			MEDICARE	40.45
			TOTAL:	1,377.43
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	JAN 20 PRISONER HOUSING	455.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	148.58
		PETTY CASH	PRISONER MEAL	3.24
			PRIONSER LUNCH	3.24
		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	3.61
		MERCHANT SERVICES	FEB 20 MONTHLY FEES	28.06
		ROSS MILLER CLEANERS	FEB 2020 CLEANING	35.75
		LAUBER MUNICIPAL LAW LLC	PROSECUTING ATTORNEY	3,220.00
			RH PERSONNEL ISSUE	2,450.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	173.16
			MEDICARE	40.49
			TOTAL:	6,965.28
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.32
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	624.41
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	138.52
			MEDICARE	32.40
			TOTAL:	1,057.21
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	CIRC SAW 14" METAL DEVIL B	469.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	73.33
		ADVANCE AUTO PARTS	OIL FULL SYN 0W20/ 5W30	252.67
		OREILLY AUTOMOTIVE INC	FILTER	26.53
			DIAGNOSTIC MODULE	1,149.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HAND CLEANER	14.99
			WORK BENCH	48.99
			1QTTRANSFLD	95.88
			NITRILE GLV	27.98
		FASTENAL COMPANY	14.5" UVBLACK CBL TIE	118.09
			GRINDING DISC/4-1/2X7/8 T2	93.62
		UNDERPRESSURE CLEANING SYSTEMS	UP SALT B GONE INJECTOR 2.	161.56
		MIDWEST PUBLIC RISK	DENTAL	17.84
			HSA	148.52
		HSA BANK	HSA - GRAIN VALLEY, MO	38.71
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.92
			PW/WOLTZ UNIFORMS	9.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	57.25
			MEDICARE	13.39
			TOTAL:	2,828.64
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	45.01
			PD C85162119	156.94
			PD 85162124	9.26
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,063.81
			MONTHLY CONTRIBUTIONS	344.49
		MO POLICE CHIEFS ASSOCIATION	PALECEK: MSRO 2020 LE ENFO	309.00
		PETTY CASH	FUEL	20.00
			MEDICINE FOR OFFICE	16.26
		WALMART COMMUNITY	COFFEE	52.53
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	107.27
		AMAZON.COM	LASER AMMO BATTERY PACK	44.87
			TRASH BAGS	25.39
			CABLE ZIP TIES/FILTER BAGS	86.03
		CORNER CAFE	BEALE: MEETING WITH CAMP F	33.04
		COSENTINOS PRICE CHOPPER	SNACKS FOR SEARCH & SEIZUR	30.38
			SNACKS FOR TRAINING	47.74
			SNACKS FOR TRAINING	18.08
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,698.50
			BULK GASOHOL/DIESEL	105.03
		AUSTIN GLASS CONNECTION INC	WINDSHIELD	304.64
		MO COALITION	HAYES: CIT CONF REGISTRATI	50.00
		SIRCHIE	TEST 05-DUQUENOIS-LEVINE	109.75
			NITRILE GLOVES	276.20
		PAYPAL.COM	IIAMS: MO DARE OFFICERS CO	180.00
		FBI-LEEDA	MEDIA AND PR	695.00
		LEXISNEXIS RISK DATA MGMT INC	FEB 2020 MINIMUM COMMITMEN	150.00
		MIDWEST PUBLIC RISK	DENTAL	211.08
			DENTAL	483.84
			OPEN ACCESS	720.78
			OPEN ACCESS	1,564.10
			OPEN ACCESS	688.35
			HSA	949.58
			HSA	3,165.14
			HSA	4,370.87
			HSA	549.59
		HSA BANK	HSA - GRAIN VALLEY, MO	825.00
			HSA - GRAIN VALLEY, MO	1,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		METRO FORD	BRACKET	165.00
		CDW GOVERNMENT	3) DATACARD COLOR RIBBON	173.70
		THE CENTER FOR LEGAL SERVICES	WALL: WESTLAW ACCESS	89.00
		THE MARPA GROUP INC	THOMPSON: STATEMENT ANALYS	140.00
		MIRROR IMAGE EXPRESS CARWASH	FEB 2020 VEHICLE WASHES	144.00
		ROSS MILLER CLEANERS	FEB 2020 CLEANING	35.75
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,097.22
			MEDICARE	724.34
		ELITE K-9 INC	STAINLESS STEEL CHOKE CHAI	30.92
		GEARZONE PRODUCTS	PROPPER KINETIC MENS PANTS	49.99
			TOTAL:	28,646.62
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	104.04
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	94.76
		MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		OAK GROVE ANIMAL CLINIC	KENNELING	240.00
			VET CARE	515.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.65
			MEDICARE	19.10
			TOTAL:	1,414.94
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	513.09
		ADVANCE AUTO PARTS	BATTERY/20" ONYX TRONX/12"	31.95
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	26.61
		HOME DEPOT CREDIT SERVICES	HAMMER TACKER/STAPLES/STAK	32.52
		MIDWEST PUBLIC RISK	DENTAL	48.28
			DENTAL	10.11
			OPEN ACCESS	103.25
			HSA	789.73
			HSA	78.24
		HSA BANK	HSA - GRAIN VALLEY, MO	205.84
			HSA - GRAIN VALLEY, MO	14.24
		SEASONS FLORIST & GARDEN	D TUTTLE MOMS FUNERAL: FLO	80.00
		MISSOURI SECTION AWWA	TUTTLE: JOINT MWEA/AWWA CO	300.00
		THE EXAMINER	P&Z C ROOKSTOOL & MO MADE	123.48
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	394.12
			MEDICARE	92.19
			TOTAL:	2,843.65
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.36
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	507.10
			MISSOURI WITHHOLDING	423.68
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.31
		MIDWEST PUBLIC RISK	DENTAL	30.95
			OPEN ACCESS	22.35
			HSA	312.00
			HSA	17.53
			VISION	15.48
			VISION	12.11
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	46.80
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	195.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA RC	ICMA 457 %	171.72
			ICMA 457	536.60
			ICMA ROTH IRA	46.88
			ICMA ROTH IRA	3.40
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,244.09
			FEDERAL WH	1,157.63
			SOCIAL SECURITY	589.00
			SOCIAL SECURITY	868.40
			MEDICARE	137.75
			MEDICARE	203.11
			TOTAL:	8,863.96
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	523.40
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	18.99
		COMCAST - HIERARCY ACCT	CITY HALL	16.97
			CITY HALL	42.44
			TYER RD	124.85
		NATIONAL REC AND PARK ASSOCIATION	MEMBERSHIP DUES	175.00
		FACEBOOK INC	SEASONAL EMPLOYMENT ADS	25.00
			SEASONAL EMPLOYMENT ADS	3.18
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	143.78
		MICHAEL R COON	ANNUAL PARK BOARD PHOTOS	180.00
		LODGE OF THE FOUR SEASONS	JONES LODGING: MPRA CONFER	305.91
			STRADER LODGING: MPRA CONF	305.91
			DAVIES LODGING: MPRA CONFE	305.91
		COMCAST	CITY HALL PHONE CHARGES	59.84
		MIDWEST PUBLIC RISK	DENTAL	3.36
			DENTAL	82.58
			OPEN ACCESS	34.95
			OPEN ACCESS	76.97
			HSA	995.81
			HSA	55.03
			HSA	60.39
		HSA BANK	HSA - GRAIN VALLEY, MO	14.34
			HSA - GRAIN VALLEY, MO	219.41
		WHITE GRAHAM BUCKLEY & CARR LLC	SETTLEMENT AGREEMENT	4,500.00
		HY-VEE ACCOUNTS RECEIVABLE	FLOWERS FOR KIKI CLAPHAN	90.89
		RYAN HUNT	SETTLEMENT AGREEMENT	15,500.00
		COOK FLATT & STROBEL ENGINEERS PA	Ped Bridge Des/Eng	11,776.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	589.00
			SOCIAL SECURITY	376.80
			MEDICARE	137.75
			MEDICARE	88.13
			TOTAL:	36,833.09
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	FEB 20 SERVICE/30YD SET BO	375.00
		K C BOBCAT	18" STD AUG BIT	30.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	375.92
		SITEONE LANDSCAPE SUPPLY LLC	GRASS SEED	198.94
		KORNIS ELECTRIC SUPPLY INC	FOOTBALL FIELD BUILDING RE	25.12
		FASTENAL COMPANY	BOLTS FOR TRAIL SIGN	20.91
		WEST CENTRAL ELECTRIC COOP INC	01/27-02/25 BALLPARK COMPL	285.95
		HOME DEPOT CREDIT SERVICES	MM SHELTER ROOF SCREWS	39.98
		MENARDS - INDEPENDENCE	FOOTBALL FIELD BUILDING RE	233.58
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	474.79
			HSA	575.48
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		REGAL PLASTIC SUPPLY CO	BLUE BRANCH CREEK TRAILHEA	1,148.50
		T & W STEEL CO	TRAIL SIGN FRAMES	485.49
		ANDERSON RENTALS & SALES	CONCRETE MIXING TRAILER	165.00
		GREGS LOCK & KEY SERVICE INC	FOOTBALL FIELD BUILDING RE	44.99
			WES/NAT AB ELEGANT ENTRY L	46.00
		GENESIS POWDER COATING LLC	SIGN HOLDER	385.00
		LAWN & LEISURE	CHAINSAW CHAPS/HELMET	154.98
			WEEDEATER/BRUSHCUTTER	482.36
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	279.36
			MEDICARE	65.34
			TOTAL:	6,212.43
RECREATION	PARK FUND	EPIC SPORTS	T-BALL TEAM BALL BAGS	39.23
			TOTAL:	39.23
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	FEB 20 SERVICE/30YD SET BO	65.00
		BATTS COMMUNICATIONS SERVICES INC	MAR 20 MAINTENANCE	12.50
		MELODY TAYLOR	02/24-03/02 SILVERSNEAKERS	50.00
			02/24-03/06 SILVERSNEAKERS	125.00
		RICOH USA INC	COMM CTR C85162114	40.20
			COMM CTR C85162123	12.14
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.38
		SAMS CLUB/GECRB	JANITORIAL SUPPLIES	335.16
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	18.99
		COMCAST - HIERARCY ACCT	COMM CENTER	198.90
		AMAZON.COM	PROGRAM SUPPLIES PICKLEBAL	31.94
		MICHAELS	PAINTING PARTY SUPPLIES	11.99
		AUTHORIZE.NET	FEB SIGNUPS	69.50
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		HOME DEPOT CREDIT SERVICES	COMM CENTER SHEET ROCK REP	7.97
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	30.00
		FREDAH JOHNSTON	02/25-03/05 LINE DANCING	146.00
		MERCHANT SERVICES	FEB 20 MONTHLY FEES	660.56
			FEB 20 MONTHLY FEES	4.08
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	212.24
			MEDICARE	49.64
			TOTAL:	2,861.42
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	146.51
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.31
			OPEN ACCESS	25.23
			OPEN ACCESS	26.49
			HSA	60.45
			HSA	72.52
			HSA	76.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	3.10
			VISION	1.36
			VISION	2.19
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	15.02
			HSA - GRAIN VALLEY, MO	79.01
		ICMA RC	ICMA 457	19.45
		INTERNAL REVENUE SERVICE	FEDERAL WH	399.25
			SOCIAL SECURITY	278.55
			MEDICARE	65.16
			TOTAL:	1,336.30
TRANSPORTATION	TRANSPORTATION	CARTER WATERS	K SATUROCK PREMIUM	358.00
		BATTS COMMUNICATIONS SERVICES INC	MAR 20 MAINTENANCE	12.50
		RICOH USA INC	PW C85162113	6.23
		FELDMANS FARM & HOME	STRAW BALES	20.25
			50# K-31 FESCUE	135.98
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	365.81
		ADVANCE AUTO PARTS	22" FLEX 1 EA TRFLX	5.36
			WIPER BLADES/ENGINE BRITE	9.45
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	1.58
			ACCUSTAMP2 2CLR	2.30
		CUES	ANNUAL SERVICE PLAN	900.00
		COMCAST - HIERARCY ACCT	CITY HALL	10.44
			CITY HALL	26.13
			PW	22.67
			PW	35.18
			PW	62.90
		KNAPHEIDE TRUCK EQ CENTER	SNOW EQUIPMENT	8,669.00
		OREILLY AUTOMOTIVE INC	HEX KEY SET/12OZ WD-40	5.19
		ORKIN	SERVICE 03/2020	11.63
			12/18/2017 SERVICE	5.95
		BLUE SPRINGS WINWATER CO	24" X 24" STD GRATE	239.00
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	169.96
		HOME DEPOT CREDIT SERVICES	42) 80LB CONCRETE	152.88
			GALV ROLL FLASHING	3.02
			SAW BLADES	9.58
			FILTER SYSTEM PARTS	6.60
			METAL SET 16 PC/METAL SET	19.85
			SUMP PUMP	21.00
		DUDE SOLUTIONS INC	Asset Essentials	738.35
			Asset Essentials	88.21
		COMCAST	CITY HALL PHONE CHARGES	35.90
		KC WHOLESALE	SEAT ASSY	126.40
			HIGH PRESSURE FUEL PUMP	317.00
			UNION	4.20
		MIDWEST PUBLIC RISK	DENTAL	14.05
			DENTAL	65.40
			OPEN ACCESS	118.92
			OPEN ACCESS	72.08
			OPEN ACCESS	103.25
			HSA	284.89
			HSA	171.97
			HSA	249.76
			HSA	298.07

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
		HSA BANK		HSA - GRAIN VALLEY, MO	29.81
				HSA - GRAIN VALLEY, MO	154.24
		G W VAN KEPPEL CO		KEY	14.34
		CINTAS CORPORATION # 430		PW/WOLTZ UNIFORMS	26.19
				PW/WOLTZ UNIFORMS	26.10
		INFRASTRUCTURE MANAGEMENT SERVICES LLC		PAVEMENT CONDITION ASSESSM	21,210.75
		GEIGER READY-MIX		1/2" COMM ROCK	471.00
				CONCRETE	693.00
		KLEINSCHMIDTS WESTERN STORE		DZEKUNSKAS BOOTS	25.99
				GENTRY BOOTS	25.99
				MARTIN BOOTS	33.99
		LAWN & LEISURE		HYDRAULIC SAW	480.00
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	278.56
				MEDICARE	65.16
				TOTAL:	37,557.65
PUBLIC HEALTH	PUBLIC HEALTH	OATS		2020 FEB OATS	232.33
				TOTAL:	232.33
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	JIMMY JOHNS #1039		SNI-A-BAR IMPROV MEETING:	99.00
		SAPP DESIGN ASSOCIATES ARCHITECTS		PHASE 2 PRELIM DESIGN	67,126.27
				TOTAL:	67,225.27
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPAL LAW LLC		MRKTPL TIF PROJECT 2	192.50
				TOTAL:	192.50
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER		KC EARNINGS TAX WH	8.43
		MO DEPT OF REVENUE		MISSOURI WITHHOLDING	2,028.40
				MISSOURI WITHHOLDING	1,009.02
		FAMILY SUPPORT PAYMENT CENTER		DZEKUNSKAS CASE 41452523	120.00
		AFLAC		AFLAC PRETAX	36.17
				AFLAC-W2 DD PRETAX	88.64
		MISCELLANEOUS	PINK HILL DEVELOPMEN	10-142920-00	15.54
			STEWART, EMILY	10-219710-05	15.54
			HOGAN, MATHEW	10-247500-11	47.28
			MACRANDER, JOHN	10-250700-13	65.54
			DICKINSON, SAGE M	10-367000-06	31.08
			HENSON, WYNONA	10-370800-01	33.67
			SAMMONS, CHRIS L	10-390700-03	15.54
			WHITED, CHRIS	10-411200-07	7.75
			ONTIVERO, MARIA	10-453300-09	49.66
			BAGGETT, SHARI	10-468000-01	65.54
			AZBILL, SUSAN	10-484450-02	35.84
			ELLIOTT, ALEX	10-822182-01	28.44
		MIDWEST PUBLIC RISK		DENTAL	108.16
				OPEN ACCESS	100.90
				OPEN ACCESS	89.38
				OPEN ACCESS	123.61
				HSA	280.97
				HSA	534.90
				HSA	467.45
				VISION	12.38
				VISION	9.99
				VISION	13.07
				VISION	24.06
		HSA BANK		HSA - GRAIN VALLEY, MO	109.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	431.18
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	160.39
		ICMA RC	ICMA 457 %	74.99
			ICMA 457	200.82
			ICMA ROTH IRA	23.95
		INTERNAL REVENUE SERVICE	FEDERAL WH	12,976.37
			FEDERAL WH	2,937.70
			SOCIAL SECURITY	2,356.00
			SOCIAL SECURITY	1,907.28
			MEDICARE	551.00
			MEDICARE	446.03
			TOTAL:	27,641.76
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	FEB 20 SERVICE/30YD SET BO	38.75
		PEREGRINE CORPORATION	FEB 20 BILL PRINT & POSTAG	432.78
			FEB 20 BILL PRINT & POSTAG	83.15
			MARCH 20 BILL PRINT & POST	434.85
			MARCH 20 BILL PRINT & POST	83.42
		BATTS COMMUNICATIONS SERVICES INC	MAR 20 MAINTENANCE	50.00
		RICOH USA INC	PW C85162113	12.45
			CD C85162115	50.14
		CITY OF INDEPENDENCE UTILITIES	18468 CCF 01/16-02/13	28,695.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,259.21
		MISSOURI RURAL WATER ASSOC	2020 DUES MARTIN	15.00
		ADVANCE AUTO PARTS	22" FLEX 1 EA TRFLX	10.71
			WIPER BLADES/ENGINE BRITE	18.90
		VANCO SERVICES LLC	JAN 2020 GATEWAY ES20605	73.73
			FEB 2020 GATEWAY ES20605	69.25
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	3.16
			ACCUSTAMP2 2CLR	4.62
		COMCAST - HIERARCY ACCT	CITY HALL	20.22
			CITY HALL	50.61
			PW	45.34
			PW	50.00
			PW	100.00
		OREILLY AUTOMOTIVE INC	DIAGNOSTIC MODULE	574.75
			HEX KEY SET/12OZ WD-40	10.39
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	17,141.41
			DEBT	63,231.27
		ORKIN	SERVICE 03/2020	23.26
			12/18/2017 SERVICE	11.91
		MISSOURI ONE CALL SYSTEM INC	FEB 198 LOCATES	247.50
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	339.90
		HOME DEPOT CREDIT SERVICES	GALV ROLL FLASHING	6.02
			SAW BLADES	19.18
			FILTER SYSTEM PARTS	13.19
			METAL SET 16 PC/METAL SET	39.71
			SUMP PUMP	42.00
		DUDE SOLUTIONS INC	Asset Essentials	1,433.26
			Asset Essentials	171.23
		COMCAST	CITY HALL PHONE CHARGES	71.81
		KC WHOLESALE	SEAT ASSY	252.80
			HIGH PRESSURE FUEL PUMP	634.00
			UNION	8.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MICRO-COMM INC	ANNUAL SERV CONTRACT	5,800.00
		MIDWEST PUBLIC RISK	DENTAL	43.39
			DENTAL	204.75
			OPEN ACCESS	237.86
			OPEN ACCESS	214.06
			OPEN ACCESS	153.93
			OPEN ACCESS	240.93
			HSA	662.21
			HSA	668.27
			HSA	921.22
			HSA	911.03
		HSA BANK	HSA - GRAIN VALLEY, MO	144.18
			HSA - GRAIN VALLEY, MO	452.78
		G W VAN KEPPEL CO	KEY	28.67
		SC REALTY SERVICES	Janitorial Services	95.70
		CORE & MAIN LP	VALVE AND GASKETS	780.97
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	52.39
			PW/WOLTZ UNIFORMS	52.22
		BCLEANKC	WINDOW CLEANING	73.75
			WINDOW CLEANING	73.75
		MERCHANT SERVICES	FEB 20 MONTHLY FEES	1,240.24
			FEB 20 MONTHLY FEES	1,157.35
		WHITE GRAHAM BUCKLEY & CARR LLC	SETTLEMENT AGREEMENT	9,000.00
		J&N UTILITIES INC	AFTER HOUR SERVICES	840.00
		RYAN HUNT	SETTLEMENT AGREEMENT	31,000.00
		NEPTUNE TECHNOLOGY GROUP INC	4" NEPTUNE TRU/FLO COMP ME	2,713.98
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS BOOTS	51.98
			GENTRY BOOTS	51.98
			MARTIN BOOTS	67.98
		GRAIN VALLEY RENTAL INC	3 HOUR RENTAL CONCRETE BUG	100.00
		LAWN & LEISURE	HYDRAULIC SAW	959.99
		CATHERINE V. BOWDEN	FEB 2020 CONSULTING	375.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,178.00
			SOCIAL SECURITY	953.62
			MEDICARE	275.50
			MEDICARE	223.03
			TOTAL:	178,079.77
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	FEB 20 SERVICE/30YD SET BO	38.75
		PEREGRINE CORPORATION	FEB 20 BILL PRINT & POSTAG	432.79
			FEB 20 BILL PRINT & POSTAG	83.15
			MARCH 20 BILL PRINT & POST	434.86
			MARCH 20 BILL PRINT & POST	83.42
		BATTS COMMUNICATIONS SERVICES INC	MAR 20 MAINTENANCE	50.00
		RICOH USA INC	PW C85162113	12.45
			CD C85162115	50.15
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,259.20
		MISSOURI RURAL WATER ASSOC	2020 DUES MARTIN	15.00
		ADVANCE AUTO PARTS	22" FLEX 1 EA TRFLX	10.71
			WIPER BLADES/ENGINE BRITE	18.90
		VANCO SERVICES LLC	JAN 2020 GATEWAY ES20605	73.73
			FEB 2020 GATEWAY ES20605	69.25
		OFFICE DEPOT	ENVELOPE/PAPER/TAPE/STAMP	3.16
			ACCUSTAMP2 2CLR	4.62
		CUES	ANNUAL SERVICE PLAN	900.00
		COMCAST - HIERARCY ACCT	CITY HALL	20.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL	50.61
			PW	45.34
			PW	50.00
			PW	100.00
		OREILLY AUTOMOTIVE INC	DIAGNOSTIC MODULE	574.75
			HEX KEY SET/12OZ WD-40	10.39
		ORKIN	SERVICE 03/2020	23.27
			12/18/2017 SERVICE	11.91
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	339.90
		HOME DEPOT CREDIT SERVICES	GALV ROLL FLASHING	6.02
			SAW BLADES	19.18
			FILTER SYSTEM PARTS	13.19
			METAL SET 16 PC/METAL SET	39.71
			SUMP PUMP	42.00
		DUDE SOLUTIONS INC	Asset Essentials	1,433.26
			Asset Essentials	171.22
		COMCAST	CITY HALL PHONE CHARGES	71.81
		KC WHOLESALE	SEAT ASSY	252.80
			HIGH PRESSURE FUEL PUMP	634.00
			UNION	8.38
		MIDWEST PUBLIC RISK	DENTAL	43.35
			DENTAL	204.77
			OPEN ACCESS	237.86
			OPEN ACCESS	214.04
			OPEN ACCESS	153.93
			OPEN ACCESS	240.92
			HSA	662.16
			HSA	668.28
			HSA	921.24
			HSA	911.02
		HSA BANK	HSA - GRAIN VALLEY, MO	144.22
			HSA - GRAIN VALLEY, MO	452.75
		G W VAN KEPPEL CO	KEY	28.67
		SC REALTY SERVICES	Janitorial Services	95.70
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	52.39
			PW/WOLTZ UNIFORMS	52.22
		BCLEANKC	WINDOW CLEANING	73.75
			WINDOW CLEANING	73.75
		MERCHANT SERVICES	FEB 20 MONTHLY FEES	1,240.23
			FEB 20 MONTHLY FEES	1,157.34
		WHITE GRAHAM BUCKLEY & CARR LLC	SETTLEMENT AGREEMENT	9,000.00
		RYAN HUNT	SETTLEMENT AGREEMENT	31,000.00
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS BOOTS	51.98
			GENTRY BOOTS	51.98
			MARTIN BOOTS	67.98
		LAWN & LEISURE	HYDRAULIC SAW	959.99
		CATHERINE V. BOWDEN	FEB 2020 CONSULTING	375.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,178.00
			SOCIAL SECURITY	953.66
			MEDICARE	275.50
			MEDICARE	223.01
			TOTAL:	59,429.19
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	897.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	1,291.14
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	122.04
		VISA-CARD SERVICES 1721	VISA-CARD SERVICES 1721	396.22
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	674.23
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	1,364.46
			TOTAL:	4,745.69

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

100	GENERAL FUND	239,671.91
200	PARK FUND	54,810.13
210	TRANSPORTATION	38,893.95
230	PUBLIC HEALTH	232.33
280	CAPITAL PROJECTS FUND	67,225.27
300	MKT PLACE TIF-PR#2	192.50
600	WATER/SEWER FUND	265,150.72
999	POOLED CASH FUND	4,745.69
	GRAND TOTAL:	670,922.50

TOTAL PAGES: 13

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 2/29/2020 THRU 3/13/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	3/9/2020, 3/23/2020	
BILL NUMBER	B20-06	
AGENDA TITLE	**AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 1.2 ACRES FROM DOWNTOWN TRANSITION ZONE TO R-3P (MULTI-FAMILY RESIDENTIAL DISTRICT-PLANNED OVERLAY DISTRICT) AND APPROXIMATELY 1.9 ACRES FROM C-1 (CENTRAL BUSINESS DISTRICT) TO R-3P (MULTI-FAMILY RESIDENTIAL DISTRICT-PLANNED OVERLAY DISTRICT) AND APPROVAL OF PRELIMINARY DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKETPLACE**	
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 allow the development of a multi-family residential complex with an indoor amenity center	
BACKGROUND	The development includes demolition of the building that previously contained the former Patricia's Foods and Hardware store. A new four-story building will be constructed to include the first-floor mixed use amenity level and 64-rental units in three additional floors. There will be three mostly identical three-story apartment buildings containing a total of 90 units on the vacant tract to the west.	

SPECIAL NOTES	According to Section 400.200 of the City's zoning regulations, a Planned Overlay District shall provide latitude and flexibility in location of buildings, structures, open spaces, play areas, parking, roads, drives, variations in setback and yard requirements.
ANALYSIS	Please refer to Staff Report
PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the rezoning area were notified by letter.
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission held a public hearing on Wednesday, February 12, 2020. The Commission unanimously recommended approval on the change of zoning and preliminary development plan.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Application, Project Narrative, Staff Report, Rezoning Exhibit, Preliminary Development Plan, Building Elevations, Parking Analysis

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B20-06* ORDINANCE NO. _____
SECOND READING _____
FIRST READING *March 9, 2020 (6-0)*

AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 1.2 ACRES FROM DOWNTOWN TRANSITION ZONE TO R-3P (MULTI-FAMILY RESIDENTIAL DISTRICT-PLANNED OVERLAY DISTRICT) AND APPROXIMATELY 1.9 ACRES FROM C-1 (CENTRAL BUSINESS DISTRICT) TO R-3P (MULTI-FAMILY RESIDENTIAL DISTRICT-PLANNED OVERLAY DISTRICT) AND APPROVAL OF PRELIMINARY DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKETPLACE

WHEREAS, the Mayor and the Board of Aldermen are committed to the development of the City; and

WHEREAS, a public hearing was held on February 12, 2020 in which the Planning and Zoning Commission unanimously recommended approval of the zoning change to R-3p (Multi-Family Residential District-Planned Overlay District) on approximately 3.1 acres and approval of Preliminary Development Plan for the Lofts at Old Towne Marketplace; and

WHEREAS, a public hearing concerning said matter was held at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on March 9, 2020; and

WHEREAS, in reviewing the City's 2014 Comprehensive Plan, the proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range land use plan; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable.

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

SECTION 1: The zoning for the property generally described below is hereby established as R-3p (Multi-Family Residential District – Planned Overlay District):

Legal Description:

A tract of land located in the Southwest Quarter of Section 35, Township 49 North, Range 30 West, and in the Southeast Quarter of Section 34, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, said tract being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 35; THENCE South 01 degrees 45 minutes 46 seconds West, 239.67 feet; THENCE North 88 degrees 02 minutes 31 seconds West, 115.35 feet to the POINT OF BEGINNING #1; THENCE South 01 degrees 50 minutes 34 seconds West, 243.53 feet; THENCE South 88 degrees 02 minutes 50 seconds East, 342.74 feet; THENCE continuing South 88 degrees 02 minutes 50 seconds East, 220.78 feet; THENCE North 01 degrees 58 minutes 36 seconds East, 179.46 feet; THENCE South 88 degrees 01 minutes 24 seconds East, 9.84 feet; THENCE North 01 degrees 58 minutes 36 seconds East, 35.80 feet; THENCE North 88 degrees 01 minutes 24 seconds West, 125.98 feet; THENCE North 01 degrees 57 minutes 10 seconds East, 28.18 feet; THENCE North 88 degrees 02 minutes 50 seconds West, 104.74 feet; THENCE North 88 degrees 02 minutes 25 seconds West, 343.21 feet to the POINT OF BEGINNING and containing 134,364 square feet or 3.0846 acres more or less.

SECTION 2: The Board of Aldermen approves the preliminary development plan for the Lofts at Old Towne Marketplace.

SECTION 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read two times and PASSED by the Board of Aldermen this ___day of_____, *2020*, 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

Grain Valley
Come Home To Opportunity

711 Main Street
Grain Valley, MO 64029
816.847.6220
816.847.6206 fax
www.cityofgrainvalley.org

PLANNING & ZONING APPLICATION 20200022

PROJECT INFORMATION

Location: 37-830-08-02-1-00-000
101 SW Eagles Pky Parcels 37-830-08-03-01-0-00-000

Subdivision: OLD Towne Marketplace **Lot #:** _____ **Zoning District:** _____

Description of Request: Rezoning and Parking Development/Site Plan

APPLICANT INFORMATION

Name: David L Ward, Member

Company: OLD Towne Marketplace LLC

Address: 1120 Eagle Ridge Blvd GRAIN Vlly MO 64029

Telephone: 816-229-8115 **Fax:** _____ **E-mail:** David@SafelyMiniStorage.com

Property Owner: OLD Towne Marketplace, LLC

Additional Contact(s): Tony Ward, Tony@Safelyministorage.com, Bryan RAHN BryanRAHN2@Gmail.com

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

Note:
Include at least one 8 ½ x 11 copy of all drawings
and plans will all applications.

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

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

_____ 10/20
Applicant's Signature **Date**

_____ _____
Applicant's Signature **Date**

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The Lofts at Old Towne



Project narrative

The proposed Lofts at Old Towne mixed use development consists of a proposed redevelopment of the Old Towne site including the Old Towne Market, existing multi-family units and the vacant tract to the west. The Lofts at Old Towne will include 154 new units, a first in market fully indoor amenity center, indoor pool, activity courts and other amenities.

Proposed 154 rental units (10 % 1BR units, 80 % 2BR units, and 10% 3BR units) located in four buildings.

Redevelopment of the Old Towne Market building (Building A) is the centerpiece of the proposed development. The proposal for building A includes the first floor mixed use amenity level and 64- rental units in three additional floors. The additional units are split between three mostly identical three-story walk up apartment buildings (Buildings B,C,D) to be built to the west of the existing Old Towne Market Site. The existing multi-family units directly South of the site will be included as the Villas at Old Towne.

The new buildings exterior cladding materials consist of brick, stucco, composite siding paneling and trim. The design of the buildings will reflect and compliment the the facade of the existing buildings to bring continuity and cohesiveness to the entire project.

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BOA Staff Report – The Lofts at Old Towne
March 9, 2020

ACTION:
Old Town Marketplace LLC is requesting a change of zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District – Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District).

This site is generally located at Garden Street and near SW Eagles Parkway, aka 201 SW Eagles Parkway.

PURPOSE:
The proposed Lofts at Old Towne will consist of 154 rental units and a mixed-use indoor amenity center. The development includes demolition of the building that previously contained the former Patricia's Foods and Hardware store. A new four-story building (Building A) includes the first-floor mixed use amenity level and 64-rental units in three additional floors.

There will be three mostly identical three-story apartment buildings (Buildings B, C, and D) containing a total of 90 units on the vacant tract to the west.

The proposed 154 rental units will consist of 10% one-bedroom units, 80% two-bedroom units and 10% three-bedroom units.

The development will be completed in 2 phases. Buildings B, C and D as well as new parking lot will be completed in phase 1. Phase 2 will consist of the demolition and then construction of Building A.

The mixed-use amenity center will consist of an indoor pool, pickle ball courts, exercise room, media/theatre room, tenant co-op workspace and w-fi café, leasing office and tenant storage units.

ANALYSIS:
In addition to rezoning the property to R-3 (Multi-Family Residential District), the applicant is also requesting that the development be designated as a Planned Overlay District. In approving the Planned Overlay District, the Planning and Zoning Commission will recommend approval of the preliminary development plan.

According to Section 400.200 of the City's zoning regulations, a Planned Overlay District shall provide latitude and flexibility in location of buildings, structures, open spaces, play areas, parking, roads, drives, variations in setback and yard requirements.

The amount of open space, buffer zone, yard, parking, play area, density, floor area ratio and height requirements shall be determined by the Board of Aldermen after recommendation by the Planning and Zoning Commission. Buildings over the maximum allowable height of base district can be allowed.

The net area of land to be included in a District "P" and so designated shall be at least two and one-half acres (2 ½) acres in size. The proposed "P" designated area is 3.1 acres.

The location of any District "P" shall be on property which has direct access to major thoroughfares. The City's Comprehensive Plan designates Eagles Parkway as a major arterial. The existing and proposed parking areas have direct access to Eagles Parkway. In addition, this development has access to Garden Street and Rock Creek Lane which intersects with another major arterial road, Buckner Tarsney Road.

In District R-3, buildings or structures can not exceed 45 feet and can't exceed three (3) stories in height. Buildings B, C and D comply and will be 42.5 feet in height and three stories. Building A will be approximately 65 feet in height and four stories. The District "P" allows this height and stories to be over the maximum for the base district, R-3.

Every dwelling (rental unit) shall have a minimum floor area. The City's zoning regulations requires 500 square feet per unit for buildings exceeding two units. The proposed one-bedroom units will have a minimum of 784 square feet, the two-bedroom units will have a minimum of 1,079 square feet and the three-bedroom unit will have a minimum of 1,316 square feet.

The play or open space requirement in District R-3 is 1,000 square feet for the 1st four units, plus 60 square feet per unit for the next 8 units: plus 30 square feet per unit for all units over 12.

Using the calculation above and based on 154 units, the required play or open space requirement would be 5,740 square feet. The mixed-used amenity center on the first floor of Building A will provide over 14,000 square feet of play area for tenants.

The floor area ratio (FAR) should be no greater than four tenths (0.4). The proposed development being rezoned to R-3p will be 0.39 FAR.

The applicant provided a parking stall analysis. The City's zoning regulations require 2 parking spaces for a 1- or 2-bedroom unit and 3 parking spaces for 3 or more bedrooms. Using the Old Towne Market Place parking area and the proposed rental units and existing commercial spaces, the required number of parking spaces would be 537. The total that will be provided post-development will be 541 spaces.

The new buildings exterior cladding materials consist of brick, stucco, composite siding paneling and trim. The applicant has stated that the design of the buildings will reflect and compliment the façade of the existing buildings to bring continuity and cohesiveness to the entire site.

COMPREHENSIVE PLAN:

In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be mixed between commercial and multi-family. The proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range plan for the city.

PUBLIC INFORMATION AND PROCESS:

Public notice was given in the Examiner and by letter to property owners of record with the county within 185 feet of the proposed development and change of zoning to R-3p.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on February 12, 2020. The Commission unanimously voted to recommend approval.

STAFF RECOMMENDATION:

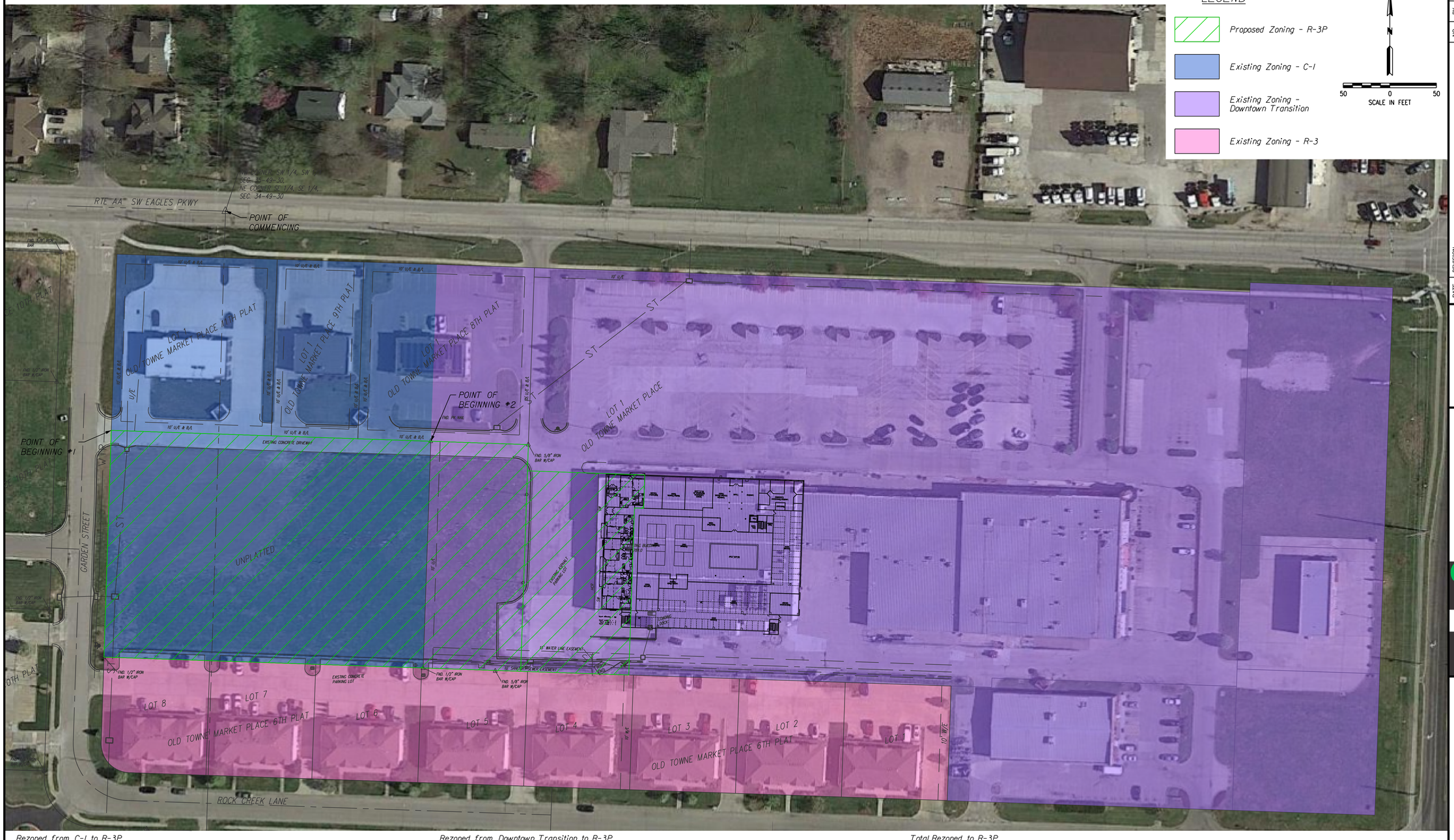
Staff recommends approval of the change of zoning to R-3p (Multi-Family Residential District – Planned Overlay District) and approval of the preliminary development plan for the Lofts at Old Towne.

If the rezoning and preliminary development plan is approved, the applicant will need to submit a Final Development Plan for the Planning and Zoning Commission review and recommendation to the Board of Aldermen. The information on the final development plan is more detailed regarding site plan and proposed infrastructure.

In addition to the submittal requirements in the City's zoning regulations under Section 400.200, Staff requires the following:

1. Show existing handicap parking and ensure each building has accessible parking near the main entrance.
2. Show proposed drainage facilities for new improvements.
3. Sewer services are shown under proposed buildings, provide proposed sewer layout and capacity analysis.

4. Provide proposed water main layout and capacity analysis.
5. Recommend that a limited traffic impact analysis be provided to compare original traffic impact with proposed traffic impact.



Rezoned from C-I to R-3P

Legal Description

A tract of land located in the Southwest Quarter of Section 35, Township 49 North, Range 30 West, and in the Southeast Quarter of Section 34, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, said tract being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 35; THENCE South 01 degrees 45 minutes 46 seconds West, 239.67 feet; THENCE North 88 degrees 02 minutes 31 seconds West, 115.35 feet to the POINT OF BEGINNING #1; THENCE South 01 degrees 50 minutes 34 seconds West, 243.53 feet; THENCE South 88 degrees 02 minutes 50 seconds East, 342.74 feet; THENCE North 01 degrees 57 minutes 10 seconds East 243.49 feet; THENCE North 88 degrees 02 minutes 25 seconds West, 343.21 feet to the POINT OF BEGINNING and containing 83,517 square feet or 1.9173 acres more or less.

Rezoned from Downtown Transition to R-3P

Legal Description

A tract of land located in the Southwest Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, said tract being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 35; THENCE South 01 degrees 45 minutes 46 seconds West, 239.67 feet; THENCE South 88 degrees 02 minutes 22 seconds East, 227.86 feet to the POINT OF BEGINNING #2; THENCE South 88 degrees 02 minutes 50 seconds East, 104.74 feet; THENCE South 01 degrees 57 minutes 10 seconds West, 28.18 feet; THENCE South 88 degrees 01 minutes 24 seconds East, 125.98 feet; THENCE South 01 degrees 58 minutes 36 seconds West, 35.80 feet; THENCE North 88 degrees 01 minutes 24 seconds West, 9.84 feet; THENCE South 01 degrees 58 minutes 36 seconds West, 179.46 feet; THENCE North 88 degrees 02 minutes 50 seconds West, 220.78 feet; THENCE North 01 degrees 57 minutes 10 seconds East, 243.49 feet to the POINT OF BEGINNING and containing 50,847 square feet or 1.1673 acres more or less.

Total Rezoned to R-3P

Legal Description

A tract of land located in the Southwest Quarter of Section 35, Township 49 North, Range 30 West, and in the Southeast Quarter of Section 34, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, said tract being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 35; THENCE South 01 degrees 45 minutes 46 seconds West, 239.67 feet; THENCE North 88 degrees 02 minutes 31 seconds West, 115.35 feet to the POINT OF BEGINNING #1; THENCE South 01 degrees 50 minutes 34 seconds West, 243.53 feet; THENCE South 88 degrees 02 minutes 50 seconds East, 342.74 feet; THENCE continuing South 88 degrees 02 minutes 50 seconds East, 220.78 feet; THENCE North 01 degrees 58 minutes 36 seconds East, 179.46 feet; THENCE South 88 degrees 01 minutes 24 seconds East, 9.84 feet; THENCE North 01 degrees 58 minutes 36 seconds East, 35.80 feet; THENCE North 88 degrees 01 minutes 24 seconds West, 125.98 feet; THENCE North 01 degrees 57 minutes 10 seconds East, 28.18 feet; THENCE North 88 degrees 02 minutes 50 seconds West, 104.74 feet; THENCE North 88 degrees 02 minutes 25 seconds West, 343.21 feet to the POINT OF BEGINNING and containing 134,364 square feet or 3.0846 acres more or less.

NO.	BY	CK/APP	DATE	REVISION

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R. KEVIN STERRETT, MO E-26440

Consult engineers Inc planners
11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005823

REZONING EXHIBIT

THE LOFTS AT OLD TOWNE MARKET PLACE

GRAIN VALLEY - JACKSON COUNTY - MISSOURI

DATE
January, 2020
JOB NO.
19.068
SHEET 1 OF 1

1/9/2020
RezoningExhibit-01.dgn

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THE LOFTS AT OLDTOWNE

Live Work Play

PRELIMINARY CONCEPTS ONLY, NOT FOR CONSTRUCTION

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE LOFTS AT OLDTOWNE

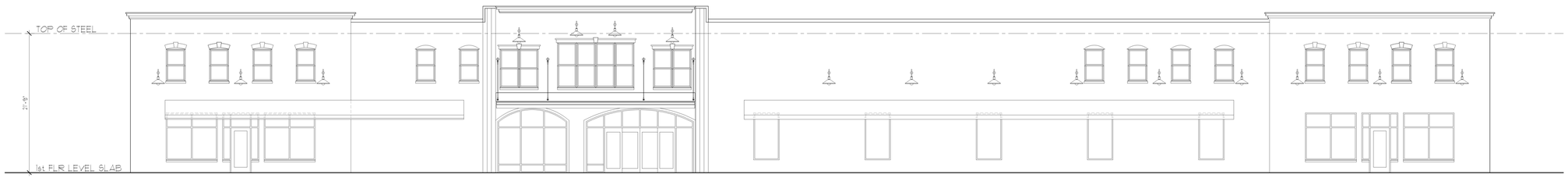
PROPOSED ELEVATION RENDERING BUILDING A

Ward Development
1120 Eagels Ridge Blvd
Grain Valley, Mo 64029

DATE: 1/13/2020

SCALE: 1/8" = 1'0"

SHEET: A1



BUILDING A - EXISTING NORTH ELEVATION

SCALE 1/8"=1'-0"


4th FLR TE
9'-1"
4th SUBFLR LINE
2'-3"
3rd FLR TE
9'-1"
3rd SUBFLR LINE
2'-3"
2nd FLR TE
9'-1"
2nd SUBFLR LINE
TOP OF STEEL
21'-9"
1st FLR LEVEL SLAB
The Lofts at
Old Towne

BUILDING A - PROPOSED NORTH ELEVATION

SCALE 1/8"=1'-0"

PRELIMINARY CONCEPTS ONLY, NOT FOR CONSTRUCTION

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE LOFTS AT OLDTOWNE

PROPOSED BLDG. A ELEVATION

Ward Development
1120 Eagels Ridge Blvd
Grain Valley, Mo 64029

DATE:
1/13/2020

SCALE:
1/8" = 1'0"

SHEET:
A2

1:\64919-Ward-Old Town Marketplace\02-Current Drawings\01-CAD\64919-Ward-GV-2nd Flr.dwg, 10/29/2019 11:42:40 AM, pstaits, © KSPJ Architects



Exterior Elevation Front



Exterior Elevation Rear



Exterior Elevation Left



Exterior Elevation Right

PRELIMINARY CONCEPTS ONLY, NOT FOR CONSTRUCTION

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE LOFTS AT OLDTOWNE

PROPOSED BLDG. B,C,D ELEVATIONS

Ward Development
1120 Eagels Ridge Blvd
Grain Valley, Mo 64029

DATE:
1/13/2020

SCALE:
1/8" = 1'0"

SHEET:
A3

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GENERAL NOTES

- The development shall meet the requirements of the City of Grain Valley Codes. Adherence to these requirements shall be shown on all Final Development Plans submitted within this development.
- See architectural submittal for all building dimensions, monument signs and lighting details when submitted with the Final Development Plan for review.
- All curb to be CG-1 curb.
- All sidewalks are 5' as shown.
- Easements are provided for ingress/egress as shown and per the recorded plat.
- Proposed drainage patters will mimic that of the existing drainage patterns and flow into the regional detention pond just South of Rock Creek Lane.

PHASING

- The project infrastructure as shown shall be completed in 2 phases. Buildings #1, 2, and 3 as well as the new parking lot will be completed in phase 1. Phase 2 work will consist of the rebuilding/renovating of the existing building to the East.

LANDSCAPING

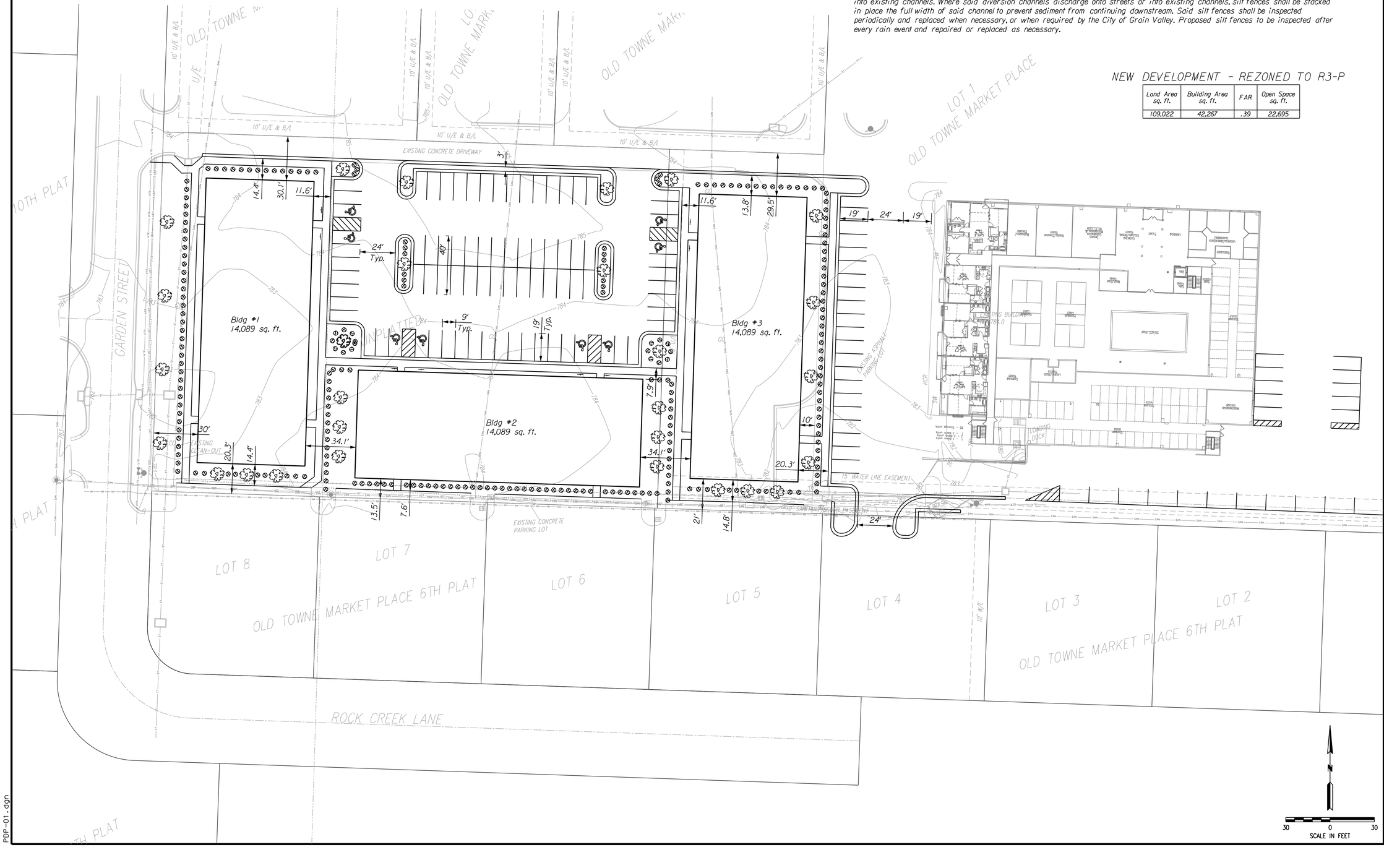
- Trees and shrubs are shown for graphical purposes and do not represent the detailed final development plan information. All Landscaping to meet City of Grain Valley Codes. Species and size of trees and shrubs shall be indicated on the Final Development Plan.

PRELIMINARY EROSION CONTROL PLAN

- The Developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be the responsibility of said developer until released by the City of Grain Valley Public Works Department. Silt fences to be installed along the downstream slope of all areas disturbed by construction. Additional silt fence to be installed as necessary along areas of erosion. Upon completion of catch basin installation and prior to paving of streets the throats of all basins shall be "blocked" or other side closed to prevent mud and debris from entering the storm sewer system. Diversion control channels shall be sewers or into existing channels. Where said diversion channels discharge onto streets or into existing channels, silt fences shall be stacked in place the full width of said channel to prevent sediment from continuing downstream. Said silt fences shall be inspected periodically and replaced when necessary, or when required by the City of Grain Valley. Proposed silt fences to be inspected after every rain event and repaired or replaced as necessary.

NEW DEVELOPMENT - REZONED TO R3-P

Land Area sq. ft.	Building Area sq. ft.	FAR	Open Space sq. ft.
109,022	42,267	.39	22,695



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STATE OF MISSOURI
R. KEVIN STERRETT
NUMBER PROFESSIONAL ENGINEER
1/13/20

R. KEVIN STERRETT, MO E-26440

Consult Inc
engineers
planners
11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285
CORPORATE LICENSE No. E2010005823

PRELIMINARY DEVELOPMENT PLAN

THE LOFTS AT OLD TOWNE MARKET PLACE

GRAIN VALLEY - JACKSON COUNTY - MISSOURI

DATE: January, 2020
JOB NO: 19.068
SHEET 1 OF 4

1/10/2020
POP-01.dgn

PARKING STALL SUMMARY

3 Bedroom 4-plex Stall Counts (South of Development)
Stalls Required = 96
Stalls Provided = 169
Stalls Remaining After Northern Stalls are Shared to New Development = 107

Estimated Stall Count Required
Existing two buildings to remain = 219
Proposed Development based on dwelling unit total = 318

Grand Total Required = 537

Estimated Stall Count Provided
Existing stalls for Old Towne Market = 351
New stalls from development = 103
New stalls striped on existing development = 25
Existing stalls from Northern half of duplexes = 62

Grand Total Provided = 541

RTE AA SW EAGLES PKWY

GARDEN STREET

ROCK CREEK LANE

242 Total Stalls on Northern part of existing development from access drive to access drive

+/- 18,063 sq. ft.
Required Stalls at 5 per 1,000 sq. ft. = 91

+/- 25,522 sq. ft.
Required Stalls at 5 per 1,000 sq. ft. = 128

Required Stalls for New Development (including Renovation to Existing Building to the East) = 318

38 Stalls on Northern Part of 4-plex to be Shared w/ New Development

24 Stalls on Northern Part of 4-plex to be Shared w/ New Development

4 Garage

Google Earth

50 0 50
SCALE IN FEET

NO.	BY	CK/APP
DATE	REVISION	

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STATE OF MISSOURI
R. KEVIN STERRETT
NUMBER E-26440
PROFESSIONAL ENGINEER

1/13/20

R. KEVIN STERRETT, MO E-26440

Consult engineers Inc planners
CORPORATE LICENSE No. E2010005823
1010 Haskell St. Ste 210 Kansas City, KS 66105 816-759-2285

PARKING STALL ANALYSIS

THE LOFTS AT OLD TOWNE MARKET PLACE

GRAIN VALLEY - JACKSON COUNTY - MISSOURI

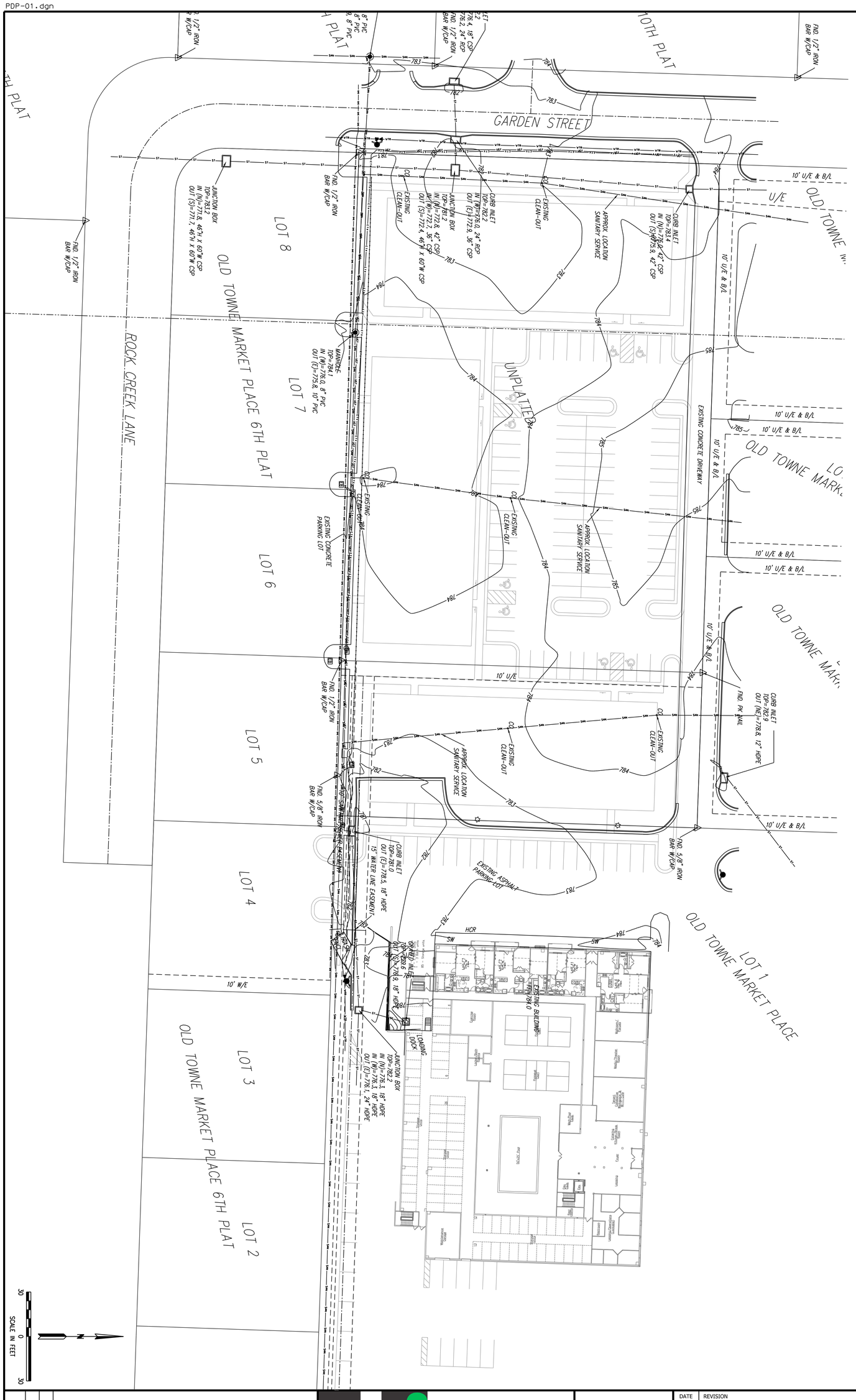
DATE
January, 2020

JOB NO.
19.068

SHEET 2 OF 4

1/10/2020
PDP-01.dgn

1/10/2020
PDP-01.dgn



EXISTING CONDITIONS

THE LOFTS AT
OLD TOWNE MARKET PLACE

GRAIN VALLEY - JACKSON COUNTY - MISSOURI

DATE: January, 2020
JOB NO. 19.068

SHEET 3 OF 4

Hg Consult Inc engineers planners
11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

R. KEVIN STERRETT, MO E-26440
1/13/20

DATE	REVISION	NO.	BY	CK/APP

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1/10/2020
PDP-01.dgn



SHEET 4 OF 4	PROJECT 19.068	DATE JANUARY, 2020	THOROUGHFARE PLAN
			THE LOFTS AT OLD TOWNE MARKET PLACE
			GRAIN VALLEY - JACKSON COUNTY - MISSOURI

Hg Consult Inc engineers planners
11010 Haskell St. Ste 210 Kansas City, KS 66109 816-759-2285 CORPORATE LICENSE No. E2010005873

STATE OF MISSOURI — R. KEVIN STERRETT — NUMBER E-26440 — REGISTERED ENGINEER
1/13/20
R. KEVIN STERRETT, MO E-26440

DATE	REVISION	NO.	BY	CK/APP

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/23/2020	
BILL NUMBER	B20-07	
AGENDA TITLE	**AN ORDINANCE AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE**	
REQUESTING DEPARTMENT	POLICE DEPARTMENT/FINANCE DEPARTMENT	
PRESENTER	Chief James Beale, Chief of Police & Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	$119,142.85 principal paid over a 36-month term with an interest rate of 2.5%.
	Budget Line Item:	100-20-89100 100-20-89200
	Balance Available:	$30,600 (2020 budget) $16,938 (insurance proceeds)
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Enter into a lease purchase agreement with State Bank of Missouri for the purchase of three vehicles and equipment for the Police Department	
BACKGROUND	The cost of a 36-month lease purchase agreement for one Ford Explorer and one Chevrolet Tahoe were included in the 2020 Police Department budget.	
SPECIAL NOTES	An additional Ford Explorer was added to the lease purchase agreement for a total of three vehicles. It will replace a vehicle damaged from an accident. The city received insurance proceeds of $16,938.	
ANALYSIS	N/A	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Lease purchase agreement, Account Control Agreement, Estimated amortization schedule, Memo from City Mechanic/Fleet Manager

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B20-07* ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE

WHEREAS, City of Grain Valley, Missouri (the "City"), desires to acquire and install certain vehicles and related equipment (the "Project") for the City; and

WHEREAS, the Board of Aldermen finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with State Bank of Missouri (the "Bank") relating to the delivery of the City of Grain Valley, Missouri Equipment Lease Purchase Agreement (the "Lease") for the purpose of (1) paying the costs necessary to acquire, construct and install the Project and (2) paying the costs of delivering the Lease; and

WHEREAS, the Board of Aldermen of the City further finds and determines that it is necessary and desirable in connection with the lease of the Project that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

SECTION 1: Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents") in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Equipment Lease Purchase Agreement between the Bank and the City.

(b) Account Control Agreement among the Bank (as lessor), the Bank (as deposit bank) and the City.

SECTION 2: Limited Obligations. The Lease and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Bank from the City pursuant to the Lease. The Lease and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Lease shall not constitute

indebtedness, within the meaning of any constitutional or statutory debt limitation or restriction.

SECTION 3: Execution of Documents. The City is hereby authorized to enter into, and the Mayor of the City and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4: Further Authority. The officers, agents and employees of the City, including the Mayor and the City Administrator, 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, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

SECTION 5: Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, 2020, 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

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EQUIPMENT LEASE PURCHASE AGREEMENT

dated as of March 25, 2020,

between

STATE BANK OF MISSOURI,
as Lessor

and

CITY OF GRAIN VALLEY, MISSOURI,
as Lessee

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Schedule 1 – Description of the Equipment

EQUIPMENT LEASE PURCHASE AGREEMENT

LESSOR: **STATE BANK OF MISSOURI**, a state banking corporation organized and existing under the laws of the State of Missouri

LESSEE: **CITY OF GRAIN VALLEY, MISSOURI,** a fourth-class city and political subdivision of the State of Missouri

DATE: **MARCH 25, 2020**

THIS EQUIPMENT LEASE PURCHASE AGREEMENT, dated as of the date set forth above (the "Agreement"), by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

RECITALS:

1. Lessor proposes to lease the Equipment, as hereinafter described, to Lessee, and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement.

2. Lessor will provide funds in an amount not to exceed the Maximum Authorized Amount listed on **Exhibit B**, to pay the costs of Project, as further described on **Exhibit B**, and Lessee will repay such funds on subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Account Control Agreement" means the Account Control Agreement, dated as of the date hereof, among Lessor, Lessee and Deposit Bank.

"Additional Rent" means those payments required to be made by Lessee by **Section 4.2**.

"Agreement" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the date on which the Initial Principal Advance is deposited in the Project Account to pay the Costs of the Project.

"Completion Date" means the date of completion of the Project as that date shall be certified as provided in **Section 5.4** hereof.

"Cost" or **"Costs"** means all reasonable or necessary expenses incidental to the acquisition, construction, installation, repair, alteration, improvement and extension of the Equipment, including the expenses of studies, surveys, title, architectural and engineering services, recording fees, bank fees, legal and other special services and all other necessary and incidental expenses.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

"Deposit Bank" means State Bank of Missouri, the deposit bank under the Account Control Agreement, or any successor deposit bank under the Account Control Agreement.

"Event of Default" or **"Default"** means any Event of Default as defined in **Section 12.1**.

"Equipment" means the personal property described on **Schedule 1**.

"Final Disbursement Date" means the earlier of (i) the Completion Date, or (ii) the first anniversary of the Commencement Date, which date will be the latest date on which a draw request for an advance of principal may be paid.

"Fiscal Year" means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B** hereto.

"Impositions" means those Impositions defined as such in **Article VI**.

"Initial Principal Advance" means the initial deposit of $52,212.85 made to the Project Account.

"Interest Portion" means the Interest Portion of a Rental Payment identified as such in **Exhibit A**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and any Renewal Terms.

"Maximum Authorized Amount" means the maximum authorized amount specified on **Exhibit B**, to be paid by Lessor under this Agreement and to be applied to pay Costs of the Project.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit B**.

"Net Proceeds" when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys' fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Original Term" means the initial term of this Agreement beginning as of the Commencement Date and ending on the last day of Lessee's current Fiscal Year.

"Principal Portion" means the Principal Portion of a Rental Payment identified as such in **Exhibit A** hereto.

"Project" means the acquisition, construction, installation, equipping and improving of the Equipment.

"Project Account" means the project account, established under the Account Control Agreement.

"Project Documents" means this Agreement, the Account Control Agreement, any bids received and accepted by the Lessee relating to the Equipment, and any other agreements, contracts, documents or certificates related to the foregoing or the Project.

"Renewal Terms" means the renewal terms of this Agreement during which the Lease Term is extended in accordance with **Section 3.2** hereof, each having a duration of one year and a term coextensive with Lessee's Fiscal Year except as otherwise provided in said **Section 3.2**.

"Rental Payment Dates" means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

"Rental Payments" means those payments required to be made by Lessee by **Section 4.1** hereof, as set forth in **Exhibit A**.

"State" means the State of Missouri.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State. Wherever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a fourth class city and political subdivision organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) The lease of the Equipment by Lessor to Lessee, as provided in this Agreement, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Equipment.

(c) The Equipment, when purchased and installed, in accordance with the Project Documents, will be in compliance with all applicable laws and regulations and Lessee's requirements, and will be suitable for the use by Lessee as set forth on **Exhibit B** hereto.

(d) Lessee has estimated, and Lessee reasonably believes, that the total Costs of the Project, in accordance with the Project Documents, will not exceed the Maximum Authorized Amount, together with other funds Lessee has available to pay such Costs.

(e) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents.

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound.

(g) There is no proceeding pending or, to Lessee's knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document.

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in the Equipment shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by this Agreement.

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition of the Equipment.

(m) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Equipment unto Lessee, and Lessee hereby rents, leases and hires the Equipment from Lessor for the Rental Payments and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term shall commence as of the date of delivery of this Agreement and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for additional one year Renewal Terms; provided that the final Renewal Term shall not extend beyond the final Rental Payment Date set forth on **Exhibit B** hereto. Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in **Section 4.1** and in **Exhibit A** hereto.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Agreement through the Maximum Lease Term and to pay the Rental Payments due during the Original Term and each Renewal Term hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within their power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Agreement for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to transfer possession of the Equipment to Lessor.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1. Rental Payments; Prepayments.

(a) Subject to **Section 3.3**, Lessee shall pay Rental Payments to Lessor on each Rental Payment Date, in an amount equal to the amount calculated as described on **Exhibit A** hereto. Rental Payments shall be made exclusively from legally available funds, in lawful money of the United States of America. A portion

of each Rental Payment is paid as, and represents payment of, interest, as set forth in **Exhibit A** hereto. All Rental Payments shall be applied first to the Interest Portion accrued to the date of such payment and then to the principal portion. The Interest Portions of Rental Payments shall be calculated on the Principal Portion outstanding from time to time, using the interest rate and accrual basis set forth on **Exhibit B**.

(b) On the Commencement Date, Lessor will advance, for deposit in the Project Account established under the Account Control Agreement, an amount equal to the Initial Principal Advance. Subsequently, Lessor will advance to the Project Account installments of principal aggregating not more than the Maximum Authorized Amount, upon receipt of a signed draw request in substantially the form set forth on **Exhibit B** attached to the Account Control Agreement, to pay Costs of the Project, provided that no draw requests may be made after the Final Disbursement Date.

(c) As early as practicable after the earlier of (i) the date that Lessor has advanced the Maximum Authorized Amount, or (ii) the Final Disbursement Date, Lessor will calculate the Rental Payments due on each Rental Payment Date with respect to the Equipment, in the manner described in **Exhibit A**, taking into account the amount of proceeds drawn by Lessee from time to time from the Commencement Date to and including the Final Disbursement Date. Lessor will provide Lessee with a completed **Exhibit A** to be attached to this Agreement, calculated using the interest rates and accrual basis set forth on **Exhibit B**.

(d) Lessee will pay Lessor a charge on any Rental Payment not paid for three business days following the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed Additional Rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

(e) The Principal Portion of Rental Payments may be prepaid in part by Lessee on each anniversary of the Commencement Date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the Interest Portion of Rental Payments due hereunder, and then to reduce the Principal Portion of Rental Payments, applied in inverse order of payments due. Rental Payments may be prepaid in whole only pursuant to **Article X**.

Section 4.2. Additional Rent. Lessee will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all amounts required under **Section 4.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Agreement; and (ii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Agreement by Lessor. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rental Payments and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Equipment and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rental Payments and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the acquisition or installation of the Equipment has been started or completed.

Nothing in this Agreement shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Agreement or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Agreement that Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Agreement, including its obligation to pay Rental Payments and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

Section 4.5. Advances by Lessor to Insure the Equipment. In the event Lessee fails to either maintain the insurance required by this Agreement or keep the Equipment in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and other reasonable charges directly related to the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

ARTICLE V

EQUIPMENT

Section 5.1. Delivery and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and pay any and all delivery costs in connection therewith. When the Equipment has been delivered, Lessee will accept the Equipment (after review and verification that the Equipment matches what was ordered, which will be conducted in a timely manner) and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable

to Lessor. Lessee will not sell, transfer or otherwise move the Equipment without Lessor's consent, which consent will not be unreasonably withheld.

Section 5.2. Enjoyment of Equipment. Lessor hereby covenants with Lessee that Lessor shall not interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.3. Right of Inspection. Lessor will have the right at all reasonable times to inspect the Equipment.

Section 5.4. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all material respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.5. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.1. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 10.1** or (b) the occurrence and continuation of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.2. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds

therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest, including references to this Lease on any titles to the vehicles referenced in the description of the Equipment on **Schedule 1**. Lessee agrees that financing statements may be filed with respect to the security interest granted herein.

Section 6.3. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of any real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

INSURANCE; INDEMNITY; LIENS

Section 7.1. Insurance Required. Lessee shall, during the Lease Term, cause the Equipment to be kept continuously insured against such risks customarily insured against for items such as the Equipment and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Equipment against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than an amount equal to the full insurable value thereof (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Equipment may be determined from time to time at the request of Lessee or Lessor by an appraiser, appraisal company or one of the insurers, to be selected, with notice to Lessor, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in **Article XI.**

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an equal to the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended;

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State.

Not less than 20 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Agreement shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Agreement respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under any contract made in connection with the acquisition and installation of the Equipment, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Lessee will promptly proceed, either separately or in conjunction with others, to pursue diligently the appropriate remedies of Lessee against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to Lessee of any amounts theretofore paid by Lessee and not previously reimbursed to Lessee for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be held by Lessee in a separate account and not commingled with other funds of Lessee if received before the Completion Date, and, if received after the Completion Date, shall be appropriated solely for the purpose of paying Rental Payments under this Agreement.

Section 7.3. Release and Indemnification. To the extent permitted by law and without waiving any rights of sovereign immunity, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, or (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.4. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including

notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and the advice of Special Tax Counsel that such subleasing will not adversely affect the exclusion of the Interest Portion of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE IX

WARRANTIES

Section 9.1. Disclaimer of Warranties. ***LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.***

Section 9.2. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE EQUIPMENT

Section 10.1. Lessee's Option to Purchase the Equipment. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full to Lessor all Rental Payments and all other amounts then due hereunder, plus the then remaining Principal Portion of Rental Payments through the Maximum Lease Term.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority (other than by the Lessee or any entity controlled by or otherwise affiliated with Lessee), Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.1**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 11.1**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.1**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

Section 11.3. Cooperation of Lessor. Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Equipment or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any

prospective or pending condemnation proceeding with respect to the Equipment or any part thereof without the written consent of Lessee.

Section 11.4. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Subject to the provisions of **Section 3.3**, failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Subject to the provisions of **Section 3.3**, failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.1(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Subject to the provisions of **Section 3.05**, any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.2. Remedies. Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Maintenance of Tax-Exemption. Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Agreement to be includable in gross income for federal income tax purposes. Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Agreement. Without limiting the generality of the foregoing, Lessee hereby ratifies, confirms and incorporates herein, as though set forth in full at this place, the representations, covenants and warranties contained in the Federal Tax Certificate relating to this Agreement and delivered to Lessor concurrently with this Agreement.

Section 13.2. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth in **Exhibit B** hereto. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.3. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Equipment, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 13.4. No Pecuniary Liability. No provision, covenant or agreement contained in this Agreement or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 13.5. Amendments, Changes and Modifications. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

Section 13.6. Financial Statements. Each year during the term of this Agreement, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within six months of the end of the Fiscal Year; and (ii) any other financial information Lessor requests from time to time, within a reasonable period of time after such request.

Section 13.7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.8. Execution; Electronic Transactions. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Agreement may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed

documents will 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. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

STATE BANK OF MISSOURI, as lessor

By: _____
Name:
Title:

CITY OF GRAIN VALLEY, MISSOURI
as lessee

By: _____
Name: Mike Todd
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jamie Logan
Title: City Clerk

EXHIBIT A TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Rental Payments will be made monthly on the first day of each month, beginning May 1, 2020 through the Maximum Lease Term. The Rental Payment based on the initial deposit to the Project Account is set forth on **Exhibit C** hereto. As soon as practical after the earlier of (a) the Completion Date or (b) the Final Disbursement Date, Lessor will provide an updated Rental Payment Schedule, with the Rental Payments being based upon the aggregate principal advanced, amortized for level payments at the Interest Rate set forth on **Exhibit B**, over the Maximum Lease Term, beginning the first day of the month subsequent to the final advance for the Equipment.

The Lessee has the option to purchase the Equipment subject to the provisions of **Section 10.1**.

The Lessee hereby acknowledges the Rental Payments and other terms set forth above.

CITY OF GRAIN VALLEY, MISSOURI, as Lessee

By: _____
Name: Mike Todd
Title: Mayor

EXHIBIT B TO LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Fiscal Year: Lessee's Fiscal Year currently begins on January 1 of each year.

Initial Principal Advance on the Commencement Date: $52,212.85.

Maximum Authorized Amount: $120,000.00.

Interest Rate: The interest rate shall be 2.50% per annum. The interest rate will be based on a 360 day year consisting of twelve 30 day months.

Final Rental Payment Date: April 1, 2023.

Fees: The Lessee will pay fees and expenses of the Lessor related to the financing of the Equipment in the amount of $100 as an origination fee, $36 for lien filings on the titles to the Equipment and $10 for UCC filings made.

Addresses: The following addresses shall be used as described in **Section 14.2**, unless changed as described therein:

(a) If to Lessor: **STATE BANK OF MISSOURI**
715 Main Street, P.O. Box 303
Grain Valley, Missouri 64029
Attention: Daniel Strader, Vice President

(b) If to Lessee: **CITY OF GRAIN VALLEY, MISSOURI**
711 Main Street
Grain Valley, Missouri 64029
Attention: City Administrator

SCHEDULE 1 TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE EQUIPMENT

* * *

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ACCOUNT CONTROL AGREEMENT

This Account Control Agreement (the "Agreement"), dated as of March 25, 2020, and entered into among **STATE BANK OF MISSOURI,** a state bank organized and existing under the laws of the State of Missouri (together with its successors and assigns, "Lessor"), **CITY OF GRAIN VALLEY, MISSOURI**, a fourth class city and political subdivision existing under the laws of Missouri ("Lessee"), and **STATE BANK OF MISSOURI,** a state bank organized and existing under the laws of the State of Missouri, as deposit bank (together with its successors and assigns, "Deposit Bank").

Account Name: City of Grain Valley, Missouri, Project Account for Equipment Lease Purchase Agreement dated March 25, 2020

Account Number:

Amount of Initial Deposit: $52,212.85

TERMS AND CONDITIONS

Section 1. This Agreement relates to and is hereby made a part of the Equipment Lease Purchase Agreement dated as of March 25, 2020 (the "Lease"), between Lessor and Lessee. Except as otherwise defined herein, all terms defined in the Lease will have the same meaning for the purposes of this Agreement as in the Lease.

Section 2. Deposit Bank has agreed to establish and maintain the project account as set forth on **Exhibit A** hereto (the "Project Account") for Lessee.

Section 3. As collateral security for the obligations and liabilities of Lessee under the Lease, Lessee has and hereby does grant to Lessor, a present and continuing security interest in the following, or proceeds thereof: (a) the Project Account and (b) all contract rights, claims and privileges in respect of the Project Account, and all proceeds of the foregoing, and Deposit Bank acknowledges that this Agreement constitutes notice of Lessor's security interest in such collateral and does hereby consent thereto.

Section 4. To give Lessor control over the Project Account, as control is defined in the Uniform Commercial Code, Deposit Bank hereby agrees to comply with any and all instructions from time to time originated by Lessor directing disposition of funds in the Project Account, without further consent by Lessee (the "Instructions"). Lessor agrees that it will not give any Instructions unless there is a default under the Lease. Deposit Bank further agrees that it will institute procedures to prevent Lessee from making withdrawals from the Project Account, without approval of Lessor, in the event Instructions are given. The parties hereto agree that (i) the Instructions may include, without limitation, the giving of stop payment orders and may further include instructions to transfer funds to or for Lessor's benefit and (ii) Deposit Bank shall have no duty to inquire or determine whether Lessor is entitled, under the Lease, to give any Instructions. Prior to Deposit Bank's receipt of any Instructions, Deposit Bank shall be entitled to honor Lessee's instructions and directions with respect to any transfer or withdrawal of funds from the Project Account, subject to the restrictions of **Section 6**. Lessee hereby agrees that Deposit Bank shall be entitled to rely on any Instructions, as set forth herein, even if (i) the Instructions are contrary to any instructions or demands that Lessee may deliver to Deposit Bank and/or (ii) a result of such Instructions is the dishonoring by Deposit Bank of items which may be presented for payment.

Section 5. In accordance with the Lease, Lessor will deposit in the Project Account not to exceed the Maximum Amount specified on **Exhibit A** attached hereto. Moneys held by Deposit Bank hereunder will be held in an account in accordance with the Arbitrage Instructions attached as **Exhibit D**, and fully insured or collateralized as required by deposits of public funds. All interest and gain earned on deposits in the account will be deposited in the Project Account.

Section 6. Moneys in the Project Account will be used to pay or reimburse Lessee for the Costs of the Project listed in the Lease. Such payment will be made from the Project Account upon presentation to Deposit Bank of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, together with all required attachments referenced in **Exhibit B**, and approved for payment in writing by Lessor. Lessee understands and agrees that Lessor will not approve any disbursements to pay Costs of the Project other than closing costs, until Lessee files with Lessor the items listed on **Exhibit A**. In making any disbursement pursuant to this **Section 6**, Deposit Bank may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Deposit Bank will not be required to make any inquiry, inspection or investigation in connection therewith. The submission of each Payment Request and Acceptance Certificate will constitute unto Deposit Bank and Lessor an irrevocable determination by Lessee that all conditions precedent to the payment of the amounts set forth therein have been completed.

Section 7. The Project Account will terminate upon the occurrence of the earlier of (a) the presentation to Lessor of a Completion Certificate, a form of which is attached hereto as **Exhibit C**, which must be accompanied by a certificate of insurance evidencing compliance with **Section 7.1** of the Lease or (b) written notification by the Lessor that an Event of Default has occurred or that Lessee has terminated the Lease pursuant to **Section 3.3** of the Lease. The Completion Certificate may state that it is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties. Upon termination as described in (a), any amount remaining in the Project Account shall be paid to Lessor and applied in the manner described in the Lease. Upon termination as described in (b), any amount remaining in the Project Account shall immediately be paid to Lessor.

Section 8. Deposit Bank may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Deposit Bank. The substitution of another Deposit Bank or trust company to act as Deposit Bank under this Agreement may occur by written agreement of Lessor and Lessee. In addition, Deposit Bank may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Deposit Bank, a successor Deposit Bank will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Deposit Bank will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Deposit Bank. Thereupon such successor Deposit Bank will, without any further act or deed, be fully vested with all the powers, rights, duties and obligations of Deposit Bank under this Agreement and the predecessor Deposit Bank will deliver all moneys and securities held by it under this Agreement to such successor Deposit Bank whereupon the duties and obligations of the predecessor Deposit Bank will cease and terminate. If a successor Deposit Bank has not been so appointed within 90 days of such resignation or removal, Deposit Bank may petition a court of competent jurisdiction to have a successor Deposit Bank appointed.

Section 9. Any corporation or association into which Deposit Bank may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its depository banking business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Deposit Bank hereunder and will be vested with all the powers, rights, obligations, duties,

remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10. Deposit Bank incurs no responsibility to make any disbursements pursuant to this Agreement except from funds held in the Project Account. Deposit Bank makes no representations or warranties as to the title to any property or equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

Section 11. Deposit Bank may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Deposit Bank will not be liable in any manner for the sufficiency or correctness as to form, manner, execution or validity of this Agreement (other than its own execution thereof) or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

Section 12. Unless Deposit Bank is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Deposit Bank and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Deposit Bank under this Agreement; and in connection therewith, to indemnify Deposit Bank against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

Section 13. As long as this Agreement remains in effect, transactions involving the Project Account shall be subject, except to the extent inconsistent herewith, to the provisions of such deposit account agreements and disclosures, as are in effect from time to time with respect to the Project Account. No fees shall be charged to the Lessee related to the Project Account.

Section 14. If Lessee, Lessor or Deposit Bank are in disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Deposit Bank hereunder, Deposit Bank may, but will not be required to, file an appropriate civil action to resolve the disagreement. Deposit Bank will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 15. Deposit Bank may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Deposit Bank in accordance with the opinion of such counsel. Deposit Bank will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

Section 16. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 17. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 18. This Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Deposit Bank.

Section 19. This Agreement may be executed in several counterparts, each of which so executed will be an original.

Section 20. The parties agree that the transaction described herein may be conducted and related documents may be sent, received 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, Lessor, Lessee and Deposit Bank have caused this Agreement to be executed by their duly authorized representatives.

STATE BANK OF MISSOURI, AS LESSOR

By: _____
Name:
Title:

CITY OF GRAIN VALLEY, MISSOURI

By: _____
Name:
Title:

STATE BANK OF MISSOURI, AS DEPOSIT BANK

By: _____
Name:
Title:

EXHIBIT A
Other Provisions (Project Account)

Name of Account: "City of Grain Valley, Missouri Project Account"

Deposit to Project Account not to Exceed: $120,000, with initial deposit to be $52,212.85.

Items required prior to disbursements from Project Account (other than for closing costs) pursuant to Section 6, unless waived by Lessor:

(A) Proof of the insurance required by **Section 7.1** of the Lease.

*** * ***

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: State Bank of Missouri, as Deposit Bank
715 Main Street
Grain Valley, Missouri 64029

Re: City of Grain Valley, Missouri Project Account Established by the Account Control Agreement, dated as of March 25, 2020 (the "Agreement") among State Bank of Missouri, as lessor ("Lessor"), City of Grain Valley, Missouri, as lessee ("Lessee") and State Bank of Missouri, as deposit bank (the "Deposit Bank")

Ladies and Gentlemen:

Pursuant to **Section 6** of the above-referenced Account Control Agreement, Lessee hereby requests payment in accordance with this request and said **Section 6** and hereby states and certifies as follows:

(a) All terms in this request are used with the meanings used in the Agreement.

(b) The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the Costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.

(c) The amounts requested either have been paid by Lessee, or are justly due to contractors, subcontractors, materialmen, engineers, architects, vendors or other persons (whose names and addresses are stated on Attachment I hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Project.

(d) No part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request under the Agreement.

(e) Each of Lessee's representations contained in the Lease is true, correct and not misleading as though made as of the date hereof.

(f) No event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default under the Lease.

(g) All such materials, equipment or furnishings have been, or will be, delivered to, and are, or will be, part of the Project.

(h) The amount remaining to be paid from the Project Fund will, after payment of the amounts requested, be sufficient to pay the Costs of the Project in accordance with the Project Documents and an estimate of the cost of the work not under contract, if any.

(i) This certificate contains no request for payment on account of any retained percentage which Lessee is on the date hereof entitled to retain.

☐ If this box is checked, (i) Lessee represents that all amounts requested to be paid are closing costs, and (ii) Lessee is not required to make, and does not make, the representations set forth above in paragraphs (e) through (i).

CITY OF GRAIN VALLEY, MISSOURI

By: _____
Name: _____
Title: Authorized Representative

APPROVED FOR PAYMENT:

STATE BANK OF MISSOURI,
Lessor

By: _____
Name: _____
Title: Authorized Representative

ATTACHMENT I

TO WRITTEN REQUEST FOR DISBURSEMENT FROM PROJECT FUND

SCHEDULE OF PAYMENTS REQUESTED

Payee and Address	Amount	Description

EXHIBIT C

FORM OF COMPLETION CERTIFICATE

State Bank of Missouri
715 Main Street
Grain Valley, Missouri 64029
Attention: Government Lending

Re: Equipment Lease Purchase Agreement dated as of March 25, 2020 (the "Lease"), between State Bank of Missouri and City of Grain Valley, Missouri

Ladies and Gentlemen:

Pursuant to **Section 7** of the Account Control Agreement dated as of March 25, 2020 (the "Agreement"), among State Bank of Missouri, as lessor, City of Grain Valley, Missouri, as lessee, and State Bank of Missouri, as Deposit Bank, the undersigned hereby certifies (a) all terms in this certificate are used with the meanings used in said Agreement, (b) the Project was completed on _____, 2020, (c) all other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed, (d) the Project and such other facilities have been acquired, constructed, equipped and installed in accordance with the Project Documents and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all Costs of the Project have been paid. As required by **Section 7** of the Agreement, attached to this certificate are certificates of insurance evidencing compliance with **Section 7.1** of the Lease. This certificate is given without prejudice to any rights of Lessee that exist or may subsequently come into being against third parties.

Pursuant to the Agreement, Lessee hereby states and certifies that (a) each of Lessee's representations contained in the Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

Date: _____, 2020.

CITY OF GRAIN VALLEY, MISSOURI

By: _____
Name: _____
Title: Authorized Representative

ACKNOWLEDGED:

STATE BANK OF MISSOURI,

By: _____
Name: _____
Title: Authorized Representative

EXHIBIT D

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest components of Rental Payments paid by the Lessee under the Lease.

Section 1. Temporary Periods/Yield Restriction. The proceeds of the Lease deposited in the Project Account and investment earnings thereon may be invested without yield restriction for three years after the Commencement Date of the Lease. If any unspent proceeds remain in the Project Account after three years, such amounts may continue to be invested without yield restriction so long as the Lessee computes and pays to the IRS all yield reduction payments in accordance with Treas. Reg § 1.148-5(c). These payments are required whether or not the Lease is exempt from the arbitrage rebate requirements of Code § 148.

Section 2. Investments Must Be Acquired For Amounts Not Exceeding Fair Market Value. No investment may be acquired with amounts deposited in the Project Account for an amount (including transaction costs) in excess of the fair market value of such investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the investment. The fair market value of any investment is the price a willing buyer would pay to a willing seller to acquire the investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Internal Revenue Code Regulations § 1.148-5. If an investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Internal Revenue Code § 1273), the purchase or sale price constitutes the fair market value. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (a) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (b) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (c) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public. For investments not previously described, the fair market value may be established through a competitive bidding process, in which (1) at least three bids on the investment are received from persons with no financial interest in the Lease (*e.g.,* as underwriters or brokers); and (2) the Yield on the investment must be equal to or greater than the Yield offered under the highest bid. *Amounts in the Project Account shall not be invested in an investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (sometimes referred to as a guaranteed investment contract or a forward supply agreement).*

Section 3. Opinion of Special Tax Counsel. The requirements of these Arbitrage Instructions may be modified or amended in whole or in part upon receipt of the advice of Gilmore & Bell, P.C. or other nationally recognized bond counsel acceptable to Lessor, to the effect that such modifications and amendments will not adversely affect the exclusion from federal gross income of the Rental Payments.

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EXHIBIT A TO FEDERAL TAX CERTIFICATE

$119,142.85
City of Grain Valley, Missouri
Equipment Lease Purchase Agreement, dated as of March 25, 2020

Schedule of Lease Payments

Payment Date	Amort. Pmt. No.	Interest Rate	Draw	Payments			Principal Balance
				Interest	Principal	Total	
3/25/2020							
3/25/2020	-		$52,212.85				$ 52,212.85
5/1/2020	1	2.500%		130.53	1,377.03	1,507.56	50,835.82
6/1/2020	2	2.500%		105.91	1,401.65	1,507.56	49,434.17
7/1/2020	3	2.500%		102.99	1,404.57	1,507.56	48,029.60
8/1/2020	4	2.500%		100.06	1,407.50	1,507.56	46,622.10
9/1/2020	5	2.500%	66,930.00	97.13	1,410.43	1,507.56	112,141.67
10/1/2020	6	2.500%		233.63	3,505.68	3,739.31	108,635.99
11/1/2020	7	2.500%		226.33	3,512.98	3,739.31	105,123.01
12/1/2020	8	2.500%		219.01	3,520.30	3,739.31	101,602.71
1/1/2021	9	2.500%		211.67	3,527.64	3,739.31	98,075.07
2/1/2021	10	2.500%		204.33	3,534.98	3,739.31	94,540.09
3/1/2021	11	2.500%		196.96	3,542.35	3,739.31	90,997.74
4/1/2021	12	2.500%		189.58	3,549.73	3,739.31	87,448.01
5/1/2021	13	2.500%		182.18	3,557.13	3,739.31	83,890.88
6/1/2021	14	2.500%		174.77	3,564.54	3,739.31	80,326.34
7/1/2021	15	2.500%		167.35	3,571.96	3,739.31	76,754.38
8/1/2021	16	2.500%		159.91	3,579.40	3,739.31	73,174.98
9/1/2021	17	2.500%		152.45	3,586.86	3,739.31	69,588.12
10/1/2021	18	2.500%		144.98	3,594.33	3,739.31	65,993.79
11/1/2021	19	2.500%		137.49	3,601.82	3,739.31	62,391.97
12/1/2021	20	2.500%		129.98	3,609.33	3,739.31	58,782.64
1/1/2022	21	2.500%		122.46	3,616.85	3,739.31	55,165.79
2/1/2022	22	2.500%		114.93	3,624.38	3,739.31	51,541.41
3/1/2022	23	2.500%		107.38	3,631.93	3,739.31	47,909.48
4/1/2022	24	2.500%		99.81	3,639.50	3,739.31	44,269.98
5/1/2022	25	2.500%		92.23	3,647.08	3,739.31	40,622.90
6/1/2022	26	2.500%		84.63	3,654.68	3,739.31	36,968.22
7/1/2022	27	2.500%		77.02	3,662.29	3,739.31	33,305.93
8/1/2022	28	2.500%		69.38	3,669.93	3,739.31	29,636.00
9/1/2022	29	2.500%		61.74	3,677.57	3,739.31	25,958.43
10/1/2022	30	2.500%		54.08	3,685.23	3,739.31	22,273.20
11/1/2022	31	2.500%		46.40	3,692.91	3,739.31	18,580.29
12/1/2022	32	2.500%		38.71	3,700.60	3,739.31	14,879.69
1/1/2023	33	2.500%		31.00	3,708.31	3,739.31	11,171.38
2/1/2023	34	2.500%		23.27	3,716.04	3,739.31	7,455.34
3/1/2023	35	2.500%		15.53	3,723.78	3,739.31	3,731.56
4/1/2023	36	2.500%		7.77	3,731.56	3,739.33	(0.00)

Schedule of Lease Payments

Payment Date	Amort. Pmt. No.	Interest Rate	Draw	Payments			Principal Balance
				Interest	Principal	Total	
Total			119,142.85	4,313.58	119,142.85	123,456.43	

Schedule of Lease Payments

Payment Date	Amort. Pmt. No.	Interest Rate	Draw	Payments Interest	Payments Principal	Payments Total	Principal Balance

Lease Statistics			
Initial draw amount	$	52,212.85	Day-Count Method
Interest rate		2.500%	Computed Payment Amount
Dated date		3/25/2020	Actual Payment Amount
Issue date		3/25/2020	Days of accrued interest
First interest payment		5/1/2020	Accrued interest
First principal payment		5/1/2020	Bond years
Last payment		4/1/2023	
No. of principal payments per year		12	Weighted avg. maturity (years)
Total no. of principal payments		36	Lease yield
Denomination	0.01		Net interest cost

Bond Years
-
0.138
0.257
0.375
0.493
0.611
1.811
2.108
2.406
2.705
3.005
3.306
3.609
3.913
4.218
4.524
4.832
5.141
5.451
5.763
6.076
6.390
6.705
7.022
7.340
7.659
7.979
8.301
8.624
8.949
9.274
9.602
9.930
10.260
10.591
10.923
11.257

Bond Years
201.546

Bond Years
30/360
$1,506.93
$3,739.31
-
$0.00
201.546
1.6916
2.143432%
2.140248%

EXHIBIT A TO FEDERAL TAX CERTIFICATE

$119,142.85
City of Grain Valley, Missouri
Equipment Lease Purchase Agreement, dated as of March 25, 2020

Proof of Arbitrage Yield

Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 2.14343%	Present Value to 3/25/2020
3/25/2020				
3/25/2020	-	-	1.0000000	-
5/1/2020	36	1,507.56	0.9978702	1,504.35
6/1/2020	66	1,507.56	0.9960989	1,501.68
7/1/2020	96	1,507.56	0.9943307	1,499.01
8/1/2020	126	1,507.56	0.9925657	1,496.35
9/1/2020	156	1,507.56	0.9908038	1,493.70
10/1/2020	186	3,739.31	0.9890450	3,698.35
11/1/2020	216	3,739.31	0.9872893	3,691.78
12/1/2020	246	3,739.31	0.9855368	3,685.23
1/1/2021	276	3,739.31	0.9837873	3,678.69
2/1/2021	306	3,739.31	0.9820410	3,672.16
3/1/2021	336	3,739.31	0.9802977	3,665.64
4/1/2021	366	3,739.31	0.9785576	3,659.13
5/1/2021	396	3,739.31	0.9768206	3,652.63
6/1/2021	426	3,739.31	0.9750866	3,646.15
7/1/2021	456	3,739.31	0.9733557	3,639.68
8/1/2021	486	3,739.31	0.9716279	3,633.22
9/1/2021	516	3,739.31	0.9699031	3,626.77
10/1/2021	546	3,739.31	0.9681815	3,620.33
11/1/2021	576	3,739.31	0.9664628	3,613.90
12/1/2021	606	3,739.31	0.9647472	3,607.49
1/1/2022	636	3,739.31	0.9630347	3,601.09
2/1/2022	666	3,739.31	0.9613252	3,594.69
3/1/2022	696	3,739.31	0.9596188	3,588.31
4/1/2022	726	3,739.31	0.9579153	3,581.94
5/1/2022	756	3,739.31	0.9562149	3,575.58
6/1/2022	786	3,739.31	0.9545175	3,569.24
7/1/2022	816	3,739.31	0.9528231	3,562.90
8/1/2022	846	3,739.31	0.9511318	3,556.58
9/1/2022	876	3,739.31	0.9494434	3,550.26
10/1/2022	906	3,739.31	0.9477580	3,543.96
11/1/2022	936	3,739.31	0.9460757	3,537.67
12/1/2022	966	3,739.31	0.9443963	3,531.39
1/1/2023	996	3,739.31	0.9427199	3,525.12
2/1/2023	1,026	3,739.31	0.9410464	3,518.86
3/1/2023	1,056	3,739.31	0.9393760	3,512.62
4/1/2023	1,086	3,739.33	0.9377085	3,506.40

Proof of Arbitrage Yield

Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 2.14343%	Present Value to 3/25/2020
Total		123,456.43		119,142.85

Proof of Arbitrage Yield

Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 2.14343%	Present Value to 3/25/2020
Yield Target Amount:				
Principal			119,142.85	
Original issue premium/discount			-	
Sale proceeds			119,142.85	
Accrued interest			-	
Total				119,142.85
Difference				(0.00)
Lease yield				2.1434323%

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Memorandum

To: James Beale, Chief of Police; Ken Murphy, Interim City Administrator

CC: Mark Trosen, Director of Community Development

From: Andrew Woltz, Mechanic

Date: 02/26/2020

Re: Police Lease-Purchase of Cars and Equipment

This year there are two vehicles being replaced per the VERP (Vehicle and Equipment Replacement Program) along with another that was totaled out in an accident. For a total of three vehicles and the necessary equipment to put all three vehicles into Police service.

Two Ford PI Utility's are being leased purchased; one vehicle is going to replace the highest mileage Patrol car. The other one is replacing the vehicle that was totaled. The third vehicle is a Chevrolet Tahoe for a Captain position, non-pursuit rated.

A three-year lease purchase program is being utilized to procure the vehicles and equipment allowing less constraint on the General Fund in the Budget year to year.

Respectfully Submitted,

Andrew Woltz, Mechanic

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	3/23/2020	
BILL NUMBER	B20-08	
AGENDA TITLE	**AN ORDINANCE RELATING TO EMERGENCY PREPAREDNESS AND EMERGENCIES IN THE CITY OF GRAIN VALLEY**	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, Interim City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To establish procedures outlining processes for the City to declare a state of emergency in certain situations	
BACKGROUND	In emergency situations currently, a meeting would need to be called as each scenario would arise; this ordinance would grant the Mayor the authority to declare a State of Emergency in certain situations.	
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	Ordinance

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B20-08*

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE RELATING TO EMERGENCY PREPAREDNESS AND EMERGENCIES IN THE CITY OF GRAIN VALLEY

WHEREAS, the Mayor and the Board of Aldermen are committed to the continuation of Government in the event an emergency or disaster situation would arise within the City;

WHEREAS, the Board of Aldermen has reviewed this addition to the code and deemed it to be in the best interest of the City and its' citizens to ensure the continuation of government.

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

SECTION 1: Purpose and declaration of policy.

This Ordinance is enacted to outline processes and clarify the authority of the City and its officers and employees with regard to emergency and disaster situations. It is intended to grant as broad a power as permitted by statutory and constitutional authority.

SECTION 2: Definitions.

When used in this ordinance, the following words shall have the definitions set forth below:

DISASTER:

As used in this ordinance a disaster, whether natural or manmade, shall include, but not be limited to, flood, fire, cyclone, tornado, earthquake, severe high or low temperatures, water contamination or pollution, land contamination or pollution, air pollution, blizzard, landslide, mudslide, hurricane, building or structural collapse, high water table, pandemic disease, epidemic, riot, blight, drought, civil emergency, utility emergency, severe energy shortages, snow, ice, windstorm, hazardous substance spills or releases, chemical spills or releases, petroleum spills or releases, biological matter spills or releases, radiation releases or exposures, infestation, explosions, sabotage, mass transportation accidents or public health emergencies. This definition should not be applied rigidly to exclude situations not enumerated.

PUBLIC EMERGENCY:

As used in this ordinance a public emergency means the imminent threat or occurrence of a disaster, civil emergency or utility emergency affecting the City and its residents and inhabitants where the Mayor determines that the exercise or discharge of emergency or disaster powers is necessary to save lives, protect property, protect the public health and safety, or to lessen or to avert the threat of a catastrophe or calamity within the city.

CIVIL EMERGENCY:

As used in this section, shall include, but not be limited to, any condition of unrest, riot, civil disobedience, affray, unlawful assembly, hostile or military or paramilitary action, war, terrorism, or sabotage, epidemic or any event which results in mass casualties which may be beyond normal capacity.

UTILITY EMERGENCY:

As used in this section, shall include, but not be limited to, conditions which endanger or threaten to endanger the safety, potability, availability, transmission, distribution, treatment, or storage of water, natural gas, gas, fuel, electricity, communication, garbage, or sewage.

SECTION 3: Mayor's power during emergency.

A. All other City ordinances to the contrary notwithstanding, when the Mayor determines in the Mayor's sole discretion that a state of public emergency exists within the City, the Mayor may by proclamation declare a state of emergency and exercise emergency powers, including but not limited to all of the following:

1. The power to direct emergency response activities by City personnel including but not limited to the police department, and by such emergency services personnel as the Mayor may designate or appoint.
2. The power to execute contracts for the emergency construction or repair of public improvements, when the delay of advertising and public bidding might cause serious loss or injury to the City.
3. The power to purchase or lease goods and services that the Mayor deems necessary to the City's emergency response or for the repair of City facilities, or both, and to acquire and distribute, with or without compensation, of supplies, materials, and facilities.
4. The power to lease or lend real property, or structures, or both, that the Mayor deems necessary for the continued operation of City government.
5. The power to promulgate rules and orders to implement and clarify the mayoral proclamation exercising emergency power.
6. The power to delegate any or all of these duties and to provide for sub-delegation.
7. The Mayor shall be authorized to appoint any commissioned law enforcement officer in this State as a temporarily commissioned officer of this City.
8. The power to transfer, appropriate, or lend between funds as may be necessary in the circumstances.

B. The Mayor is authorized to issue a "hazardous travel advisory" which shall prohibit all travel on streets within the City limits of the City except in accordance with the exceptions provided herein. Such prohibition may be limited to a defined geographical area if the affected area is less than the entire City.

1. Such prohibition shall be issued only after consultation with the City Administrator, Police Chief and Community Development Director and upon the following findings:

a. Severe weather events (other natural or manmade disasters) are occurring or has occurred inside the City limits; and

b. Such events have caused the streets to be in a condition where ordinary care while driving is not enough to prevent the occurrence of an accident; and

c. Vehicles on the road will interfere with emergency operations of the City.

2. No person in the City shall drive on any public street or road within the area defined by the Mayor as subject to the advisory after issuance of the "hazardous travel advisory" until the same has been lifted.

3. The Mayor shall inform the public of the issuance, or retraction, of the order by submitting the order to the media for publication or broadcast.

4. This prohibition shall not apply to:

a. Law enforcement agencies;

b. Fire suppression agencies;

c. Employees of the City, County or MoDOT, or other public utility providers involved in repair or cleanup of the emergency, or any subcontractors involved in the cleanup of the emergency;

d. Health care professionals; and

e. Any person who is facing exigent circumstances in which a reasonable person would infer that driving is an absolute necessity.

C. In the event the Mayor is unavailable, the President of the Board shall have the authorities listed in this section, followed by the City Administrator, and then followed by the most senior ranked member of the Board of Aldermen.

SECTION 4: Statutory procedures suspended in event of emergency.

In the event of an emergency, the Mayor is authorized to procure all services, supplies, equipment or materials necessary to continue the effective operation of the emergency preparedness plan without regard to normal procedures or formalities normally prescribed by ordinance; provided, that if the Board of Aldermen is meeting at the time, the Mayor shall act pursuant to the orders and directions imposed on that body. In the event of an emergency, the Mayor, by proclamation, may waive any time-consuming formalities or procedures required by the provisions of City Ordinances pertaining to the advertisement of bids for the execution of contracts and for the performance of public work contracts.

SECTION 5: Emergency procurement.

Notwithstanding any provision of this Code to the contrary, the Mayor, upon declaration of a state of emergency by proclamation as provided in Section Three, may authorize the City Administrator or the City Administrator's designees to procure by purchase or lease, such goods and services as are deemed necessary for the City's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement for immediate delivery or furnishing. A full written account of all emergency procurement made during this emergency, together with a requisition for the required materials, supplies, equipment, or services, shall be submitted to or provided by the City

Administrator within 30 days after their procurement, and shall be open to public inspection for a period of at least one year subsequent to the date of the emergency purchases. The City Administrator shall, within three months of the conclusion of the emergency, formally communicate these emergency expenditures in a full written account to the Board of Aldermen.

SECTION 6: Effective date and termination of emergency powers.

Proclamations, rules, and orders issued pursuant to Section Three shall be effective upon issuance and shall remain in effect for a period of up to 30 days or until terminated by the Mayor or Board of Aldermen, whichever comes first. This period may be extended by the Mayor only upon approval of the Board of Aldermen. Upon the expiration of the local state of emergency, those persons acting pursuant to Section Three shall cease to exercise emergency powers.

SECTION 7: Penalty for violation of emergency proclamation, rule, or order.

The violation of a proclamation of emergency, a subsequent proclamation exercising emergency powers, a rule, or order, which proclamation, rule or order is issued pursuant to Section Three, or the violation of any order or directive given by a peace officer or designated emergency services personnel pursuant to authority resulting from Section Three shall be an ordinance violation.

SECTION 8: WATER EMERGENCIES

A. Mayor authorized to declare a water use emergency. The Mayor is authorized to declare a water use emergency under any of the following conditions:

1. An equipment failure, large fire, or water main break has caused, or unless water conservation measures are taken, will cause inadequate water pressures and flows for fire protection and public health, or
2. Water system pumping compared to demand is inadequate to maintain sufficient water reserves to meet expected demands for fire protection and public health.

The Mayor's declaration may include all, or any portion of the City.

B. Persons affected by declaration. When the Mayor has declared a water emergency, the provisions of this section shall apply to all persons using water, regardless of whether such person shall have a contract for water service with any water company or private well. Person shall be defined as set out in section 100.020 of the Code of the City of Grain Valley, Missouri.

C. Uses and withdrawal of water prohibited. When the Mayor has declared a water emergency, the use and withdrawal of water by any person for the following purposes is hereby prohibited:

1. Watering yards. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation.
2. Washing mobile equipment. The washing of automobiles, trucks, trailers, trailer houses, railroad cars, or any other types of mobile equipment.

3. Clean outdoor surfaces. The washing of sidewalks, driveways, filling station aprons, porches and other outdoor surfaces.

4. Cleaning buildings. The washing of the outside of dwellings and the washing of the inside and outside of office buildings.

5. Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.

6. Ornamental fountains. The operation of any ornamental fountain or other structure making a similar use of water.

7. Swimming pools. Swimming and wading pools not employing a filter and recirculating system.

7. Watering of golf course greens. Watering of golf course greens except to the extent that non-fresh water sources of water (such as grey water) are available for this purpose.

D. Exception for business and industrial uses. All businesses and industries utilizing water shall be permitted to utilize the normal amount of water necessary for the maintenance of their business or industry. This exception shall not permit the watering of yards as defined above at any business location except those involved in the raising of vegetation for commercial uses. Should water supplies reach or approach critical levels, the Mayor may, by separate proclamation, suspend this exception for a designated period of time.

E. Enforcement.

1. Police officers enforce. Every police officer of the City shall in connection with his duties imposed by law diligently enforce the provisions of this ordinance.

2. Discontinuance of service. The City or the manager of each water company or district doing business within the City shall have the authority to enforce the provisions of this ordinance by the discontinuance of water service in the event of violation hereof or shall, upon the request of the Mayor, City Administrator or any police officer, discontinue water service to any building whose occupants are violating the provisions of this ordinance.

3. Penalties. Any person violating the provisions of this ordinance shall be subject to a fine not to exceed $500.00 per occurrence, or imprisonment for not more than 90 days, or any combination thereof.

SECTION 8: Public Health Emergencies.

If the basis for declaring an emergency is due to a public health crisis, such as a pandemic, then the Mayor shall be authorized to exercise the following powers:

A. To declare individuals, but not areas, quarantined as provided in Missouri statutes.

B. To limit the number of people who may be permitted to gather in public places.

C. To limit certain public services determined to be non-critical in order to stop the spread of disease.

Read two times and PASSED by the Board of Aldermen this ___day of_____, *2020*, 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

Proclamations

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City of Grain Valley, Missouri

Proclamation

WHEREAS, on March 13, 2020, national and state emergencies were declared following the classification of COVID-19 as a pandemic, and;

WHEREAS, the City of Grain Valley, Missouri, has or shortly will encounter exposure to COVID-19, which is a threat to the lives and property of the people of Grain Valley, Missouri, and;

WHEREAS, it is appropriate and necessary to take action to reduce exposure and the spread of COVID-19;

NOW, THEREFORE, BE IT PROCLAIMED I, Mike Todd, Mayor of Grain Valley Missouri, pursuant to the authority vested in me by the Statutes of the State of Missouri and the Code of Ordinances of the City of Grain Valley, Missouri, hereby declare that a state of emergency exists in Grain Valley, Missouri, and I hereby invoke and declare in full force and effect in Grain Valley, Missouri, all laws of the State of Missouri, County of Jackson, and the City of Grain Valley, including but not limited to any and all applicable emergency operations and disaster control plans, for the exercise of all necessary emergency authority for the protection of the lives and property of the people of Grain Valley, Missouri, and the restoration and continuance of local government with a minimum of interruption.

Pursuant to Chapter 44 of the Revised Statutes of the State of Missouri, and other applicable law it is hereby ordered that:

All public offices and employees of Grain Valley, Missouri are directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives, state and local.

The City Administrator, or his designee, is hereby delegated to authority to direct emergency response efforts related to this event.

All citizens are called upon and directed to comply with necessary measures, to cooperate fully with public officials and the Central Jackson County Emergency Management Agency in executing Emergency Operations Plans, and to obey and comply with the lawful directions of properly-identified public offices.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed the 23rd day of March, 2020 in the City of Grain Valley, Missouri.

MIKE TODD
MAYOR

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	03/23/2020	
BILL NUMBER	R20-23	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH UTILITY SERVICE COMPANY, INC. TO PROVIDE MAINTENANCE FOR CITY OWNED WATER TOWERS**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	$46,182.38
	Budget Line Item:	600-60-72000
	Balance Available:	$46,182.38
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To maintain safe and clean drinking water by providing maintenance and cleaning for the City owned water storage facilities	
BACKGROUND	Utility Service Company, Inc. inspects water tanks and towers and recommends repairs, as needed. This includes changing light bulbs, fix/replace vent screens and other misc. work during the annual visits.	
SPECIAL NOTES	NONE	
ANALYSIS	NONE	
PUBLIC INFORMATION PROCESS	NONE	

BOARD OR COMMISSION RECOMMENDATION	NONE
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Agreement Letter, Service Schedule, Original Tyer Road Tank Contract, Bolted Tank Contract, Ground Storage Tank Contract and Utility Services Brochure, References

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

March 23, 2020

RESOLUTION NUMBER
R20-23

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH UTILITY SERVICE COMPANY, INC. TO PROVIDE MAINTENANCE FOR CITY OWNED WATER TOWERS

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

WHEREAS, the Board of Aldermen adopted Ordinance 2485 establishing the budget for Fiscal Year 2020 on December 9th, 2019, appropriating funds for the water storage tank maintenance program; and

WHEREAS, the recommendation is in accordance with the adopted purchasing policy and the approved budget for water storage tank maintenance program; and

WHEREAS, upon execution of this agreement the City of Grain Valley will receive the services provided in the agreement with Utility Service Company, Inc.

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

SECTION 1: The Interim City Administrator is authorized to enter into an agreement with Utility Service Company, Inc. to provide maintenance for city owned water towers.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2020.

_____
Mike Todd
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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Customer Name	Address1	Address2	City	State	County	Zip Code	First Name	Last Name
BATES COUNTY PWSD #3, MO	RURAL ROUTE 1 BOX 76		BUTLER	MO	BATES	64730	IVAN	DODDS
BURLINGTON JUNCTION, MO	P O BOX 50		BURLINGTON JUNCTION	MO	NODAWAY	64428	ANGIE	LIGHTNER
CALDWELL COUNTY PWSD 3, MO	12121 SE HWY 116		BRAYMER	MO	CALDWELL	64624	DAVID	BETHEL
CALDWELL COUNTY PWSD 3, MO	12121 SE HWY 116		BRAYMER	MO	CALDWELL	64624	SAMMY	WATSON
CARROLLTON MUNICIPAL UTILITIES, MO	P O BOX 460		CARROLLTON	MO	CARROLL	64633	HOWARD	DAVIS
CARROLLTON MUNICIPAL UTILITIES, MO	P O BOX 460		CARROLLTON	MO	CARROLL	64633	JAMES	PAUL
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	CHUCK	NUFE
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	SUSAN	WENDLETON
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	BOB	WILLIAMS
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	TOM	PITTMAN
CASS COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	807 EAST 187TH STREET	P O BOX 323	BELTON	MO	CASS	64012	KELLY	YOCUM
CHARITON COUNTY PWSD 2, MO	17081 HIGHWAY 24		BRUNSWICK	MO	CHARITON	65236-0000	ROBERT	KESTLER-RET 2014
CITY OF ADRIAN, MO	P O BOX 246		ADRIAN	MO	BATES	64720	TOM	WILLIAMS
CITY OF ADRIAN, MO	P O BOX 246		ADRIAN	MO	BATES	64720	MARK	GRIFFITH
CITY OF ALBANY, MO	106 EAST CLAY STREET		ALBANY	MO	GENRTY	64402	DEREK	BROWN
CITY OF ALBANY, MO	106 EAST CLAY STREET		ALBANY	MO	GENRTY	64402	KEVIN	RICHARDSON
CITY OF ALMA, MO	205 SOUTH COUNTY ROAD	P O BOX 229	ALMA	MO	LAFAYETTE	64001	KAY	FIENE
CITY OF ARCHIE, MO	P O BOX 346		ARCHIE	MO	CASS	64725	LYLE	BAKER
CITY OF ARMSTRONG, MO	P O BOX 129		ARMSTRONG	MO	HOWARD	65230	TESS	HAYES
CITY OF BETHANY, MO	206 NORTH 16TH STREET		BETHANY	MO	HARRISON	64424	GEORGE	HULET
CITY OF BETHANY, MO	206 NORTH 16TH STREET		BETHANY	MO	HARRISON	64424	JAN	HAGLER
CITY OF BLUE SPRINGS, MO	903 WEST MAIN STREET		BLUE SPRINGS	MO	JACKSON	64015	JEFF	MOCK
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	MARY	MCALLISTER
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	M L	CAUTHON
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	TODD	BASLEE
CITY OF BRANSON, MO	110 W MADDUX ST STE 200	ATTN ACCOUNTS PAYABLE	BRANSON	MO	TANEY	65616	TAD	HOUSTON
CITY OF BRANSON, MO	110 W MADDUX ST STE 200	ATTN ACCOUNTS PAYABLE	BRANSON	MO	TANEY	65616	ERROL	CORDELL
CITY OF BROOKFIELD, MO	116 WEST BROOKS STREET	P O BOX 328	BROOKFIELD	MO	LINN	64628-0328	AL	SCHNEIDER
CITY OF BROOKFIELD, MO	116 WEST BROOKS STREET	P O BOX 328	BROOKFIELD	MO	LINN	64628-0328	DARREL	WILLIAMS
CITY OF BUCKLIN, MO	P O BOX 76		BUCKLIN	MO	LINN	64631	JOHN	WRIGHT
CITY OF BUTTERFIELD, MO	P O BOX 235		CASSVILLE	MO	BARRY	65625	GEORGIA	WENELL
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	MARK	GAUGH
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	PAUL	REINHART
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	PHIL	LAMMERS
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	GARY	WHORTON
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	GARY	WHORTON
CITY OF CARL JUNCTION, MO	800 E PENNELL	P O BOX 447	CARL JUNCTION	MO	JASPER	64834-0000	STEVE	LAWVER
CITY OF CARL JUNCTION, MO	800 E PENNELL	P O BOX 447	CARL JUNCTION	MO	JASPER	64834-0000	JIM	CHALIGO
CITY OF CARTERVILLE, MO	1200 EAST 1ST STREET		CARTERVILLE	MO	JASPER	64835	DEBBIE	CORNELL

CITY OF CARUTHERSVILLE, MO	200 WEST THIRD		CARUTHERSVILLE	MO	PEMISCOT	63830	MELINDA	SCIFRES
CITY OF CARUTHERSVILLE, MO	200 WEST THIRD		CARUTHERSVILLE	MO	PEMISCOT	63830	DIANE	SAYRE
CITY OF CASSVILLE, MO	300 SOUTH MAIN STREET		CASSVILLE	MO	BARRY	65625-1522	STEVE	WALENSKY
CITY OF CLARKSDALE, MO	P O BOX 47		CLARKSDALE	MO	DEKALB	64430-0000	DNU-KEVIN	FAGAN
CITY OF CONCORDIA, MO	618 SOUTH MAIN STREET	P O BOX 847	CONCORDIA	MO	LAFAYETTE	64020-0847	DALE	KLUSSMAN
CITY OF CUBA, MO	P O BOX K		CUBA	MO	CRAWFORD	65453	CHRISTINE	NASH
CITY OF CUBA, MO	P O BOX K		CUBA	MO	CRAWFORD	65453	JOE	CASON
CITY OF DIXON, MO	P O BOX 177		DIXON	MO	PULASKI	65459	DENNIS	LACHOWICZ
CITY OF DIXON, MO	P O BOX 177		DIXON	MO	PULASKI	65459	MELVIN	GOODMAN
CITY OF DUENWEG, MO	P O BOX 105		DUENWEG	MO	JASPER	64841	SHIRLEY	LEWIS
CITY OF DUENWEG, MO	P.O. BOX 105		DUENWEG	MO	JASPER	64841	DENNIS	HUTSON
CITY OF DUENWEG, MO	P.O. BOX 105		DUENWEG	MO	JASPER	64841	RUSSELL	OLDS
CITY OF EAST PRAIRIE, MO	219 NORTH WASHINGTON STREET		EAST PRAIRIE	MO	MISSISSIPPI	63845	LONNIE	THURMOND
CITY OF EMMA, MO	P O BOX 140		EMMA	MO	LAFAYETTE	65327-0140	RANDALL	BREDEHOEFT
CITY OF EVERTON, MO	116 COMMERCIAL STREET	P O BOX 87	EVERTON	MO	DADE	65646	LISA	SMITH
CITY OF GALLATIN, MO	112 EAST GRAND STREET		GALLATIN	MO	DAVIESS	64640	ZACHARY	JOHNSON
CITY OF GOWER, MO	94 NORTH 4TH STREET	P O BOX 408	GOWER	MO	CLINTON	64454	CARROLL	FISHER
CITY OF GOWER, MO	94 NORTH 4TH STREET	P O BOX 408	GOWER	MO	CLINTON	64454	CLINT	THOMPSON
CITY OF GRANBY, MO	302 N MAIN ST	P O BOX 500	GRANBY	MO	NEWTON	64844-0000	PAULA	CARSEL
CITY OF GRANBY, MO	302 N MAIN ST	P O BOX 500	GRANBY	MO	NEWTON	64844-0000	JIM	CHANNEL
CITY OF HERCULANEUM, MO	1 PARKWOOD COURT		HERCULANEUM	MO	JEFFERSON	63048	JIM	KASTEN
CITY OF HERMANN, MO	1902 JEFFERSON ST		HERMANN	MO	GASCONADE	65041	TERESA	DIETZ
CITY OF HERMANN, MO	1902 JEFFERSON ST		HERMANN	MO	GASCONADE	65041	MARK	WALLACE
CITY OF HIGGINSVILLE, MO	P O BOX 110	1922 NORTH MAIN STREET	HIGGINSVILLE	MO	LAFAYETTE	64037	JIM	URFER
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	GERY	MARMADUKE
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	CODY	PARDIECK
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	CHARLES	VREELAND
CITY OF HUNTSVILLE, MO	CITY HALL	205 S MAIN ST	HUNTSVILLE	MO	RANDOLPH	65259-0000	KEVIN	NEJEDLY
CITY OF IBERIA, MO	P O BOX 211		IBERIA	MO	MILLER	65486	TREVOR	CLEMONS
CITY OF IBERIA, MO	P O BOX 211		IBERIA	MO	MILLER	65486	EDITH	LONG
CITY OF JACKSON, MO	101 COURT STREET		JACKSON	MO	CAPE GIRARDEAU	63755	RODNEY	BOLLINGER
CITY OF JACKSON, MO	101 COURT STREET		JACKSON	MO	CAPE GIRARDEAU	63755	BRAD	NOEL
CITY OF KEARNEY, MO	100 EAST WASHINGTON	P O BOX 797	KEARNEY	MO	CLAY	64060	JIM	ELDRIDGE
CITY OF KEARNEY, MO	100 EAST WASHINGTON	P O BOX 797	KEARNEY	MO	CLAY	64060	JAY	BETTIS
CITY OF KELSO, MO	CITY HALL	P O BOX 279	KELSO	MO	SCOTT	63758-0279	RICK-dnu	ARNZEN
CITY OF KEYTESVILLE, MO	404 WEST BRIDGE STREET		KEYTESVILLE	MO	CHARITON	65261	DE LAINA	SOMMERFIELD
CITY OF KING CITY, MO	101 E VERMONT		KING CITY	MO	GENTRY	64463	ALBERT	MUFF
CITY OF LA MONTE, MO	107 NORTH MAIN		LA MONTE	MO	PETTIS	65337	DANA	YEATER
CITY OF LA MONTE, MO	107 NORTH MAIN		LA MONTE	MO	PETTIS	65337	JACKLIN	HARVEY
CITY OF LAKE WINNEBAGO, MO	10 WINNEBAGO DRIVE		LAKE WINNEBAGO	MO	CASS	64034	STEVE	BESERMIN

CITY OF LAKE WINNEBAGO, MO	10 WINNEBAGO DRIVE		LAKE WINNEBAGO	MO	CASS	64034	SHIRLEY	BOND
CITY OF LAURIE, MO	724 N MAIN	P O BOX 1515	LAURIE	MO	MORGAN	65038-0000	ED	YOUNG
CITY OF LAWSON, MO	P O BOX 185		LAWSON	MO	RAY	64062-0185	BRIAN	RICHISON
CITY OF LIBERTY, MO	101 EAST KANSAS		LIBERTY	MO	CLAY	64068	ACCOUNTS-dnu	PAYABLE
CITY OF LIBERTY, MO	101 EAST KANSAS		LIBERTY	MO	CLAY	64068	DANA	ULMER
CITY OF LOCKWOOD, MO	107 EAST 8TH STREET	P O BOX O	LOCKWOOD	MO	DADE	65682	DON	NEEDHAM
CITY OF MALTA BEND, MO	P O BOX 92		MALTA BEND	MO	SALINE	65339	JOANA	MOORE
CITY OF MALTA BEND, MO	P O BOX 92		MALTA BEND	MO	SALINE	65339	DOUG	CLEMENS
CITY OF MARCELINE, MO	116 N MAIN STREET		MARCELINE	MO	LINN	64658-0000	ELIZABETH	CUPP-DNU
CITY OF MARTINSBURG, MO	101 E WASHINGTON ST		MARTINSBURG	MO	AUDRAIN	65264	WILLIAM	FENNEWALD
CITY OF MAYSVILLE, MO	200 NORTH CAMDEN STREET	P O BOX 470	MAYSVILLE	MO	DEKALB	64469	PATRICIA FISHER	JOHNSON
CITY OF MIDDLETOWN, MO	P O BOX 127		MIDDLETOWN	MO	MONTGOMERY	63359	BOB	WOODSON
CITY OF MILLER, MO	105 WASHAM	PO BOX 188	MILLER	MO	LAWRENCE	65707	DONNA	BECK
CITY OF MILLER, MO	105 WASHAM	PO BOX 188	MILLER	MO	LAWRENCE	65707	JOE	WASHAM
CITY OF MINDENMINES, MO	P O BOX 26		MINDENMINES	MO	BARTON	64769	JASON	HIGGINS
CITY OF MINDENMINES, MO	P O BOX 26		MINDENMINES	MO	BARTON	64769	MIKE	BILLIOINS
CITY OF MOBERLY, MO	101 WEST REED STREET		MOBERLY	MO	RANDOLPH	65270	MATT	EVERTS
CITY OF MONROE CITY, MO	P O BOX 67		MONROE CITY	MO	MONROE	63456	TERRY	OSBORN
CITY OF MONROE CITY, MO	P O BOX 67		MONROE CITY	MO	MONROE	63456	GARY	OSBOURNE
CITY OF MONTGOMERY CITY, MO	723 NORTH STURGEON STREET		MONTGOMERY CITY	MO	MONTGOMERY	63361	STEVEN	DEVES
CITY OF MONTGOMERY CITY, MO	723 NORTH STURGEON STREET		MONTGOMERY CITY	MO	MONTGOMERY	63361	RUSS	BURTON
CITY OF MOUNT VERNON, MO	319 EAST DALLAS STREET		MOUNT VERNON	MO	LAWRENCE	65712	GENE	STANTON
CITY OF NEOSHO, MO	15318 KENTUCKY ROAD		NEOSHO	MO	NEWTON	64850-1469	MIKE	HIGHTOWER
CITY OF NEW FRANKLIN, MO	130 E BROADWAY	P O BOX 96	NEW FRANKLIN	MO	HOWARD	65274-0000	JEFF	KOENIG
CITY OF NEW LONDON, MO	P O BOX 425		NEW LONDON	MO	RALLS	63459	MILLIE	POWELL
CITY OF NEW LONDON, MO	P O BOX 425		NEW LONDON	MO	RALLS	63459	DON	EPPERSON
CITY OF NEWTOWN, MO	P O BOX 87		NEWTOWN	MO	SULLIVAN	64667	ANGIE	COOL
CITY OF NEWTOWN, MO	P O BOX 87		NEWTOWN	MO	SULLIVAN	64667	BETTY	ANDERSON
CITY OF ODESSA, MO	P O BOX 128		ODESSA	MO	LAFAYETTE	64076	MARCELLA	MCCOY
CITY OF ODESSA, MO	P O BOX 128		ODESSA	MO	LAFAYETTE	64076	PAUL	CONWAY
CITY OF OSBORN, MO	P O BOX 67		OSBORN	MO	DEKALB	64474	JEFF	McCARTNEY
CITY OF OSCEOLA, MO	210 OLIVE ST	P O BOX 561	OSCEOLA	MO	ST CLAIR	64776-0000	LILA	FOSTER
CITY OF OSCEOLA, MO	210 OLIVE ST	P O BOX 561	OSCEOLA	MO	ST CLAIR	64776-0000	DUSTIN	GIBBS
CITY OF PATTONSBURG, MO	100 2ND AVENUE		PATTONSBURG	MO	DAVIESS	64670	EDDY	MEADOR
CITY OF PERRY, MO	P O BOX 280		PERRY	MO	RALLS	63462	DON	HUFF
CITY OF PILOT GROVE, MO	213 COLLEGE STREET		PILOT GROVE	MO	COOPER	65276	CHARLES	MALOTTE
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	DAVID "DAVE"	DOUGLAS
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	ANNA	TORWEGGE
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	ROGER	COLEMAN
CITY OF PURDY, MO	101 FRONT ST	P O BOX 216	PURDY	MO	BARRY	65734-0000	TED	MCINTIRE

CITY OF PURDY, MO	101 FRONT ST	P O BOX 216	PURDY	MO	BARRY	65734-0000	DEBBIE	REDSHAW
CITY OF ROGERSVILLE, MO	211 EAST CENTER STREET	P O BOX 10	ROGERSVILLE	MO	WEBSTER	65742	NANCY J	EDSON
CITY OF ROGERSVILLE, MO	211 EAST CENTER STREET	P O BOX 10	ROGERSVILLE	MO	WEBSTER	65742	JACK	COLE
CITY OF ROSENDALE, MO	P O BOX 21		ROSENDALE	MO	ANDREW	64483	BOB	NICKELS
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	MARTIN	TOMMA
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	MIKE	HOLLAND
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	PAM	MEYER
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	DENNIS	KLUSMEYER
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	ROB	TRIVETTE
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	ROB	TRIVETTE
CITY OF SPICKARD, MO	303 JEFFERSON	P O BOX 77	SPICKARD	MO	GRUNDY	64679	APRIL	MEIGHEN
CITY OF STEWARTSVILLE, MO	501 MAIN STREET	P O BOX 270	STEWARTSVILLE	MO	DEKALB	64490	HAZEL	FOWLER
CITY OF STOCKTON, MO	P O BOX 590		STOCKTON	MO	CEDAR	65785	VANESSA	UNDERWOOD
CITY OF STOCKTON, MO	P O BOX 590		STOCKTON	MO	CEDAR	65785	RAYMOND	HERYFORD
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	TOM	VICAT
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	MATT	GUCCIONI
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	BARBARA	HELVEY
CITY OF TRUESDALE, MO	109 PINCKNEY ST		TRUESDALE	MO	WARREN	63383	MARY LOU	RAINWATER
CITY OF UNIONVILLE, MO	1611 GRANT STREET	P O BOX 255	UNIONVILLE	MO	PUTNAM	63565	TIM	WESSEL
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	JEANIE	McGINNIS
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	DUANE	MILLER
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	DAVID	AVEY
CITY OF WALNUT GROVE, MO	101 SOUTH WASHINGTON AVE		WALNUT GROVE	MO	GREENE	65770	CARI	GILLMORE
CITY OF WELLINGTON, MO	P O BOX 598		WELLINGTON	MO	LAFAYETTE	64097-0000	MARY	CAMPBELL
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	JUSTIN	REAVES
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	KAREN	ROBSON
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	RANDY	BROWN
CLAY COUNTY PUBLIC WATER SUPPLY DISTRICT 4, MO	20600 COUNTRY CLUB DRIVE		LIBERTY	MO	CLAY	64068	DEANNA	KORONDI
COLE COUNTY PUBLIC WATER SUPPLY DISTRICT 5, MO	P O BOX 225		ST THOMAS	MO	COLE	65076	DNU-SHARON	BAX
COOPER COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	19415 HWY 98	PO BOX 422	BOONEVILLE	MO	COOPER	65233	ROBERT	KOONSE
DAVIESS COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 67		PATTONSBURG	MO	DAVIESS	64670	DANNY	NOEL
DAVIESS COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 67		PATTONSBURG	MO	DAVIESS	64670	DANNY	NOEL
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	ACCOUNTS	PAYABLE
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	KYLE	SLAGLE
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	HAL	VANDAGRIFF
FRANKLIN COUNTY PWSD 1, MO	3021 HIGHWAY A SUITE 101		WASHINGTON	MO	FRANKLIN	63090	MIKE	ESKRA
GENTRY COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 9		ALBANY	MO	GENTRY	64402-00009	LISA	BUSH
JACKSON COUNTY PWSD #15, MO	13213 SOUTH LONE JACK		LEE'S SUMMIT	MO	JACKSON	64086	HOWARD	PRITCHETT
JEFFERSON COUNTY PUBLIC SEWER DISTRICT, MO	4632 YEAGER RD	P O BOX 632	HILLSBORO	MO	JEFFERSON	63050	DARRELL	WALLER
JEFFERSON COUNTY PUBLIC SEWER DISTRICT, MO	4632 YEAGER RD	P O BOX 632	HILLSBORO	MO	JEFFERSON	63050	CONNIE	HARGIS

JEFFERSON COUNTY PWSD # 7, MO	P O BOX 160		MAPAVILLE	MO	JEFFERSON	63065	JOYCE	TWIGGS
JEFFERSON COUNTY PWSD # 7, MO	P O BOX 160		MAPAVILLE	MO	JEFFERSON	63065	JOYCE	TWIGGS
JEFFERSON COUNTY PWSD NO 6, MO	6000 KINGSWAY DR	P O BOX 218	HOUSE SPRINGS	MO	JEFFERSON	63051	TOM	WARD
JEFFERSON COUNTY PWSD NO 8, MO	P O BOX 170		CEDAR HILL	MO	JEFFERSON	63016	KATHY	VOYLES
LACLEDE COUNTY PWSD #1, MO	20480 GRANGER ROAD	P O BOX 1100	LEBANON	MO	LACLEDE	65536-1100	MITCH	DEVORE
LACLEDE COUNTY PWSD #1, MO	20480 GRANGER ROAD	P O BOX 1100	LEBANON	MO	LACLEDE	65536-1100	MITCH	DeVORE
LINN LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRIC	701 SOUTH STATE STREET	P O BOX 109	WHEELING	MO	LIVINGSTON	64688	ANGIE	BALDWIN
LINN LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRIC	701 SOUTH STATE STREET	P O BOX 109	WHEELING	MO	LIVINGSTON	64688	DONNY	EDWARDS
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT 4,	4100 OKLAHOMA AVE		TRENTON	MO	LIVINGSTON	64683	GARY	DIXON
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT 4,	4100 OKLAHOMA AVE		TRENTON	MO	LIVINGSTON	64683	KATHY	MCKAY
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT NO	7512 HIGHWAY C		DAWN	MO	LIVINGSTON	64638	GINGER	TATE
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT NO	7512 HIGHWAY C		DAWN	MO	LIVINGSTON	64638	GORDON	JONES
MCDONALD COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	P O BOX 38		ROCKY COMFORT	MO	MCDONALD	64861	LARRY	CARLIN
MCDONALD COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	P O BOX 38		ROCKY COMFORT	MO	MCDONALD	64861	TERESA	CARLIN
MIAMI COUNTY RWD 4, KS	P O BOX 618		DREXEL	MO	MIAMI	64742	EARNEST	FINK
MIAMI COUNTY RWD 4, KS	P O BOX 618		DREXEL	MO	MIAMI	64742	CORKY	GAMMON
NODAWAY COUNTY PWSD #1, MO	120 EAST 3RD STREET		MARYVILLE	MO	NODAWAY	64468	RICHARD	SCHIEBER
NODAWAY COUNTY PWSD #1, MO	120 EAST 3RD STREET		MARYVILLE	MO	NODAWAY	64468	ED	WALDEIER
OLD KINDERHOOK, MO	20 EAGLE RIDGE ROAD		CAMDENTON	MO	CAMDEN	65020	TOM	ADDINGTON
PUBLIC WATER SUPPLY DISTRICT 2 OF ST CHARLES COUNT	100 WATER DRIVE	P O BOX 967	O'FALLON	MO	ST CHARLES	63368	TIM	GERAGHTY
PUBLIC WATER SUPPLY DISTRICT 3 CHARITON-LINN COUNT	814 W HELM ST		BROOKFIELD	MO	LINN	64628	DAN	DOWNEY
PWSD #3 OF PULASKI COUNTY, MO	16650 RIPPLE ROAD		CROCKER	MO	PULASKI	65452	ANGIE	MEDLIN
PWSD #3 OF PULASKI COUNTY, MO	16650 RIPPLE ROAD		CROCKER	MO	PULASKI	65452	BILL	CRAWFORD
PWSD #5 OF JEFFERSON COUNTY, MO	13261 STATE ROAD CC		DESOTO	MO	JEFFERSON	63020	LISA	PETERS
PWSD #6 OF CASS COUNTY, MO	P O BOX 1082		RAYMORE	MO	CASS	64083	PEGGY	HELT
PWSD #6 OF CASS COUNTY, MO	P O BOX 1082		RAYMORE	MO	CASS	64083	ELMORE	SHERMAN
PWSD 1 JOHNSON COUNTY, MO	4 NW OO HIGHWAY		WARRENSBURG	MO	JOHNSON	64093	DALE	PEERY
PWSD 1 OF ANDREW COUNTY, MO	201 SOUTH HIGHWAY 71		SAVANNAH	MO	ANDREW	64485	RANDY	HOLT
PWSD 1 OF CLINTON COUNTY, MO	7578 SW 208TH STREET		TRIMBLE	MO	CLINTON	64492	REBECCA	WOHLFORD
PWSD 1 OF CLINTON COUNTY, MO	7578 SW 208TH STREET		TRIMBLE	MO	CLINTON	64492	JAMES	HASLER
PWSD 11 OF CASS COUNTY, MO	P O BOX 648		GARDEN CITY	MO	CASS	64747-0648	PATSY	ALBERS
RAYTOWN WATER COMPANY INC, MO	9820 EAST 63RD STREET		RAYTOWN	MO	JACKSON	64133	LESLIE	SMART
RAYTOWN WATER COMPANY INC, MO	9820 EAST 63RD STREET		RAYTOWN	MO	JACKSON	64133	NEAL	CLEVENGER
SOUTHWEST RURAL WATER, MO	19910 STATE HIGHWAY MM		EXETER	MO	BARRY	65647	RAELENE	MCCURDY
VILLAGE OF FREEBURG, MO	P O BOX 121		FREEBURG	MO	OSAGE	65035-0000	DAVID	STRUEMPH
VILLAGE OF FREEBURG, MO	P O BOX 121		FREEBURG	MO	OSAGE	65035-0000	ALLEN	GRADEL
VILLAGE OF KINGDOM CITY, MO	5846 OLD HWY 40	P O BOX 49	KINGDOM CITY	MO	CALLAWAY	65262-0000	CURT	WARFIELD

Job Title	Email Address	Phone Type	Area Code	Phone Number	Ext	Creation Date	Contract Type
WATER SUPERINTENDENT		GEN	660	679-4577		12-May-03	MP w/o UR
	cityofbj@iamotelephone.com	GEN	660	725-4514		11-Aug-05	MP w/o UR
		GEN	660	645-2068		28-Apr-06	MP w/o UR
		GEN	660	645-2068		28-Apr-06	MP w/o UR
		MOBILE	573	823-7624		19-Dec-07	MP w/o UR
		GEN	660	542-0360		19-Dec-07	MP w/o UR
FINANCIAL OFFICER	CNUSE@CWEPNET.COM	GEN	417	237-7300		8-Aug-02	MP w/o UR
ADMIN ASST	swend@cwepnet.com	GEN	417	237-7300		8-Aug-02	MP w/o UR
GENERAL MANAGER		GEN	417	237-7300		11-Jul-01	MP w/o UR
WATER SUPER	tpittman@cwepnet.com	MOBILE	417	388-1262		11-Jul-01	MP w/o UR
OFFICE MGR	kellyaborgman@gmail.com	GEN	816	331-7108		14-Dec-07	MP w/o UR
P/T RETIRED OPERATOR		GEN	660	548-3565		28-Oct-08	MP w/ UR
OPERATOR	tsclori@aim.com	GEN	816	297-2550		7-Feb-01	MP w/o UR
WATER SUPERINTENDENT		GEN	816	297-2659		7-Feb-01	MP w/o UR
		GEN	660	726-3935		19-Apr-10	MP w/o UR
		MOBILE	660	726-2294		19-Apr-10	MP w/o UR
		GEN	660	674-2475		11-Jun-04	MP w/o UR
CLERK		GEN	816	293-5601		18-Aug-09	MP w/o UR
CITY CLERK		GEN	660	273-2216		19-Oct-01	MP w/o UR
UTILITY SUPER.		MOBILE	660	373-0814		23-Apr-09	MP w/ UR
CLERK	bethadm@grm.net	GEN	660	425-8673		23-Apr-09	MP w/ UR
water super	jmock@bluespringsgov.com	GEN	816	228-0203		13-Dec-07	MP w/o UR
CITY CLERK	MARYM@BOONVILLE-MO.ORG	GEN	660	882-2332		26-Jan-01	MP w/o UR
Water Superintendent	mcauthon@boonville-mo.org	GEN	660	882-5257		6-Mar-01	MP w/o UR
CHIEF PLANT DIRECTOR	waterplant@boonville-mo.org	GEN	660	882-4021		6-Mar-01	MP w/o UR
UTILITIES DIVISION	THOUSTON@BRANSONMO.GOV	GEN	417	243-2737		25-Jul-12	MP w/ UR
OPERATIONS SUPERVISOR III	ECORDELL@BRANSONMO.GOV	PHONE	417	337-5296		25-Jul-12	MP w/ UR
UTILITIES HEAD	waterplant7442@att.net	GEN	660	734-1844		10-Oct-13	MP w/ UR
		GEN	660	258-3377		7-Mar-05	MP w/o UR
		PHONE	660	695-3222		26-Mar-12	MP w/ UR
		GEN	417	4427975		14-Dec-05	MP w/o UR
Dir of Utilities		GEN	816	632-2177		28-Jan-11	MP w/o UR
	h2oplant@cameronmo.com	GEN	816	632-2844		28-Jan-11	MP w/o UR
		PHONE	816	6322177		7-Mar-06	MP w/o UR
		PHONE	816	632-2177		7-May-04	MP w/o UR
		PHONE	816	623-2177		7-May-04	MP w/o UR
CITY MANAGER		GEN	417	649-7237		16-Dec-09	MP w/ UR
	CJPUBLICWORKS@CARLJUNCTION.ORG	GEN	417	438-5783		16-Dec-09	MP w/ UR
City Clerk	cornell64855@yahoo.com	GEN	417	673-1341	2	9-Apr-02	MP w/o UR

CLERK		GEN	573	333-0147		31-Jul-02	MP w/o UR
2010 MAYOR	RLEE@SHELTONBBS.COM	FAX	573	3334247		5-Jul-01	MP w/o UR
DPW	swalensky@centurytel.net	GEN	417	847-4441	16	11-Jul-11	MP w/ UR
	fagan719@yahoo.com	MOBILE	816	724-0040		25-Sep-09	MP w/ UR
CITY MANAGER	concordiaadmin@myccvtv.net	FAX	660	463-7574		13-Feb-07	MP w/o UR
CLERK		GEN	573	885-7432		29-Dec-00	MP w/o UR
WATER SUPT	publicwk@fidnet.com	MOBILE	573	259-4343		29-Dec-00	MP w/o UR
LICENSED WATER OPERATOR		GEN	573	759-6965		14-Apr-08	MP w/o UR
SUPERVISOR		GEN	573	759-6965		6-Feb-01	MP w/o UR
CITY CLERK	cityclerk@duenwegmo.com	GEN	417	623-2027		6-Feb-01	MP w/o UR
MANAGER	cityclerk@duenwegmo.com	GEN	417	623-2027		13-Aug-01	MP w/o UR
2011 MAYOR		GEN	417	623-2027		13-Aug-01	MP w/o UR
CITY ADMINISTRATOR	administrator@eastprairiemo.net	GEN	573	649-3057	1	15-Jun-10	MP w/ UR
2012 MAYOR	cityofemma@yahoo.com	FAX	425	888-3502		19-Jan-12	MP w/ UR
		GEN	417	535-4000		22-Jul-04	MP w/o UR
CITY ADMINISTRATOR	zjohnson@gallatinmo.com	GEN	660	663-2011		3-Jul-08	MP w/o UR
		MOBILE	816	294-0901		11-Jun-04	MP w/o UR
JOB CONTACT		GEN	816	424-3583		11-Jun-04	MP w/o UR
	granbymocourt@jscomm.net	PHONE	417	472-6563		3-Feb-14	MP w/ UR
		FAX	252	7985000		3-Feb-14	MP w/ UR
		PHONE	636	475-4447		10-Jul-09	MP w/ UR
		GEN	573	486-5400		3-Sep-03	MP w/o UR
WATER SUPERINTENDENT	mawallace@centurytel.net	GEN	573	486-4500		3-Sep-03	MP w/o UR
WATER & SEWER SUPERVISOR	waterdir@ctcis.net	GEN	660	584-2106		5-Nov-03	MP w/o UR
CITY ADMINISTRATOR	hissboroadmin@charter.net	MOBILE	541	2122385		30-Apr-09	MP w/o UR
PW DIRECTOR		GEN	636	789-4478	SHOP	7-Feb-01	MP w/o UR
CITY ADMINISTRATOR		FAX	636	7892112		7-Feb-01	MP w/o UR
	kevinnejedly@cityofhuntsville.com	MOBILE	660	833-8305		14-Dec-07	MP w/ UR
UTILITIES DIRECTOR		MOBILE	573	286-5484		16-Apr-14	MP w/ UR
CITY CLERK	eydelong24@yhti.net	PHONE	573	793-2300		3-Sep-03	MP w/o UR
PUBLIC WORKS DIRECTOR	rbollinger@jacksonmo.org	MOBILE	573	576-7090		14-Jan-08	MP w/o UR
SUPER		GEN	573	243-3536		14-Jan-08	MP w/o UR
Business manager	jeldridge@kearneymo.us	GEN	816	628-4142		26-May-10	MP w/ UR
Utilities Director	citywater@uniteone.net	GEN	816	628-4805		26-May-10	MP w/ UR
WATER SUPER		GEN	573	264-2334		23-Aug-07	MP w/o UR
CITY CLERK	citykey@mcmsys.com	GEN	660	288-3745		27-Feb-09	MP w/o UR
WATERMAN		GEN	660	5356121		31-Dec-08	MP w/o UR
		GEN	660	347-5606		26-Feb-04	MP w/o UR
		GEN	660	347-5606		26-Feb-04	MP w/o UR
DIR PUBLIC WORKS		GEN	816	537-6778		7-Feb-01	MP w/o UR

CITY CLERK		GEN	816	537-6778		7-Feb-01	MP w/o UR
DPW		GEN	573	374-4871		27-Oct-08	MP w/o UR
CITY MANAGER	ityadmin@cityoflawsonmo.org	FAX	478	9878421		27-Sep-12	MP w/ UR
ACCTS PAYABLE		PHONE	816	439-4561		28-Feb-13	MP w/o UR
	dulmer@ci.liberty.mo.us	PHONE	816	439-4561		28-Feb-13	MP w/o UR
		GEN	417	232-4221		30-Jun-10	MP w/ UR
CITY CLERK		GEN	660	595-0106		15-Feb-01	MP w/o UR
WATER SUPT		MOBILE	660	631-1257		15-Feb-01	MP w/o UR
CITY MANAGER		FAX	660	3763898		25-Jun-07	MP w/o UR
ADMIN		GEN	573	492-6266		1-Aug-07	MP w/o UR
CITY CLERK		GEN	816	449-2185		31-Mar-09	MP w/o UR
WATER COMM.		PHONE	573	5492220		21-Sep-05	MP w/o UR
City Clerk	Blink@Millertel.net	GEN	417	452-3371		18-Dec-09	MP w/ UR
Water Superintendent		MOBILE	417	830-9250		18-Dec-09	MP w/ UR
CITY CLERK		GEN	417	842-3216		2-Jan-01	MP w/o UR
WATER SUPERINTENDENT	minden@pixius.net	GEN	417	842-3216		2-Jan-01	MP w/o UR
WATER SUPERINTENDENT	meverts@cityofmoberly.com	MOBILE	660	676-2112		11-Aug-03	MP w/o UR
		GEN	573	7352488		19-Oct-05	MP w/o UR
		GEN	573	735-2488		19-Oct-05	MP w/o UR
JOB & ADMIN CONTACT/CITY ADMIN	stevendeves@sbcglobal.net	PHONE	573	564-3160		6-Mar-02	MP w/ UR
UTIL SUPERINTENDENT		FAX	573	5643802		6-Mar-02	MP w/ UR
PUBLIC WORKS DIR		GEN	417	466-2168		15-Aug-03	MP w/o UR
WATER SUPT	mhightower@neoshomo.org	GEN	417	451-8080		31-Jan-01	MP w/o UR
CITY SERVICES DIRECTOR	jeffkoenig64@att.net	GEN	660	848-2288		31-Oct-13	MP w/ UR
CITY CLERK		GEN	573	985-4041		21-May-08	MP w/o UR
WATER SUPER.		GEN	573	985-4041		21-May-08	MP w/o UR
2010 MAYOR		GEN	660	947-7301		22-Mar-06	MP w/o UR
		GEN	660	947-7301		22-Mar-06	MP w/o UR
CITY CLERK	mmccoy@cityofodessamo.com	PHONE	816	633-4662		25-Jan-13	MP w/ UR
PWD	pconway@cityofodessamo.com	PHONE	816	6334662		25-Jan-13	MP w/ UR
		GEN	816	675-2239		17-Jul-09	MP w/ UR
		PHONE	417	646-8421		5-Nov-13	MP w/ UR
		PHONE	417	646-8421		5-Nov-13	MP w/ UR
JOB CONTACT		MOBILE	660	334-0602		23-Aug-02	MP w/o UR
		MOBILE	573	473-2778		14-Aug-06	MP w/o UR
WATER OPERATOR		GEN	660	834-3551	CITY HALL	14-Jan-03	MP w/o UR
WATER SUPT	DDOUGLAS@POTOSICITYHALL.ORG	GEN	573	438-2767		26-Feb-01	MP w/o UR
WATER SUPT		GEN	573	438-2767		11-Aug-05	MP w/o UR
CITY CLERK		GEN	573	438-2767		11-Oct-04	MP w/o UR
		GEN	417	442-3273		16-Jul-07	MP w/o UR

CLERK		GEN	417	442-3273		16-Jul-07	MP w/o UR
CITY ADMIN	nedson@rogersvillemo.org	GEN	417	753-2884	304	4-Jun-01	MP w/o UR
2012 MAYOR		GEN	417	753-3793		4-Jun-01	MP w/o UR
WATER PLANT OP	LJC8049@CCP.COM	MOBILE	816	2627030		5-Feb-01	MP w/o UR
CITY MANAGER		GEN	573	883-5400		24-May-05	MP w/o UR
WATER PLANT MANAGER	mholland@alliancewater.com	GEN	573	883-9240		24-May-05	MP w/o UR
CITY CLERK		GEN	573	883-5400		8-Feb-01	MP w/o UR
CITY ADMINISTRATOR		GEN	573	588-4104		29-Sep-05	MP w/o UR
WATER SUPT		GEN	573	588-4104		29-Sep-05	MP w/o UR
JOB CONTACT		MOBILE	660	651-9482		29-Sep-05	MP w/o UR
CITY CLERK	spickard@grm.net	PHONE	660	485-6106		15-Feb-13	MP w/ UR
		GEN	816	6693278		27-Oct-04	MP w/o UR
CITY CLERK	CityClerk@stocktonmo.org	FAX	252	7985000		14-Dec-07	MP w/o UR
JOB CONTACT		GEN	417	276-5210		14-Dec-07	MP w/o UR
		GEN	417	736-2154		17-Jul-09	MP w/o UR
	cumminsguy@live.com	GEN	417	736-2154		17-Jul-09	MP w/o UR
MAYOR		GEN	417	736-4000		5-Mar-01	MP w/o UR
CITY CLERK	clerktr@yahoo.com	GEN	636	456-3166		15-Oct-06	MP w/o UR
	unionwtr@nemr.net	MOBILE	660	265-8196		11-Jun-04	MP w/o UR
CLERK	jeaniecca@sbcglobal.net	GEN	573	378-4634		16-Mar-01	MP w/o UR
WASTEWATER SUPERINTENDENT	verwastewaterplant@sbcgloval.net	GEN	573	378-5737		16-Mar-01	MP w/o UR
WATER SUPERINTENDENT		GEN	573	378-0645		16-Mar-01	MP w/o UR
CITY CLERK		PHONE	417	788-2596		26-Feb-03	MP w/o UR
	wellingtoncityclerk@embarqmail.com	MOBILE	816	726-9037		21-Aug-13	MP w/o UR
PWD	pwd@cityofwillard.org	GEN	417	849-1993		24-Oct-09	MP w/ UR
CFO		GEN	417	742-3033		24-Oct-09	MP w/ UR
ADMIN CONTACT		GEN	417	742-3033		6-Mar-02	MP w/o UR
	dkorondi@sbcglobal.net	GEN	816	781-8198		29-Jan-10	MP w/o UR
SECRETARY/TREASURER	baxautobody@centurylink.net	GEN	573	477-3455		6-Mar-07	MP w/o UR
		GEN	660	621-2265		18-Feb-10	MP w/o UR
		GEN	660	663-9458		8-Oct-13	MP w/ UR
ADMIN CONTACT		GEN	660	367-2521		8-Oct-13	MP w/ UR
	accounts.payable@empiredistrict.com	GEN	417	678-2652		3-Mar-14	MP w/ UR
WATER DEPT MANAGER	kslagle@empiredistrict.com	MOBILE	417	678-3671		3-Mar-14	MP w/ UR
MANAGER	hvandagriff@empiredistrict.com	MOBILE	417	235-9770		24-May-05	MP w/o UR
		PHONE	636	239-2808		15-Feb-10	MP w/ UR
OFFICE MANAGER	gcpwsd1@gmail.com	GEN	660	726-3432		2-Jul-08	MP w/o UR
	howard@mid-west.net	GEN	816	578-4424		21-Feb-07	MP w/o UR
SUPT		PHONE	636	789-9086		17-Apr-12	CS
CLERK		PHONE	636	797-9900		17-Apr-12	CS

DISTRICT MANAGER	jeffpwsd7@gmail.com	GEN	636	479-5593		8-May-02	MP w/o UR
DISTRICT MANAGER		PHONE	636	4795593		8-May-02	MP w/o UR
BILL TO	pwsd6@swbell.net	GEN	636	671-4096		8-Dec-04	MP w/o UR
MANAGER	pwsd8@sbcglobal.net	GEN	636	274-3125		16-Jul-01	MP w/o UR
		PHONE	417	5323171		9-Apr-04	MP w/o UR
		GEN	417	532-3171		9-Apr-04	MP w/o UR
CLERK	WATER@GREENHILLS.NET	GEN	660	659-2266		28-Jun-13	MP w/ UR
	water@greenhills.net	MOBILE	660	7528056		28-Jun-13	MP w/ UR
DISTRICT SUPT		MOBILE	660	973-2279		15-Feb-10	MP w/ UR
BILL TO		GEN	866	325-1056		15-Feb-10	MP w/ UR
OFFICE MANAGER	pwsd1@greenhills.net	PHONE	660	745-3448		6-Dec-11	MP w/ UR
SUPERINTENDENT	pwsd1@greenhills.net	GEN	660	745-3448		6-Dec-11	MP w/ UR
	mcdonaldpwsd2@live.com	GEN	417	628-3999		21-Aug-06	MP w/o UR
CLERK	mcdonaldpwsd2@live.com	GEN	417	628-3999		21-Aug-06	MP w/o UR
MAINTENANCE MGR		GEN	913	377-4408		15-Mar-01	MP w/o UR
MANAGER	rwd4@fairpoint.net	MOBILE	816	5107069		15-Mar-01	MP w/o UR
CLERK		PHONE	660	582-5011		25-Jul-13	MP w/o UR
		FAX	252	7985000		25-Jul-13	MP w/o UR
		PHONE	573	2169501		28-Sep-04	MP w/o UR
ADM/JOB CONTACT		PHONE	636	5613737		25-Jan-10	MP w/ UR
Water Dist Super		GEN	660	258-5606		26-Mar-12	MP w/ UR
	pwsd3@windstream.net	GEN	573	736-2109		3-Feb-03	MP w/o UR
WATER SUPERINTENDENT	pwsd3@windstream.net	MOBILE	573	528-4155		3-Feb-03	MP w/o UR
DISTRICT MANAGER	PWSD5@JCN1.COM	FAX	636	5866202		26-Feb-01	MP w/o UR
OFFICE MANAGER	casspwsd6@aol.com	GEN	816	331-2455		16-Feb-01	MP w/o UR
BOARD PRESIDENT		GEN	816	331-2455		16-Feb-01	MP w/o UR
DISTRICT MANAGER		GEN	660	441-7101		8-Jul-02	MP w/o UR
		GEN	816	324-6266		21-Sep-05	MP w/o UR
CLERK	CWOHLF5@AOL.COM	PHONE	816	357-2262		31-Oct-05	MP w/o UR
		GEN	816	357-2461		31-Oct-05	MP w/o UR
DISTRICT CLERK	PWSD11@CASSTEL.NET	GEN	816	773-8510		14-Jun-06	MP w/o UR
CLERK	lsmart@raytownwater.net	GEN	816	356-0333	104	26-Feb-01	MP w/o UR
GENERAL MANAGER		PHONE	816	3560333		31-Dec-02	MP w/o UR
		GEN	417	847-4437		24-Feb-08	MP w/o UR
		PHONE	573	744-5301		28-Feb-11	MP w/o UR
CITY CLERK		GEN	573	619-6314		28-Feb-11	MP w/o UR
	kingdomchall@ktis.net	FAX	573	220-9892		29-Sep-11	MP w/ UR

Project	Tank Name	Tank Information	Task Name	Start Date	Sr Status
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	INTERIOR PAINT	5/9/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	5/9/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	5/10/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	3/30/2006	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	8/23/2007	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	MPPWE	11/11/2007	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	8/22/2008	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	10/21/2009	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	3/26/2010	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	6/30/2011	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	POWERWASH EXTERIOR	9/9/2011	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	4/9/2012	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	REPAIR	10/24/2013	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	10/24/2013	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	6/10/2014	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	5/1/2015	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	5/11/2015	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	2016	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2017	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2018	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	INTERIOR PAINT	1/1/2019	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2019	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2020	open
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2021	Future
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2022	Future
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2023	Future
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2024	Future
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	1/1/2025	Future
116418	TYER TOWER	500,000 HYDROPILLAR	EXTERIOR PAINT	10/30/2007	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	11/2/2007	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	INTERIOR/DRY INTERIOR PAINT	6/1/2008	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	6/5/2008	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WARRANTY	2/16/2009	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	8/6/2009	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	11/1/2010	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	5/12/2011	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	5/29/2012	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	10/24/2013	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	6/10/2014	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	5/1/2015	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	2016	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	EXTERIOR PAINT	1/1/2017	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	1/1/2017	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	1/1/2018	Closed
116418	TYER TOWER	500,000 HYDROPILLAR	WASHOUT	1/1/2019	closed
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	1/1/2020	open
116418	TYER TOWER	500,000 HYDROPILLAR	VISUAL	1/1/2021	Future
116418	TYER TOWER	500,000 HYDROPILLAR	INTERIOR PAINT	1/1/2022	Future
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	9/13/2007	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	8/22/2008	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	11/18/2009	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	3/26/2010	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	5/12/2011	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	4/9/2012	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	10/10/2013	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	6/10/2014	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	11/13/2015	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	2016	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2017	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	1/1/2018	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2019	closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	1/1/2020	open
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2021	Future

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PROJECT # 11641 8

Utility Service co., inc.

Water Tank Maintenance Contract



Owner: City of Grain Valley
Grain Valley, Missouri

Tank Size: 500,000 Hydropillar

Location: Tier Road

Date Prepared: March 19, 2007

Utility Service Co.
INCORPORATED

535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utiltiyservice.com

WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between **City of Grain Valley** hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **Tier Road.**

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year **2007.** The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in **2009,** the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish specialized services including engineering and inspection services needed to maintain and repair the tank and tower during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Missouri Department of Natural Resources,** the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

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Utility Service Co., Inc.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **$20,850.00 plus all applicable taxes** has been established for this tank. **This base fee begins in Year 2011. See Addendum No. 1 for Years 2007, 2008, 2009, and 2010.**

In year **2014** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co. Inc. prior to implementation and may warrant an increase in the annual fee.* This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety (90) days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by three (3) authorized voting Officials of the Owner's management and/or Commissioners. Unless intent to cancel is received from the Owner, this contract shall automatically renew each year.

This Agreement signed this 29 day of May, 2007.

OWNER:

Gary Bradley

by Gary Bradley, City Administrator
title

witness Carol Brandon

seal:

UTILITY SERVICE CO., INC.

by **Tom Stechmann, MO Representative**
title

witness Regina D. Arthur

seal:

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Utility Service Co., Inc.

Addenda to Contract Number **500,000 Hydropillar-Tier Road Tank**, Dated **3-19-07**

No. 1
This tank shall receive an exterior renovation, interior wet renovation, interior dry touchup, and repairs prior to the first anniversary of this agreement. The first four (4) annual fees shall be $56,123.00 per year. The fifth annual fee shall be $20,850.00.

No. 2
PAYMENT TERMS: ***All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.*** The first annual fee shall be due and payable upon completion of the initial exterior and/or interior renovation. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

No. 3
Should **the City of Grain Valley** elect to cancel this agreement prior to remitting the first four (4) annual fees, then the balance of the first four (4) annual fees shall be due and payable within thirty (30) days of notice to cancel.

Owner	Utility Service Co., Inc.
by Mary B. Bradley	by
date 5-29-07	date 3-19-07
witness Carol Brandon	witness Regina D. Arthur

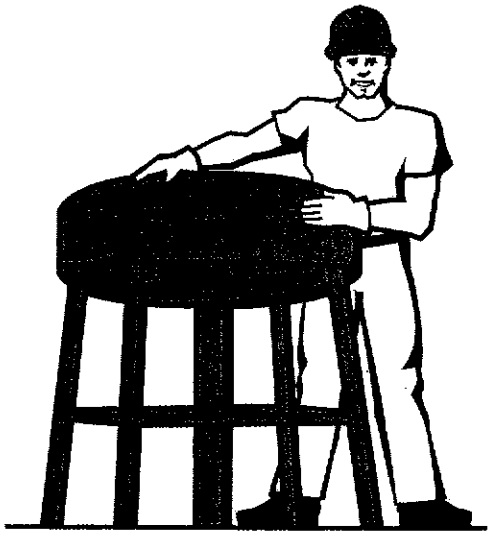
The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

SEAL **SEAL**

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Utility Service Co., Inc.

PROJECT # [redacted]/116419

Utility Service co., inc.
LIMITED
Water Tank Maintenance Contract



Owner: City of Grain Valley, Missouri
Grain Valley, Missouri

Tank Size: 774,000 Bolted G.S.T.

Location: 405 James Rolla Drive

Date Prepared: March 19, 2007



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utiltiyservice.com

LIMITED
WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by, and between **City of Grain Valley** hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **774,000** gallon water storage tank located at **405 James Rolla Drive.**

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year **2007**. The tank will be thoroughly inspected to ensure that the structure is in a sound, water tight condition.

Biennially, beginning with the first washout/inspection in **2007**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

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Utility Service Co., Inc.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **$2,250.00 plus all applicable taxes** has been established for this tank. **This base fee begins in Year 2007.**

In year **2010** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co. Inc. prior to implementation and may warrant an increase in the annual fee.* This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety (90) days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Unless intent to cancel is received from the Owner, this contract shall automatically renew each year.

This Agreement signed this 29 day of May 2007.

OWNER:

Gary Bradley

by Gary Bradley, City Administrator
title

witness Carol Branson

seal:

UTILITY SERVICE CO., INC.

by **Tom Stechmann, MO Representative**
title

witness Regina D. Arthur

seal:

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Utility Service Co., Inc.

Addenda to Contract Number 774.000 Bolted GST, Dated 3-16-07

No. 1
This tank shall receive a washout/inspection prior to the first anniversary of this agreement.

No. 2
PAYMENT TERMS: ***All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.*** The first annual fee of $2,250.00 shall be due and payable prior to the first anniversary of this agreement. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

Owner
by Gary Bradley
date 5-29-07
witness Carol Bradley

Utility Service Co., Inc.
by
date 3-19-07
witness Regina J. Cathey

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

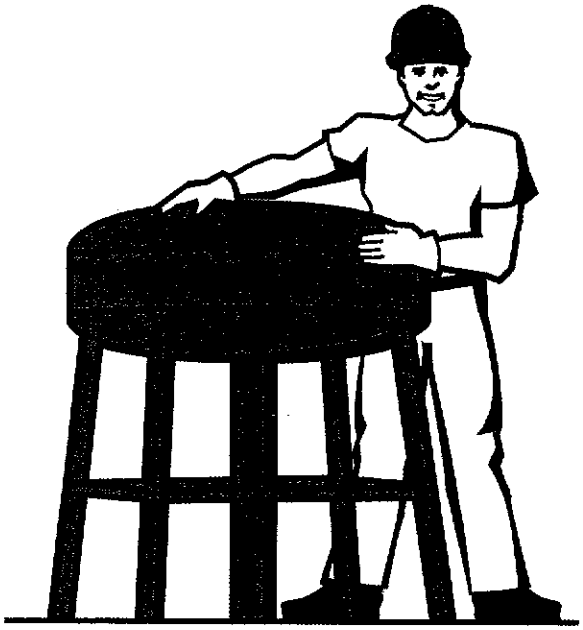
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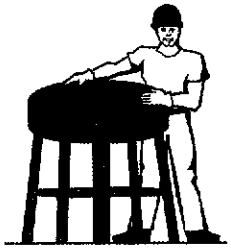
Utility Service Co.
INCORPORATED

WATER TANK MAINTENANCE CONTRACT



Owner	**City of Grain Valley**
Tank Size	**500,000 Gallon Ground Storage Tank**
Location	**#1 Groundstore** **405 James Rolla Drive** **Grain Valley, Missouri**
Date	**March 14, 2005**

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Utility Service Co.
INCORPORATED

P.O. Box 1354 • PERRY, GA 31069
Phone (478) 987-0303
FAX (478) 987-2991

WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between the City of Grain Valley, Missouri, hereinafter known as the Owner, and Utility Service Co., Inc., hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon ground storage reservoir located at **405 James**.

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year **2005**. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in **2007**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high-pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to maintain and repair the tank and tower during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system, which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

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A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the Annual fee is paid in accordance with the terms of payment. A base fee of $ **9,388.00** has been established for this tank **in 2008**. **See Addendum No. 1 for years 2005 through 2007.**

In Year **2011** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 22 day of March, 2005.

OWNER: Brad Knight

by MAYOR
title

witness Pamela R Davis

seal:

UTILITY SERVICE CO., INC.

by **Tom Stechmann**
Water Systems Consultant
title

witness Pamela McClellan

seal:

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Addendums to Contract Number #1 Groundstore , Dated March 14, 2005

No. 1
This tank shall receive an exterior and interior renovation prior to the first anniversary of this agreement. The full renovation cost and maintenance fees are spread over the initial three (3) years of the contract for an annual cost of $39,011.00 in each year, plus all applicable taxes. In Year 4, the annual cost will be the established base fee of $9,388.00.

No. 2
PAYMENT TERMS: ***All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.*** The first annual fee shall be due and payable in full upon completion of the renovations in Year 1. Beginning in Year 2 and each year thereafter on the anniversary date of the contract document, the program fee is due and payable.

No. 3
The initial three (3) years of the contract represent a project cost of $117,033.00. Should the Owner elect to cancel this agreement prior to remitting the first three (3) annual fees then the balance of the first three (3) annual fees shall be due and payable within thirty (30) days of cancellation.

Owner	~~Utility~~ Service Company, Inc.
by Brad Knight	by
date 3-22-05	date 3-17-05
witness Gary Hanson	witness Pamela McClellan

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

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CITY OF GRAIN VALLEY, MISSOURI

WATER TANK MAINTENANCE PROGRAM

HOLD HARMLESS AGREEMENT

The Company agrees to indemnify the Owner and hold the Owner harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property by reason of any act, omission, or representation of the Company or its' subcontractors, agents, or employees in the execution of this Contract.

Tom Stechmann
Utility Service Company, Inc.

Pamela McClellan
Witness

Dated: March 14, 2005

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Our Storage Tank Asset Management Program means...

no more surprises!

Utility Service Group



Full Service Asset Management Program

Delivering Peace Of Mind

Utility Service Group is the largest tank service firm in the United States. We created the Full Service Asset Management Program over 20 years ago to provide tank owners with comprehensive sustainable solutions to manage storage tank assets.

Value of Utility Service Group Full Service Tank Asset Management Program:

- GASB 34 compliance
- Comprehensive, sustainable asset management program
- Renewable each year at tank owner's option
- Covers all aspects of tank asset management including engineering services and renovations
- Extend tank service life
- Flat annual fee eliminates unplanned expenditures
- Transfer rehabilitation risk

Utility Service Group

Utility Service Co., Inc. has proudly served the potable and industrial water industries for over 50 years.

Today's Utility Service Group provides comprehensive condition assessments, rehabilitation services and sustainable asset management solutions throughout the whole water cycle. Our comprehensive portfolio of innovative sustainable technologies and custom designed professional asset management services allow a holistic approach to optimizing water production and distribution systems.

Full Service Asset Management Program







Utility Service Group Full Service Tank Asset Management Program Includes:

- Annual tank inspections with detailed reports - safety, sanitation, structure, security and coatings
- Evaluation and planning for short and long term maintenance needs
- Interior chemical cleaning and disinfection typically every two years
- Preventative maintenance to performed rehabilitation
- All future interior and exterior coatings
- Artwork and logo design and application
- Standby emergency services for immediate on call responses









Utility Service Group

Utility Service Group
1230 Peachtree Street NE
Suite 1100 - Promenade
Atlanta, Georgia 30309
Phone 855.526.4413
utilityservice.com

July 11, 2019

Jacque Landers
City Of Grain Valley
711 Main
Grain Valley, MO 64029

Dear Jacque Landers:

The purpose of this letter is to provide you with fee information for your fiscal year budgeting purposes. The timing of invoices is designated in the specific contract for each maintenance program. THIS IS NOT AN INVOICE.

Our maintenance program provides you with peace of mind that your asset(s) will be regularly and systematically maintained as outlined in your maintenance contract(s). We provide these services in a cost-effective manner to provide value to you and your community.

We appreciate your trust for the maintenance of your water asset (s), and we strive to provide you with exceptional customer service. Please note that all applicable taxes and adjustments for prevailing wages are the responsibility of the owner and are in addition to these stated fees.

Asset Name	Asset Type	Fee	Effective From	Effective To
Bolted Ground Storage Tank - 116419	774,000 Bolted GST	$3,415.66	01-JAN-20	31-DEC-20
Tank 1 Ground Storage Tank - 112393	500,000 GST	$14,251.65	01-JAN-20	31-DEC-20
Tyer Tower - 116418	500,000 Hydropillar	$28,515.07	01-JAN-20	31-DEC-20

Thank you very much for your business, if you have any questions please contact Customer Service at 888-987-6805 or robin.black@suez.com

Sincerely,

Robin Black

Robin Black
Customer Service Representative

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Staff/ Committee Reports

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ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on February 12, 2020 in the Council Chambers of the Grain Valley City Hall.
- The meeting was called to order at 6:31 PM by Vice Chair Craig Shelton.

ITEM II: ROLL CALL

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

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APRROVAL OF MINUTES

- Commissioner Greene motioned to approve the minutes from the November 20, 2019 regular meeting; the motion was seconded by Commissioner Tyson; Commissioner Loving abstained since he was not a member of the Commission at that time. The Commission approved the minutes by vote 3-0 and one abstention.

ITEM V: CITIZEN PARTICIPATION

- None

ITEM VI: PUBLIC HEARING

- Chair Shelton opened public hearing on a request by Old Towne Marketplace LLC to change the zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District – Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned

Overlay District). The Lofts at Old Towne Market Place will consist of 154 rental units and a mixed-use indoor amenity center. The development includes demolition of the building that previously contained the former Patricia's Foods and Hardware store. A new four-story building (Building A) will be built that includes the first-floor mixed use amenity level and 64-rental units in three additional floors. There will be three mostly identical three-story apartment buildings (Buildings B, C, and D) containing a total of 90 rental units on the vacant tract to the west.

- Director Trosen reviewed the Staff Report with the Commission. Staff recommends approval of the change of zoning to R-3p (Multi-Family Residential District-Planned Overlay District) and approval of the preliminary development plan for the Lofts at Old Towne.
- Bryan Rahn, 1000 NW Highpoint Drive, Lee's Summit, stated that he was representing Old Towne Market Place LLC and asked if there were any questions.
- Commissioner Greene asked for a clarification on how the buildings are labeled and numbered for clarification. Mr. Rahn answered the question.
- Commissioner Loving asked how soon would project start after the Board's approval. Mr. Rahn responded that project will start shortly after approval is obtained. Rahn stated that all three buildings will start at same time during phase 1.
- Commissioner Loving asked if the tenants in buildings B, C, and D will have access to amenities in Building A. Rahn responded yes.
- Commissioner Loving asked about the area where the amenities will be and if pool area will be in a separate area. Rahn responded that the pool area would need to be in a separate area for temperature control and humidity.
- Commissioner Loving stated that this area is within a designated Tax Increment Financing (TIF) District and will that be changing and what is impact with the rezoning from the Transition Overlay to Multi-Family Planned Overlay District. Director Trosen explained that there will be no change to the existing TIF District area or the plan.
- Commissioner Loving asked about the change of zoning request and will there be two districts overlapping each other. Director Trosen explained that part of building A will be zoned District R-3p to allow residential units on the first floor.

The Transition Overlay District does not allow residential units on first floor but does have residential units on floors above.

- Commissioner Loving asked if city will be losing tax revenue by converting the zoning from Commercial to Residential. Director Trosen explained that the building that was formerly occupied by Patricia's Foods has been vacant for two years and the lot to the west is vacant. The new four-story building and the three new multi-family residential units will yield higher property taxes for the city than what is currently being collected for these two areas.
- Commissioner Loving asked what impact will the multi-family units have on the School District. Rahn responded that he does not have any specific numbers on the number of school age children that will occupy the residential units in this project.
- Commissioner Tyson asked what will be the range for rent on the units. Rahn responded that it will range from $1,000 to $1,200 per month since units will be one, two and some three-bedroom units. Rahn said that rents will be probably higher compared to other units in city because of the number of amenities that are being offered.
- Commissioner Greene asked why there are so many handicap spaces in a private parking lot. Rahn responded that they are complying to city regulations. Director Trosen responded that the City's zoning regulations specify that based on the number or required parking spaces for a proposed land use then the parking area must provide so many ADA accessible spaces. This ratio is established by the American Disability Act and guidelines.
- Commissioner Greene asked if Building C had a fire on the south side of building then it appears that there is limited area for the fire department to respond. Rahn explained that there is a driving lane in the back associated with the existing four-plex buildings and that this area will all be open to resemble one development.
- Commissioner Tyson motioned to close the public hearing. Commissioner Greene second the motion. The Commission approved motion by vote of 4 to 0.

ITEM VII: ACTION ITEMS

- **The Lofts at Old Towne Market Place –** Rezoning request as described above and Approval of the Preliminary Development Plan.

- Chair Shelton asked about the building north of the development and how does this request for rezoning affect the zoning on that building. Director Trosen responded that the zoning will remain C-1 on that free-standing building. David Ward also stated that he has a contract to purchase back that building and the proposed use will be a sit-down restaurant.
- Commissioner Tyson motioned that the Commission recommend approval to the Board of Aldermen on the change of zoning and preliminary development plan for the Lofts at Old Towne Market Place as written. Commissioner Loving second the motion. The Commission approved motion by vote of 4 to 0.

- **Preliminary Plat Approval – Re-plat of Bush Business Park** – 4 lots – 7.92 acres – General location is east of Storage Mart facility and west of Valley Outdoor Equipment on the north side of Jefferson Street.
  - Director Trosen reviewed the staff report with the Commission. Staff recommends approval of the preliminary plat.
  - David Ward explained that four industrial buildings will be built in this development. Two buildings will be built at one time. With the extension of the Jefferson Street and connection to Bush Street, this will provide more efficient traffic pattern for trucks generated by the new industrial buildings.
  - Commissioner Tyson motioned that we accept the preliminary plat for Bush Business Park as written. Commissioner Greene second the motion. The Commission approved motion by a vote of 4 to 0.

- **Final Plat Approval – Mercado Plaza** – 2 lots and Tracts A, B and C – 11.37 acres – Zoning: Transition Overlay District – General location is west of Buckner Tarsney Road, south of NW Woodbury Drive and north of N. Jefferson Street.
  - Director Trosen reviewed the staff report with the Commission. The preliminary plat was approved by the Commission on November 20, 2019. The final plat substantially conforms to the approved Preliminary Plat. The final plat is in conformance with City Standards and the engineering civil plans have been approved by City Engineer. Staff recommends approval of the final plat.
  - Commissioner Greene motioned to approve the final plat for Mercado Plaza. Commissioner Tyson second the motion. The Commission approved motion by a vote of 4 to 0.

ITEM VIII: PREVIOUS BUSINESS

None.

ITEM IX: NEW BUSINESS

- **Election of Officers**
  - **Chairperson**
  - **Vice Chairperson**
  - **Secretary**

Chair Shelton stated that Debbie Saffell has expressed an interest to continue as the Chair even though she was unable to attend tonight.

The Commission spent several minutes in discussing the election process and the responsibilities for each office. The Commission decided that since three members were absent, they wanted to hold the elections at the scheduled meeting on March 11, 2020. This will allow the opportunity for all Commissioners to participate in the election process.

Commissioner Tyson motioned to continue the process to elect Commission Officers until the March meeting. Commissioner Greene second the motion. The Commission approved the motion by a vote of 4 to 0.

ITEM X: ADJOURNMENT

- Commissioner Tyson motioned to adjourn the meeting. Commissioner Greene second the motion. The Commission approved the motion by a vote of 4 to 0.

-The Regular Meeting Adjourned at 7:24 PM-

Commissioners Present	**Commissioners Absent**	**Staff Officials Present**
Craig Shelton	Debbie Saffell	Mark Trosen – CD Director
Elijah Greene	Kevin Browning	
Paul Loving	Scott Shafer	
Justin Tyson		

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Grain Valley, Missouri
Come Home To Opportunity

Community Development
Mark Trosen, Director

Board of Aldermen Report
March 23, 2020

(March 1st – March 20th)

Permits Issued – 27
NSFR – 4
Commercial Other - 4
Residential other - 5
Fence- 7
Roof – 2
Right-of-Way - 1
Construction/Development – 2
Floodplain – 1
Variance - 1

Codes Enforcement & Inspections – 149
Total Building Inspections - 122
- Residential - 94
- Commercial - 2
- Misc. Stops - 26

Code Violation Inspections - 12
- New - 12
- Closed - 0

Utility Inspections – 15
- Sewer - 3
- Water - 1
- Sidewalks - 2
- Driveways - 9
- PW Finals - 0

Public Works
Work Orders Completed – 111
Utility Locate Requests – 161
Water Main Taps – 2
Water Meters –
- New Construction Install – 8
- Repairs – 11
- Replacement - 0
- Replacement Program – 48

Water Sampling for MoDNR permit – Completed 10

Additional Items

Water Main Break repair on US Old 40 Hwy. This was the 3rd break in same area.

2020 Hydrant Inspection Program underway. Do date, 47 hydrants have been inspected.

New compound water meter installed at Bristol Park replacing the outdated, faulty compound meter.

2020 Backflow inspection letters distributed. 512 letters mailed.

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