CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

JANUARY 25, 2021
7:00 P.M.

OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE
DIAL IN (312) 626-6799 | MEETING ID 833 8736 5945 | ACCESS CODE 156334

ITEM I: CALL TO ORDER
- Mayor Chuck Johnston

ITEM II: ROLL CALL
- City Clerk Jamie Logan

ITEM III: APPROVAL OF AGENDA
- City Administrator Ken Murphy

ITEM IV: PROCLAMATIONS
- None

ITEM V: CONSENT AGENDA
- January 11, 2021 – Board of Aldermen Regular Meeting Minutes
- January 25, 2021 – Accounts Payable
- January 25, 2021 – City Clerk/Human Resources Destruction Certificate
- January 25, 2021 – Court Destruction Certificate
- January 25, 2021 – Finance Destruction Certificate
- January 25, 2021 – Water Department Destruction Certificate

ITEM VI: PREVIOUS BUSINESS
- None

ITEM VII: NEW BUSINESS
- None

ITEM VIII: PRESENTATIONS
- None

ITEM IX: PUBLIC HEARING
- Grain Valley Mercado CID

ITEM X: RESOLUTIONS

ITEM X (A) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Midwest Pool Management for the Management of the Grain Valley Aquatic Center for 2021, 2022, and 2023 Seasons**

R21-08

Introduced by Alderman Rick Knox

To provide safe and quality pool management services

ITEM XI: ORDINANCES

ITEM XI(A) **An Ordinance Approving a Petition to Establish the Grain Valley Mercado Community Improvement District**

B21-01

1ST READ

Introduced by Alderman Nancy Totton

To establish the Grain Valley Mercado Community Improvement District (CID)

ITEM XII: CITY ATTORNEY REPORT

- City Attorney

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
- 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 Rick Knox
- Alderman Jayci Stratton
- Alderman Nancy Totton

ITEM XV: MAYOR REPORT

- Mayor Chuck Johnston

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

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON FEBRUARY 8, 2021 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING
THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS
UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211

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Consent Agenda

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on January 11, 2021 at 7:00 p.m. via video conference of the elected officials as a result of the COVID-19 pandemic
- The meeting was called to order by Mayor Johnston

ITEM II: ROLL CALL

- City Clerk Jamie Logan called roll
- *Present: Bass, Cleaver, Headley, Knox, Stratton, Totton*
- *Absent:*

-QUORUM PRESENT-

ITEM III: APPROVAL OF AGENDA

- None

ITEM IV: PROCLAMATIONS

- None

ITEM V: CONSENT AGENDA

- December 14, 2020 – Board of Aldermen Regular Meeting Minutes
- December 21, 2020 – Board of Aldermen Regular Meeting Minutes
- January 11, 2021 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Totton*
  - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM VI: PREVIOUS BUSINESS

- None

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ITEM VII: NEW BUSINESS

- None

ITEM VIII: PRESENTATIONS

- None

ITEM IX: PUBLIC HEARING

- None

ITEM X: RESOLUTIONS

Resolution No. R21-01: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement With the Mid-America Regional Council (MARC) Solid Waste Management District as Related to Grain Valley's Participation in the 2021 Regional Household Hazardous Waste Collection Program

- *Alderman Headley moved to approve Resolution No. R21-01*
- *The Motion was Seconded by Alderman Totton*
    - Annual agreement with MARC which allows our residents to have access to the Houshold Hazardous Waste facility; This has been a way for residents to get rid of paint and other household hazardous items
- *Resolution No. R21-01 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

-Resolution No. R21-01 Approved: 6-0-

Resolution No. R21-02: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Execute a Cooperative Agreement with Jackson County, Missouri for Storm Water Project Funding

- *Alderman Knox moved to approve Resolution No. R21-02*
- *The Motion was Seconded by Alderman Totton*
    - Mr. Trosen shared the City applied for a grant to update the stormwater master plan for the City of Grain Valley; the last time this was done was in 2005; the City was awarded the grant and the state likes the money to flow through the county; the county will receive the funds and pass the grant funds on to the City

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once they are received

- *Resolution No. R21-02 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-02 Approved: 6-0-

Resolution No. R21-03: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Sign an Agreement With Ron's Auto & Truck Towing LLC

- *Alderman Stratton moved to approve Resolution No. R21-03*
- *The Motion was Seconded by Alderman Cleaver*
  - The current police towing service contract expired and an RFP was put out for tow service; One service responded to the RFP which is the same company we currently have an agreement with; this was published on the City website and the Examiner
  - Alderman Knox requested clarification as to why we are allowing a 5 mile radius for storing of towed vehicles; he wants to know why we don't require towing to a location within our city limits; Mr. Murphy shared we don't have any legal tow lots currently within the city limits, however there is one going through the process now; Alderman Knox asked if they get audited on what they are charging; Chief Beale confirmed we do audit
- *Resolution No. R21-03 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-03 Approved: 6-0-

Resolution No. R21-04: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Sign an Agreement With the Grain Valley School District for School Resource Services

- *Alderman Totton moved to approve Resolution No. R21-04*
- *The Motion was Seconded by Alderman Headley*
  - Annual agreement with the school district laying out responsibilities and costs

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associated with the SROs

- *Resolution No. R21-04 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-04 Approved: 6-0-

Resolution No. R21-05: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement with OATS, Inc for Transportation Services

- *Alderman Bass moved to approve Resolution No. R21-05*
- *The Motion was Seconded by Alderman Totton*
  - Annual agreement to provide transportation 3 days a week for seniors and disabled persons; they are using grant money to subsidize this service
  - Alderman Cleaver asked for utilization rates for this service; Mr. Murphy stated it has remained steady; the city only pays for those that ride
  - Alderman Knox asked how this is being shared with our citizens; Mr. Murphy said this information has been shared in water bills, senior homes and senior luncheons when we had them
- *Resolution No. R21-05 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-05 Approved: 6-0-

Resolution No. R21-06: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Water Meters for the 2021 Meter Replacement Program

- *Alderman Cleaver moved to approve Resolution No. R21-06*
- *The Motion was Seconded by Alderman Headley*
  - We've participated in this program since 2010; we have increased this to 400 meters per year removing the oldest ones from the rotation; over time these meters do not function as properly

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- *Resolution No. R21-06 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-06 Approved: 6-0-

Resolution No. R21-07: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving the Third (3rd) of Three (3) Annual Payments to the Grain Valley Partnership per the Three (3) Year Cooperative Agreement Between the City and the Grain Valley Partnership

- *Alderman Headley moved to approve Resolution No. R21-07*
- *The Motion was Seconded by Alderman Bass*
  - This is an agreement with the partnership for 3 years; there were not any changes made to the agreement
- *Resolution No. R21-07 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-07 Approved: 6-0-

ITEM XI: ORDINANCES

Bill No. B20-39: An Ordinance Approving the Final Plat of East Kansas City Industrial Park-14th Plat

Bill No. B20-39 *was read by City Attorney Jeff Deane for the second reading*

- *Alderman Headley moved to accept the second reading of* ***Bill No. B20-39;*** *and approve it as ordinance #2532*
- *The Motion was Seconded by Alderman Totton*
  - *None*
- *Motion to accept the second reading of Bill No. B20-39 and approve it as Ordinance number #2532 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

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-Bill No. B20-39 BECAME ORDINANCE #2532: 6-0

Bill No. B20-40: An Ordinance Approving the Final Plat of Eagle Ridge Estates – 4th Plat

Bill No. B20-40 *was read by City Attorney Jeff Deane for the second reading*

- *Alderman Knox moved to accept the second reading of* ***Bill No. B20-40;*** *and approve it as ordinance #2533*
- *The Motion was Seconded by Alderman Headley*
  - *None*
- *Motion to accept the second reading of Bill No. B20-40 and approve it as Ordinance number #2533 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B20-40 BECAME ORDINANCE #2533: 6-0

Bill No. B20-41: An Ordinance Vacating 60-Foot Right-of-Way for Jefferson Street and Adjoining Utility Easements

Bill No. B20-41 *was read by City Attorney Jeff Deane for the second reading*

- *Alderman Stratton moved to accept the second reading of* ***Bill No. B20-41;*** *and approve it as ordinance #2534*
- *The Motion was Seconded by Alderman Knox*
  - *None*
- *Motion to accept the second reading of Bill No. B20-41 and approve it as Ordinance number #2534 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B20-41 BECAME ORDINANCE #2534: 6-0

Bill No. B20-42: An Ordinance to Amend the Future Land Use Map in the 2014 Comprehensive Plan

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Bill No. B20-42 *was read by City Attorney Jeff Deane for the second reading*

- *Alderman Totton moved to accept the second reading of* ***Bill No. B20-42;*** *and approve it as ordinance #2535*
- *The Motion was Seconded by Alderman Knox*
  - *None*
- *Motion to accept the second reading of Bill No. B20-42 and approve it as Ordinance number #2535 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B20-42 BECAME ORDINANCE #2535: 6-0

Bill No. B20-43: An Ordinance Changing the Zoning on Approximately 16.6 Acres From District M-1 (Light Industrial) to District R-1 (Single Family Residential) and Approximately 8.4 Acres From District M-1 (Light Industrial) to District R-2 (Duplex Residential)

Bill No. B20-43 *was read by City Attorney Jeff Deane for the second reading*

- *Alderman Cleaver moved to accept the second reading of* ***Bill No. B20-43;*** *and approve it as ordinance #2536*
- *The Motion was Seconded by Alderman Bass*
  - *None*
- *Motion to accept the second reading of Bill No. B20-43 and approve it as Ordinance number #2536 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B20-43 BECAME ORDINANCE #2536: 6-0

ITEM XII: CITY ATTORNEY REPORT

- Mr. Deane shared Mr. Lauber will be absent from the office next week

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy

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- The next meeting 1/25/21 will be virtual; still waiting for sound equipment

- Deputy City Administrator Theresa Osenbaugh
  - None
- Chief James Beale
  - The department has lost a couple of officers over the last couple of months; they started a new officer today; they are looking to bring a couple more on the end of this month; hoping to hire a police clerk by the end of the month as well; Mayor asked how close we are to being full staff; still down one officer
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - None
- Community Development Director Mark Trosen
  - Written Report
- City Clerk Jamie Logan
  - None

ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - None
- Alderman Rick Knox
  - None
- Alderman Jayci Stratton
  - Thank you to the Public Works staff and she appreciates that as well as those officers that stepped up over the holidays to fill in for other officers so they were not short staffed
- Alderman Nancy Totton
  - None

ITEM XV: MAYOR REPORT

- Mayor Chuck Johnston
  - Thanked the road crews over the snow event for doing a great job; he felt the entire staff did a great job

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ITEM XVI: EXECUTIVE SESSION

- None

ITEM XX: ADJOURNMENT

- The meeting adjourned at 7:28 P.M.

Minutes submitted by:

_____ _____
Jamie Logan Date
City Clerk

Minutes approved by:

_____ _____
Chuck Johnston Date
Mayor

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ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston		City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Jayci Stratton		Community Development Director Mark Trosen
Alderman Nancy Totton		City Clerk Jamie Logan
		City Attorney Jeff Deane

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	54.28
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,388.68
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	294.00
		HAMPEL OIL INC	CJC FUEL	227.30
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	281.47
			AFLAC-W2 DD PRETAX	200.47
		MIDWEST PUBLIC RISK	DENTAL	162.30
			OPEN ACCESS	476.00
			OPEN ACCESS	212.52
			HSA	366.40
			HSA	1,506.63
			HSA	20.85
			VISION	16.00
			VISION	35.33
			VISION	115.50
			VISION	14.47
		HSA BANK	HSA - GRAIN VALLEY, MO	320.62
			HSA - GRAIN VALLEY, MO	434.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	214.72
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	214.90
		ICMA RC	ICMA 457 %	315.15
			ICMA 457	391.29
			ICMA ROTH IRA	32.63
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,879.33
			SOCIAL SECURITY	4,399.71
			MEDICARE	1,028.99
			TOTAL:	20,755.59
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	180.49
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		WESTERN DIVISION MOCCFOA	HOLLAND 2021 DUES	10.00
			LOGAN 2021 DUES	10.00
		JACK A BOYER II	POLYGRAPH	275.00
		MIDWEST PUBLIC RISK	DENTAL	35.02
			HSA	239.97
			HSA	334.47
		HSA BANK	HSA - GRAIN VALLEY, MO	100.33
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION FEE	3,025.36
			ANNUAL SUBSCRIPTION	3,967.73
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	16.58
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	113.43
			MEDICARE	26.52
			TOTAL:	8,351.01
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	JAN 21 CLARITY	3,708.00
			FEB 21 CLARITY	3,708.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	5.17
		DUDE SOLUTIONS INC	ASSET ESSENTIALS SUBSCRIPT	1,653.11
		MIDWEST PUBLIC RISK	DENTAL	0.57
			HSA	9.39
		HSA BANK	HSA - GRAIN VALLEY, MO	2.35
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.46
			MEDICARE	0.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	9,090.86
BLDG & GRDS	GENERAL FUND	COMCAST - HIERARCY ACCT	CITY HALL	100.52
			CITY HALL	248.39
		ORKIN	12/18/2017 SERVICE	69.48
		GENERAL ELEVATOR	JANUARY SERVICE	147.00
		SC REALTY SERVICES	JANUARY 2021 SERVICES	1,062.27
		COMCAST	CITY HALL VOICE EDGE	577.17
			TOTAL:	2,204.83
ADMINISTRATION	GENERAL FUND	MISSOURI MUNICIPAL LEAGUE	2021 LEGISLATIVE CONF: MUR	270.00
			MML ANNUAL MEMBERSHIP	1,685.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	337.87
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	15.00
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		PITNEY BOWES	2) RED INK CART	169.98
		PURCHASE POWER	POSTAGE	2,000.00
		MIDWEST PUBLIC RISK	DENTAL	24.65
			DENTAL	0.90
			HSA	12.77
			HSA	409.69
		HSA BANK	HSA - GRAIN VALLEY, MO	62.78
			HSA - GRAIN VALLEY, MO	2.59
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	5.14
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	30.55
		ZOOM VIDEO COMMUNICATIONS	STANDARD PRO ANNUAL	115.57
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.20
			MEDICARE	52.65
			TOTAL:	5,877.18
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	263.86
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	2021 GFOA DUES: CRAIG	170.00
			2021 GFOA DUES: CHIESA	170.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	149.50
			HSA	324.03
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	24.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	165.20
			MEDICARE	38.63
			TOTAL:	1,444.46
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	165.83
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		MACA	2021 BOARDMAN DUES	60.00
			2021 WEEMS DUES	60.00
		WESTERN ASSN OF COURT ADMIN	2021 BOARDMAN DUES	40.00
			2021 WEEMS DUES	40.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	299.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	15.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	172.51
			MEDICARE	40.34
			TOTAL:	1,002.02
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.30
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	648.05
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	13.43
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	136.60
			MEDICARE	31.95
			TOTAL:	1,127.34
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	CT-29 CRYO-TECH SET	129.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	84.20
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	6.00
		OREILLY AUTOMOTIVE INC	NOZZLE	240.98
		MIDWEST PUBLIC RISK	DENTAL	18.01
			HSA	154.23
		HSA BANK	HSA - GRAIN VALLEY, MO	38.69
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	2.06
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	7.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	58.11
			MEDICARE	13.59
			TOTAL:	763.24
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,552.62
			MONTHLY CONTRIBUTIONS	306.06
		MO POLICE CHIEFS ASSOCIATION	BEALE MEMBERSHIP	225.00
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQUI	3,527.64
			PD LEASE VEHICLES AND EQUI	211.67
			01/15/21 IN-CAR SYSTEMS	2,314.61
			02/01/21 PD LEASE VEHICLES	3,534.98
			02/01/21 PD LEASE VEHICLES	204.33
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	252.00
		OREILLY AUTOMOTIVE INC	BATTERY	171.41
		STEVEN SMITH	500) BUSINESS CARDS: THOMP	60.00
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	291.02
			BULK GASOHOL/DIESEL	13.20
		MACA	2021 THOMPSON DUES	60.00
			2021 WALL DUES	60.00
		COMCAST	HIGH SPEED INERNET	149.85
		WESTERN ASSN OF COURT ADMIN	2021 THOMPSON DUES	40.00
			2021 WALL DUES	40.00
		RAD SYSTEMS	IIAMS RENEWAL	75.00
		MIDWEST PUBLIC RISK	DENTAL	126.00
			DENTAL	488.60
			OPEN ACCESS	378.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	1,640.00
			OPEN ACCESS	721.20
			HSA	1,478.10
			HSA	2,392.00
			HSA	3,888.30
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	900.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	102.74
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	334.48
		METRO FORD	ALTERNATOR	433.03
		CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION	159.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,046.80
			MEDICARE	712.57
		GEARZONE PRODUCTS	BREEDLOVE UNIFORM	379.43
		MISSOURI PEACE OFFICERS ASSN	2021 MEMBERSHIP DUES	500.00
			TOTAL:	34,858.79
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	113.18
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	14.20
		MIDWEST PUBLIC RISK	OPEN ACCESS	378.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	10.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	78.84
			MEDICARE	18.44
			TOTAL:	629.17
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	589.67
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	35.97
		AMERICAN WATER WORKS ASSN	MEMBERSHIP DUES	85.00
		INTERNATIONAL CODE COUNCIL INC	RUSSELL: BOOKS	950.82
		MIDWEST PUBLIC RISK	DENTAL	49.28
			DENTAL	10.21
			OPEN ACCESS	108.18
			HSA	818.52
			HSA	81.32
		HSA BANK	HSA - GRAIN VALLEY, MO	205.32
			HSA - GRAIN VALLEY, MO	14.25
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	13.77
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	54.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	399.58
			MEDICARE	93.45
			TOTAL:	3,509.59
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	GRAIN VALLEY PARTNERSHIP	GV PARTNERSHIP ANNUAL CONT	25,000.00
			TOTAL:	25,000.00
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.81
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	457.14
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.29
		MIDWEST PUBLIC RISK	DENTAL	21.76
			HSA	218.76
			HSA	36.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	8.00
			VISION	16.39
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	69.64
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	8.27
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	210.03
		ICMA RC	ICMA 457 %	177.25
			ICMA 457	593.59
			ICMA ROTH IRA	47.82
			ICMA ROTH IRA	4.37
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,181.36
			SOCIAL SECURITY	875.27
			MEDICARE	204.69
			TOTAL:	4,478.74
PARK ADMIN	PARK FUND	NETSTANDARD INC	JAN 21 CLARITY	618.00
			FEB 21 CLARITY	618.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	595.18
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	31.20
		COMCAST - HIERARCY ACCT	CITY HALL	9.78
			CITY HALL	41.56
			TYER	124.85
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	80.89
		MISSOURI PARK & REC ASSN	2021 MPRA AGENCY MEMBERSHI	650.00
			2021 MPRA CONFRENCE REGIST	1,020.00
		MIDWEST PUBLIC RISK	DENTAL	3.37
			DENTAL	83.41
			HSA	1,033.39
			HSA	85.00
			HSA	126.52
		HSA BANK	HSA - GRAIN VALLEY, MO	14.32
			HSA - GRAIN VALLEY, MO	229.27
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	10.69
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	55.81
		CANVA.COM	MONTHLY SUBSCRIPTION	12.95
		COMCAST	CITY HALL VOICE EDGE	96.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	378.05
			MEDICARE	88.40
			TOTAL:	6,006.84
PARKS STAFF	PARK FUND	CLARKS TOOL & EQUIPMENT	PLAYGROUND SPECIALITY TOOL	244.60
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	460.72
		ADVANCE AUTO PARTS	HEADLIGHT	25.99
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	36.00
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	897.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	12.33
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	39.63
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	312.33
			MEDICARE	73.05
			TOTAL:	2,380.65
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	12/28- 01/08 SILVERSNEAKER	100.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	120.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	159.00
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	12.00
		COMCAST - HIERARCY ACCT	COMM CENTER	242.74
		AMAZON.COM	DESK BELL SERVICE BELL	13.98
			LARGE TRASH BAGS	108.84
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		WEBSTAURANTSTORE	GRIDDLE	41.37
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	299.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		SC REALTY SERVICES	JANUARY 2021 SERVICES	177.05
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	4.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	14.60
		COMCAST	COMM CENTER VOICE EDGE	149.15
		MARY ALLGRUNN	12/29-01/07 LINE DANCING	37.80
		LINDA HOMBS	12/29-01/07 LINE DANCING	37.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	184.89
			MEDICARE	43.24
			TOTAL:	2,100.31
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	183.23
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.68
			OPEN ACCESS	26.39
			OPEN ACCESS	27.72
			HSA	83.44
			HSA	80.69
			HSA	79.37
			VISION	3.20
			VISION	2.40
			VISION	4.40
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	4.95
			HSA - GRAIN VALLEY, MO	75.84
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	16.85
		ICMA RC	ICMA 457 %	27.04
			ICMA 457	16.79
			ICMA ROTH IRA	30.29
		INTERNAL REVENUE SERVICE	FEDERAL WH	484.38
			SOCIAL SECURITY	333.24
			MEDICARE	77.93
			TOTAL:	1,622.06
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	JAN 21 CLARITY	370.80
			FEB 21 CLARITY	370.80
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	515.42
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	36.57
		COMCAST - HIERARCY ACCT	CITY HALL	3.27
			CITY HALL	25.25
			PW	22.67
			PW	33.99
			PW	61.32
		OREILLY AUTOMOTIVE INC	OIL/FUEL FILTER	20.51

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				1 GAL MOTOR OIL	11.99
				AIR FILTER	6.80
		COSENTINOS PRICE CHOPPER		SNOW TEAM B MEALS	8.64
		ORKIN		12/18/2017 SERVICE	5.95
				JAN 2021 SERVICE	11.63
		RICOH USA INC		PW C85162113	45.68
		HAMPEL OIL INC		BULK GASOHOL/DIESEL	27.35
				BULK GASOHOL/DIESEL	58.89
		DUDE SOLUTIONS INC		ASSET ESSENTIALS SUBSCRIPT	1,653.11
		MIDWEST PUBLIC RISK		DENTAL	17.83
				DENTAL	60.09
				OPEN ACCESS	124.59
				OPEN ACCESS	75.60
				OPEN ACCESS	108.18
				HSA	394.15
				HSA	116.76
				HSA	278.22
				HSA	309.61
		HSA BANK		HSA - GRAIN VALLEY, MO	29.29
				HSA - GRAIN VALLEY, MO	177.19
		SC REALTY SERVICES		JANUARY 2021 SERVICES	106.23
		NEW DIRECTIONS BEHAVIORAL		1ST QTR 2021	11.10
		THE LINCOLN NATIONAL LIFE INSURANCE CO		JAN 2021 DISABILITY	45.98
		CINTAS CORPORATION # 430		PW/WOLTZ UNIFORMS	31.32
		COMCAST		CITY HALL VOICE EDGE	57.73
				PARKS MAINT VOICE EDGE	35.28
				PW VOICE EDGE	23.78
		COMCAST		PUMP STATION INTERNET	22.99
		VIKING-CIVES MIDWEST INC		SNOW PLOW FOR WHEEL LOADER	15,286.00
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	333.24
				MEDICARE	77.95
				TOTAL:	21,013.75
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER		KC EARNINGS TAX WH	8.60
		MO DEPT OF REVENUE		MISSOURI WITHHOLDING	1,131.45
		FAMILY SUPPORT PAYMENT CENTER		DZEKUNSKAS CASE 41452523	120.00
		AFLAC		AFLAC PRETAX	36.16
				AFLAC-W2 DD PRETAX	57.33
		MISCELLANEOUS	BANKS, AMANDA	20-624380-02	76.28
			MCHARDIE, EDWARD	10-503360-03	0.10
			PERRY, JOHN M.	20-624520-00	0.51
			GATROST, BREEZ	20-588423-05	51.94
		MIDWEST PUBLIC RISK		DENTAL	91.46
				OPEN ACCESS	105.56
				OPEN ACCESS	129.36
				HSA	374.40
				HSA	631.39
				HSA	338.68
				VISION	12.80
				VISION	13.88
				VISION	22.02
				VISION	27.99
		HSA BANK		HSA - GRAIN VALLEY, MO	69.76
				HSA - GRAIN VALLEY, MO	417.52
		THE LINCOLN NATIONAL LIFE INSURANCE CO		JAN 2021 DISABILITY	117.12
		CITY OF GRAIN VALLEY -FLEX		FLEX - DEPENDENT CARE	161.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA RC	ICMA 457 %	188.95
			ICMA 457	190.83
			ICMA ROTH IRA	147.71
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,251.72
			SOCIAL SECURITY	2,098.81
			MEDICARE	490.86
			TOTAL:	10,364.92
WATER	WATER/SEWER FUND	NETSTANDARD INC	JAN 21 CLARITY	741.60
			FEB 21 CLARITY	741.60
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,616.18
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	109.53
		COMCAST - HIERARCY ACCT	CITY HALL	13.05
			CITY HALL	49.72
			PW	45.34
			PW	48.71
			PW	98.70
		OREILLY AUTOMOTIVE INC	OIL/FUEL FILTER	41.00
			1 GAL MOTOR OIL	23.99
			AIR FILTER	13.60
		COSENTINOS PRICE CHOPPER	SNOW TEAM B MEALS	17.26
		ORKIN	12/18/2017 SERVICE	11.91
			JAN 2021 SERVICE	23.26
		RICOH USA INC	PW C85162113	91.27
			PW 85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	54.70
			BULK GASOHOL/DIESEL	117.78
		DUDE SOLUTIONS INC	ASSET ESSENTIALS SUBSCRIPT	3,208.98
		MIDWEST PUBLIC RISK	DENTAL	60.15
			DENTAL	175.37
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.42
			HSA	884.30
			HSA	772.94
			HSA	1,088.49
			HSA	660.58
		HSA BANK	HSA - GRAIN VALLEY, MO	179.89
			HSA - GRAIN VALLEY, MO	463.20
		SC REALTY SERVICES	JANUARY 2021 SERVICES	212.45
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	34.11
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION FEE	1,512.68
			ANNUAL SUBSCRIPTION	1,983.86
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	148.38
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
		COMCAST	CITY HALL VOICE EDGE	115.43
			PW VOICE EDGE	47.54
		COMCAST	PUMP STATION INTERNET	45.97
		TYLER TECHNOLOGIES INC	JAN 21 MONTHLY FEES	97.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,049.38
			MEDICARE	245.40
			TOTAL:	17,674.90
SEWER	WATER/SEWER FUND	NETSTANDARD INC	JAN 21 CLARITY	741.60
			FEB 21 CLARITY	741.60
		CITY OF BLUE SPRINGS	QRTLY PRNCPL	139,293.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,616.11
		STANDARD INSURANCE CO	JAN 21 STANDARD LIFE	109.53
		COMCAST - HIERARCY ACCT	CITY HALL	13.05
			CITY HALL	49.72
			PW	45.34
			PW	48.71
			PW	98.70
		OREILLY AUTOMOTIVE INC	OIL/FUEL FILTER	41.00
			1 GAL MOTOR OIL	23.99
			AIR FILTER	13.60
		COSENTINOS PRICE CHOPPER	SNOW TEAM B MEALS	17.26
		ORKIN	12/18/2017 SERVICE	11.91
			JAN 2021 SERVICE	23.27
		RICOH USA INC	PW C85162113	91.27
			PW 85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	54.70
			BULK GASOHOL/DIESEL	117.78
		DUDE SOLUTIONS INC	ASSET ESSENTIALS SUBSCRIPT	3,208.98
		MIDWEST PUBLIC RISK	DENTAL	60.15
			DENTAL	175.39
			OPEN ACCESS	249.24
			OPEN ACCESS	151.20
			OPEN ACCESS	252.42
			HSA	884.32
			HSA	772.97
			HSA	1,088.52
			HSA	660.59
		HSA BANK	HSA - GRAIN VALLEY, MO	179.86
			HSA - GRAIN VALLEY, MO	463.17
		SC REALTY SERVICES	JANUARY 2021 SERVICES	212.45
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2021	34.11
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION FEE	1,512.68
			ANNUAL SUBSCRIPTION	1,983.86
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2021 DISABILITY	148.38
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
		COMCAST	CITY HALL VOICE EDGE	115.43
			PW VOICE EDGE	47.54
		COMCAST	PUMP STATION INTERNET	45.97
		TYLER TECHNOLOGIES INC	JAN 21 MONTHLY FEES	97.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,049.41
			MEDICARE	245.48
			TOTAL:	156,968.77
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	115.57
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	270.00
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	950.82
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	1,847.14

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	CURRY, JOHN	US REFUNDS	43.36
		HALLIDAY, ADAM	US REFUNDS	30.84
		JENKINS, TAMMY	US REFUNDS	37.72
		SELCK, JANICE	US REFUNDS	15.54
		PUCKETT, BETTY	US REFUNDS	82.53
		DPF CLEANING SOLUTIONS	US REFUNDS	64.22
		TYNER, BRANDON	US REFUNDS	61.46
		LOCKLER, TAYLOR	US REFUNDS	15.54
		NIX, CLIFTON L	US REFUNDS	21.90
		ROSS, JAMES	US REFUNDS	63.75
		NEWMAN, ZACHARY	US REFUNDS	6.82
		GORRELL, SARA	US REFUNDS	15.54
		BLEVINS, RICHARD	US REFUNDS	15.54
		K&H COMMUNICATIONS	US REFUNDS	881.14
			TOTAL:	4,539.43

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

100	GENERAL FUND	89,614.08
170	TOURISM TAX FUND	25,000.00
200	PARK FUND	14,966.54
210	TRANSPORTATION	22,635.81
600	WATER/SEWER FUND	186,364.49
999	POOLED CASH FUND	3,183.53
	GRAND TOTAL:	341,764.45

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 1/02/2021 THRU 1/15/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

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CITY OF GRAIN VALLEY
DESTRUCTION CERTIFICATE

The City of Grain Valley follows the rules set by the Missouri Secretary of State's Office. The Missouri Secretary of State's Office oversees document retention in Missouri's political subdivisions in accordance Missouri Revised Statutes Chapter 109, Section 255. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed.

Each City department reviewed the manual and provided the City Clerk's office with the list of documents below available for destruction per the Missouri Records Retention Manual.

Retention Schedule Number	Type of Document	Quantity/Series	Department
GS055	Bid Records	1973, 2011	Parks, Administration
GS007	Accounts Payable	1973-1976, 1993, 1999, 2000, 2001-2002, 2010-2013, 2006	Parks, Finance
GS054	Fixed Assets Inventory	1981, 1992	Parks/Administration
GS044	Commissions & Appointments Boards and Committees	1972-1981	Parks
GS012	Correspondence General	1971, 1972, 1973, 1975,1989, 1991,1997, 1998, 1999, 2000, 2001, 2007-2010, 2018	Parks, Administration, Legal, Human Resources
GS022	Public Notice Records	1973, 1987-1993, 1996	Parks, City Clerk, Community Development
GS056	Insurance Policy Records	1973, 2004-2010	Parks, Human Resources
GS057	Policy & Procedure Files	2009-10	City Clerk
N/A	Plannersweb.com brochures/publication/copy of code for planning and zoning/copies of Engineering Department presentation; Jackson County Brochures	1997, 2005, 2001	Elected
GS007	Accounts Payable	2001-2002, 1994-1996, 2002	Parks
GS054	Fixed Assets Inventory	1995, 2005, 1994, 1992, 1990, 19911997-2008	No longer own
GS055	Bid Records	1991-1992, 2001, 2003-2005, 2010-2011, 1970-1980	City Clerk

GS058	Litigation Case Files	1988, 1990-1991, 1994-1998, 1999, 2000, 2001, 2004, 2006, 2009	City Clerk
GS021	COPIES of Executive Session Minutes, memos /notes 1997, 1999, 1996	1994-1996, 1999, 1996, 1995	City Clerk
GS083	Safety Incident Report	1985	Human resources
GS012	Correspondence- General	1989-1992, 2000-2003, 2006,2007,2009 1994-1995	City Clerk
GS063	Position Description, Classification, & Compensation records	2009	Human Ressources
GS060	Contracts, leases, and agreements	1971, 1988, 1991, 1993,2002, 2003, 2005, 2006, 20 07, 2008, 2009, 2010	Court, City Clerk
GS057	Insurance Claims Files	2004	
GS074	Audit Reports Non-Financial *supporting documents (water test results)	1995	Public Works
GS066	Public information requests	2004, 2013	City Clerk
GS050	Permits and Licenses	2016, 2004, 2011, 2008, 2010-2011, 1996	City Clerk
GS052	Building applications & permits	1984-1990	City Clerk
GS040	Grant Records	1971, 1980-84,1991-1992	City Clerk
GS096	Waste Plans	1986	City Clerk
0706	Bonds and Coupons	1962, 1971	City Clerk
0750	Tax Assessments Notices	1978-1980	City Clerk
GS055	Bid Records	1980, 1996, 2001	City Clerk
GS044	Commission & Appointment Records	1978-1985	City Clerk
1203	Rezoning Requests		Community Development
GS032	Employee benefit records/retirement plan files	2000	Human Resources
0039	Petitions	2002	City Clerk
028.006	Ballot Preparation Records	2004-2008, 1997	
0003	Annexation Records (keep 6 years)	2012, 2007, 1999	City Clerk
GS050	Business License records	2017-6/30/18	City Clerk
GS040	Grant Records (old application packet)	1996	City Clerk
GS022	Public Notice	1990-1992	City Clerk
GS066	Public Information Requests (Sunshine req)	2008	City Clerk

GS055	Bid Records	2004, 2010, 2011, 2013	Human Resources
GS056	Insurance Policy Records	2005-2014	Human Resources
GS047	Policy & Procedure Files	2010	Human Resources
0039	Petitions	2005	Community Development
GS090	Unemployment Insurance Case Files	2005 - 2015	Human Resources
GS091	Worker's Compensation Case File	2000 - 2009	Human Resources
GS065	Participant Registration and Attendance Records	2015	Human Resources
GS010	Banking and Investment Records	2006 - 2010	Finance
GS022	Public Notice Records	2016, 2017	City Clerk
028.009	Candidacy Records	1991-2007	City Clerk
GS049	Complaint Records	2000, 2005	City Clerk
GS056	Insurance Policy Records	2012	Human Resources

Approved via Consent Agenda this _____ day of _____, *2021*.

By:

_____
Chuck Johnston
Mayor

Attest:

_____
Jamie Logan
City Clerk

Staff witnessed the destruction of the above records via _____ on this _____ day of _____ _____, 20___ in accordance with the practice outlined by the Secretary of State's office above.

This list serves as the permanent record and be attached to the minutes for this regularly scheduled Board of Aldermen meeting.

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CITY OF GRAIN VALLEY
DESTRUCTION CERTIFICATE

The City of Grain Valley follows the rules set by the Missouri Secretary of State's Office. The Missouri Secretary of State's Office oversees document retention in Missouri's political subdivisions in accordance Missouri Revised Statutes Chapter 109, Section 255. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed.

Each City department reviewed the manual and provided the City Clerk's office with the list of documents below available for destruction per the Missouri Records Retention Manual.

Retention Schedule Number	**Type of Document**	**Quantity/Series**	**Department**
GS008	Cash Collections Registers, Cigarette Taxes, Misc. Revenue, and Returned Checks	2015	Finance
GS007	Accounts Payable	2013-2014	Finance

Approved via Consent Agenda this __ day of _____, *2021*

By:

_____
Chuck Johnston
Mayor

Attest:

_____
Jamie Logan
City Clerk

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DESTRUCTION CERTIFICATE

The City of Grain Valley follows the rules set by the Missouri Secretary of State's Office. The Missouri Secretary of State's Office oversees document retention in Missouri's political subdivisions in accordance Missouri Revised Statutes Chapter 109, Section 255. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed.

Each City department reviewed the manual and provided the City Clerk's office with the list of documents below available for destruction per the Missouri Records Retention Manual.

Retention Schedule Number	**Type of Document**	**Quantity/Series**	**Department**
Court Operating Rule 8	Court Files January 1, 2016-December 31, 2017.	Citations 140477845-140480646	COURT

Approved via Consent Agenda this _____ day of _____, *2021.*

By:

_____
Chuck Johnston
Mayor

Attest:

_____
Jamie Logan
City Clerk

Staff witnessed the destruction of the above records via SHRED EVENT on this 18th day of February 2021 in accordance with the practice outlined by the Secretary of State's office above.

This list serves as the permanent record and be attached to the minutes for this regularly scheduled Board of Aldermen meeting.

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CITY OF GRAIN VALLEY
DESTRUCTION CERTIFICATE

The City of Grain Valley follows the rules set by the Missouri Secretary of State's Office. The Missouri Secretary of State's Office oversees document retention in Missouri's political subdivisions in accordance Missouri Revised Statutes Chapter 109, Section 255. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed.

Each City department reviewed the manual and provided the City Clerk's office with the list of documents below available for destruction per the Missouri Records Retention Manual.

Retention Schedule Number	**Type of Document**	**Quantity/Series**	**Department**
GS058	Bankruptcy Files	2013 and before	Water
GS020	Work Orders- Billing/Reads	2001-2012	Water

Approved via Consent Agenda this _____ day of _____, *2021.*

By:

_____
Chuck Johnston
Mayor

Attest:

_____
Jamie Logan
City Clerk

Staff witnessed the destruction of the above records via _____ on this _____ day of _____ _____, 20___ in accordance with the practice outlined by the Secretary of State's office above.

This list serves as the permanent record and be attached to the minutes for this regularly scheduled Board of Aldermen meeting.

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	01/25/2021	
BILL NUMBER	R21-08	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MIDWEST POOL MANAGEMENT FOR THE MANAGEMENT OF THE GRAIN VALLEY AQUATIC CENTER FOR THE 2021, 2022, AND 2023 SEASONS**	
REQUESTING DEPARTMENT	PARKS & RECREATION	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	2021: $113,250.00 2022: $119,435.00 2023: $125,370.00
	Budget Line Item:	200-26-76050
	Balance Available	$113,250.00 (approved in 2021 budget)
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide safe and quality pool management services	
BACKGROUND	Midwest Pool Management has provided pool management services to the City of Grain Valley since the 2009 pool season.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	The Request for Proposals (RFP) was posted in the Independence Examiner for a period of 5 days.	
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memo, Invitation to Bid, Submitted Proposal & References

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

January 25, 2021

RESOLUTION NUMBER
R21-08

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MIDWEST POOL MANAGEMENT FOR THE MANAGEMENT OF THE GRAIN VALLEY AQUATIC CENTER FOR THE 2021, 2022, AND 2023 SEASONS

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to providing quality facilities and services that promote a safe environment to citizens; and

WHEREAS, the contract for pool management services expired after the 2020 season, prompting the need to request proposals from qualified pool management entities for the 2021, 2022, and 2023 seasons; and

WHEREAS, Midwest Pool Management submitted a qualified and valid proposal within the timeframe set forth; and

WHEREAS, Midwest Pool Management has a proven record in providing quality management services for municipal aquatic facilities.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Midwest Pool Management for management of the Grain Valley Aquatic Center for the 2021, 2022, and 2023 seasons.

PASSED and APPROVED, via voice vote, (____- _____) this _____ Day of ____, 2021.

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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Grain Valley, Missouri
Come Home To Opportunity

Parks & Recreation Department
713 S. Main Street
Grain Valley, MO 64029
816-847-6230
www.cityofgrainvalley.org

To: Ken Murphy, City Administrator
From: Shannon Davies, Director of Parks & Recreation
Date: January 25, 2021
Subject: Pool Management Agreement with Midwest Pool Management

---

A "Request for Proposals" was advertised this past July for Pool Management Services for the Grain Valley Aquatic Center for the next 3 swimming seasons (2021, 2022, and 2023). We received one proposal from Midwest Pool Management (MPM), which is attached to this resolution for your review. The 3-year cost to enter into an agreement with MPM is listed below:

Contractor	Expenses	2021	2022	2023
Midwest Pool Management	Salaries	$62,425.00	$66,875.00	$70,945.00
	Management/Maintenance	$50,825.00	$52,560.00	$54,425.00
	Total Annual Fee	**$113,250.00**	**$119,435.00**	**$125,370.00**

Some important things to note:

1. The total management fee is a "Not to Exceed" amount. We are not charged labor, supplies, etc., when the pool is closed or when it opens late/closes early due to inclement weather or low attendance.
2. Last season, we received a $14,278.00 reimbursement at the end of the season.
3. This contract includes staff wages for facility lifeguards, head guards and facility managers in addition to all pool chemical costs, routine maintenance, lifeguard training and equipment/apparel, a third-party audit, insurance and much more.
4. The increase annually is in large part due to the annual increase in Minimum Wage that will continue through 2023.
5. The City will continue to oversee pool concession operations, aquatic programs, classes and special event as well as private pool rentals.

MPM has provided pool management services for the City of Grain Valley since 2009. We feel that MPM exceeds the qualifications for the successful operation of the Grain Valley Aquatic Center and has a track record of providing quality, aquatic services to our citizens. Below are some key points to consider:

1. MPM has been managing municipal aquatic facilities since 1967.

2. MPM currently has pool management contracts with bigger municipal aquatic facilities in Kansas City, Independence, Belton and Warrensburg as well as small municipal aquatic facilities in Odessa and Cameron.
3. MPM is local with their corporate office in St. Louis and a satellite office in Independence, which allows for a quick response time to our aquatic facility when the need arises.
4. Several of MPM's managers used to work for park and recreation agencies. They understand the challenges we face when working with publicly funded facilities and the obligation to be fiscally responsible with municipal tax dollars.
5. MPM always recruits employees from within the City first, advertising local and setting-up recruitment booths at the local high school cafeteria.
6. With MPM operating so many aquatic facilities close by, they are able to pull lifeguards from other facilities and fill-in here if needed. This helps the City by avoiding lifeguard fatigue due to long shifts and overtime wages but also allows us to keep the facility open and fully staffed.
7. An impromptu, third-party safety audit is conducted during the season with results provided to both MPM and City staff.
8. Each month, a minimum of 4 hours of documented, in-service training is conducted.
9. Westport Pools, a sister company of MPM will be responsible for the winterizing and un-winterizing of the facility, daily maintenance, and repair issues that may arise. Westport Pools will annually make thorough system evaluations and recommendations for replacement or repair for the current pool season as well as in the future. These costs are included in the contract.
10. When it comes time to replace or purchase new equipment or pool related amenities, we are able to purchase these items at the discounted contractor's pricing through MPM.
11. MPM's focus is in the pool industry so they make sure their staff are always up to date on new legislation, advancements in technology, and updated training.

In summary, we feel that Midwest Pool Management will ultimately provide the highest level of service, professionalism and safety for the citizens of Grain Valley and their track record with us over the past 12 seasons has shown just that. MPM states that their; "primary objective is to develop a partnership with the City of Grain Valley to best serve the residents of the community by creating a safe and enjoyable environment that will earn the repeat business of our community's patrons." It is our facility and we will not lose any control or authority. In fact, contracting with MPM will allow us to devote our resources to more administrative and planning functions. They know that their staff will be perceived as our staff and as such, they should represent the municipality with the highest professional standards.

Thank you for your time and consideration.

Shannon Davies
Director of Parks & Recreation

The Examiner

Serving Eastern Jackson County
410 S. Liberty Independence, MO 64050
legals@examiner.net
(816) 254-8600 **FAX: (816) 836-3805**

In Account With:

ATTN: CITY CLERK
CITY OF GRAIN VALLEY

711 MAIN ST
GRAIN VALLEY MO 64029

LEGAL PUBLICATION INVOICE

For proper credit, please return one copy of invoice with payment.

Account #: a1155 Insertion order #: 123982 P.O. # Billing Date: 7/14/2020

FIRST PUB DATE	LAST PUB DATE	DESCRIPTION	TYPE	# TIMES PUB	LINES	COLUMN INCHES	RATE	TOTAL DUE
7/14/2020	7/18/2020	Bid: Pool Management Services	City Notice	5	40	4		294.00
		Miscellaneous charges						
		Adjustments						
		DUE AND PAYABLE UPON RECEIPT						$294.00

Thank You! *We Appreciate Your Business*

GATEHOUSE MEDIA MISSOURI HOLDINGS II, INC.
FED I.D. #26-1388013

For your convenience, a clipping of this publication is attached below:

NOTICE OF BID
Contract #2020-02
Bid's for the City of Grain Valley Aquatic Center, "Pool Management Services" will be received at
City of Grain Valley
Attention: Shannon Davies
711 S. Main St.
Grain Valley, Missouri 64029
no later than
2:00 P.M. on August 6, 2020
BID packet may be received at City's web site
www.cityofgrainvalley.org
816-847-6231
Publish: July 14, 15, 16, 17, 18, 2020

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MIDWEST POOL MANAGEMENT

August 8, 2020

Mr. Shannon Davies
Director of Parks and Recreation
City of Grain Valley
711 Main Street
Grain Valley, MO 64029

Dear Shannon,

Midwest Pool Management is pleased to submit our proposal for pool management services for the Grain Valley Aquatic Center.

Over the past few years, we have established a strong core of returning staff, the majority of whom are residents of your community. We are sensitive to budget constraints, and cost recovery goals, but know that managing risk is by far the paramount goal.

Our knowledge and experience with the City of Grain Valley translates into the development of a lean, efficient method to staff your facility without compromising the safety of the patrons. We are able to accomplish this without putting too few lifeguards at stations or skimping or skipping monthly in-service training or allowing inadequate time to address the maintenance and cleaning requirements of facility.

As your partner; we are cost effective in the operation of your aquatic facility without compromising the safety of your residents by understaffing the facility. Our ability to deliver on this promise is evidenced year-after-year when actual salaries worked are less than the Maximum Salary Budget, saving the City thousands of dollars each year. We will continue to look for opportunities to create efficiencies in the facility operation, thereby reducing the City's cost to operate and by increasing opportunities for revenue enhancement.

The attached submittal further outlines the depth of our organization, our experience and our philosophy of operation.

We value our relationship with the City of Grain Valley and would like to continue that partnership long into the future.

Please don't hesitate to contact us should you have any questions.

Sincerely,

Chad Beasley
Executive Division Manager

Crissy Withrow
Vice President



GRAIN VALLEY AQUATIC CENTER MANAGEMENT
REQUEST FOR PROPOSAL
GRAIN VALLEY PARKS AND RECREATION
AUGUST 6, 2020

MIDWEST POOL MANAGEMENT

12500 E US Highway 40 Suite L • Independence, MO 64055
Office 816-350-2628 • Fax 816-350-2922 • www.MidwestPool.com

MIDWEST POOL MANAGEMENT

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Section 2	Aquatic Management Staff Information
Section 3	Corporate Management Staff Key Personnel
Section 4	Recruitment, Training and Retention of Staff
Section 5	Proposed Compensation Schedule for Staff
Section 6	Proposed Compensation
Section 7	Clarifications/Potential Cost Savings
Section 8	Copy of RFP and Completed Bid Forms

SECTION 1

MIDWEST POOL MANAGEMENT

CURRENT MUNICIPAL CLIENTS

Kansas City- The Springs At Tiffany Hills

An outdoor municipal waterpark that includes a 50 meter pool with a movable bulkhead, two water slides, a lazy river, zero depth entry with an interactive play feature, and a spray area. The Springs is a premier competitive swimming venue in the Kansas City area.

Owner: City of Kansas City and Platte County
Contact: Doug Schroeder (816) 516-7650





City of Kansas City, MO-9 Neighborhood Aquatic Facilities

Mostly traditional pools, the neighborhood pools within the City of Kansas City vary is size and shape. Some have additional water features such as spray systems and children's areas.

Owner: City of Kansas City, Missouri
Contact: Doug Schroeder (816) 516-7650

KANSAS CITY NEIGHBORHOOD POOLS MANAGED BY MIDWEST POOLMANAGEMENT

Swope	Gillham	Brush Creek	Arbor
Grove	Budd	Ashland	West Terrace
			Line Creek





MIDWEST POOL MANAGEMENT

City of Kansas City- The Bay Water Park

This state of the art water park opened in May 2012 and features many firsts for the Kansas City area, a wave generating lazy river and a swirlbowl slide. This park also boasts a lap pool with a basketball goal and floatable animals, a water playground, and 2 tube slides.

Owner: City of Kansas City, Missouri
Contact: Doug Schroeder (816) 516-7650





Warrensburg, MO, Rec Center and Nassif Outdoor Aquatic Center

An indoor aquatic center in a recreation center and a newly remodeled outdoor waterpark. These facilities feature water slides, lap lanes, interactive play, and the outdoor facility has a long lazy river.

Owner: City of Warrensburg, Missouri
Contact: Danielle Fesler (660) 747-7178





MIDWEST POOL MANAGEMENT

City of Independence-Adventure Oasis

This facility includes a competition pool, water slides, lazy river, and interactive play equipment.

Owner: City of Independence, Missouri
Contact: Eric Urfer Director (816) 325-7361





City of Grain Valley, MO

A suburban facility that includes a 25-meter lap pool area with a connected zero depth entry, kiddie frog slide, double flume slide, and floatable toys.

Owner: City of Grain Valley, MO
Contact: Shannon Davies (816) 847-6230





MIDWEST POOL MANAGEMENT

City of Odessa, MO

A suburban facility that includes a 25-meter lap pool area with a connected zero depth entry, kiddie slide, double flume slide, and single flume slide.

Owner: City of Odessa, MO
Contact: Lindsey Adams (816) 633-8364

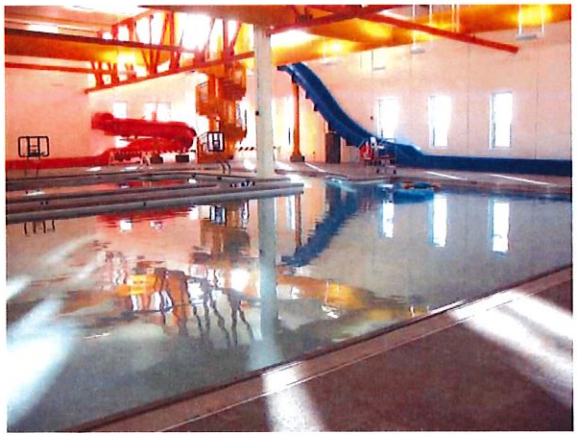




City of Belton, MO

New Client to Midwest Pool Management in 2020! Indoor pool features leisure pool with slides river and water features as well as a competition pool. Outdoor leisure pool features a zero entry, children's play area, river and slides.

Owner: City of Belton, MO
Contact: Brian Welborn (816) 348-7400





MIDWEST POOL MANAGEMENT

Cameron, MO

New client for Midwest Pool Management in 2020! Pool features include a large competition pool with dining boards and slide and children's pool.

Owner: City of Cameron, MO
Contact: Drew Bontrager (816) 632-2177





Arnold Recreation Center and Municipal Pool

Indoor leisure pool with slide, play structure, lap lanes and river. Outdoor leisure pool contains river, small slides, play structure and kiddie pool with attached spray pad.

Owner: City of Arnold, Missouri
Contact: Dave Crutchley (636) 282-2380



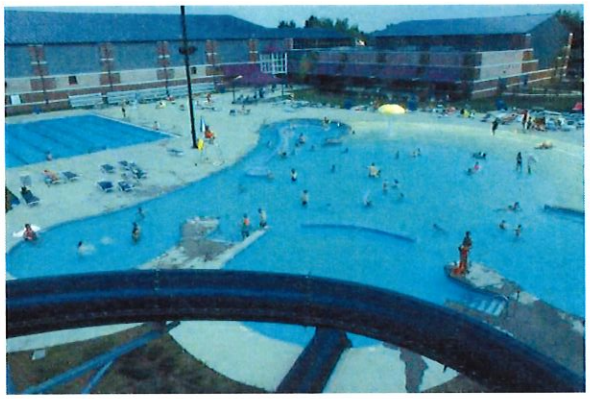


MIDWEST POOL MANAGEMENT

Webster Groves Aquatic Center

L-shaped competition pool with diving tank, a zero depth entry tot pool with interactive play structure, and a zero depth entry leisure pool with a tube slide, lazy river, and raindrop fountain.

Owner: City of Webster Groves, Missouri
Contact: Scott Davis (314) 963-5634





City of Ellisville, MO – The Edge

Outdoor aquatic center with an 8 lane competitive pool, two one meter diving boards, zero depth entry leasure pool with vanishing edge and underwater benches. A separate play pool has interactive play features.

Owner: City of Ellisville, Missouri
Contact: Lisa Blumer (636) 227-7508





MIDWEST POOL MANAGEMENT

January Wabash Park Pool

Features a leisure pool with current channel and play structure, water slides, competition pool and splash pad.

Owner: City of Ferguson
Contact: Dave Musgrave (314) 524-4721





Center of Clayton

Indoor pool with competition pool and leisure pool. Leisure pool has large slide, river, water feature and lap lanes.

Owner: City of Clayton
Contact: Patty DeForrest (314) 290-8460



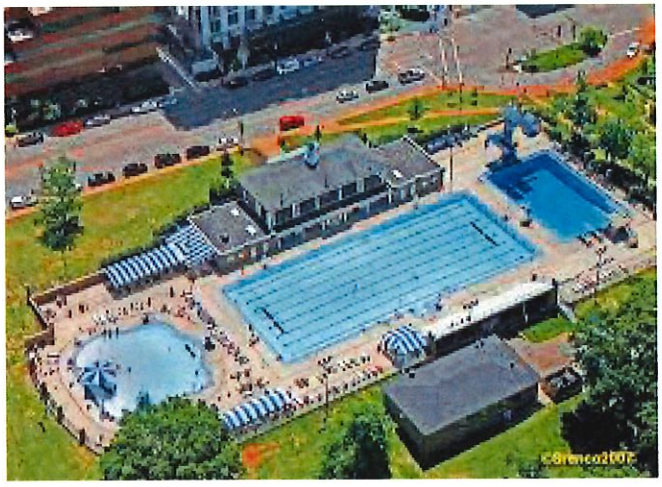


MIDWEST POOL MANAGEMENT

Clayton Shaw Park

This facility is an outside seasonal facility featuring a competition pool, a deep dive well and children's pool.

Owner: City of Clayton
Contact: Patty DeForrest (314) 290-8460





City of Troy

Features a leisure pool with play feature, current channel, water slide, competition pool and splash pad.

Owner: City of Troy
Contact: Ryan Howell (636) 462-7605





MIDWEST POOL MANAGEMENT

City of Shrewsbury

This is an outdoor municipal facility that has a competition pool and a leisure pool with zero depth entry, interactive play structure, lazy river, flume slide, and a vortex.

Owner: City of Shrewsbury, Missouri
Contact: Chris Buck (314) 647-1003





Whitecliff Park Aquatic Complex

This is an outdoor facility that includes a competition pool, lazy river, two water slides, water spray toys, tumbling buckets and lily pad walk.

Owner: City of Crestwood, Missouri
Contact: Eilien Ramirez (314) 729-4861





MIDWEST POOL MANAGEMENT

Agnes Nolting Memorial Pool

An outdoor 50-meter pool with a separate leisure pool with water slides and interactive play features.

Owner: City of Washington, Missouri
Contact: Wayne Dunker (636) 390-1080





City of Pacific, MO

A traditional facility that includes a 25 yard competition pool area with a dive well.

Owner: City of Pacific, MO
Contact: Steve Roth (636) 271-0500



MIDWEST POOL MANAGEMENT

Carbondale Park District

Features a leisure pool with current channel, water slide, competition pool and splash pad.

Owner: Carbondale Park District
Contact: Kathy Renfro (618) 529-4147





The Heights

Currently under renovation, the new pool will feature lap lanes, lazy river, spa, sauna and plash pad.

Owner: City of Richmond Heights, Missouri
Contact: Theresa Probsting (314) 655-3650



MIDWEST POOL MANAGEMENT

Maplewood Family Aquatic Center

Outdoor pool featuring large competition pool, 3 meter diving board and leisure pool with river, slides and zero entry.

Owner: City of Maplewood, Missouri
Contact: Theresa Probsting (314) 655-3650





Kirkwood Recreation Station

Features a competition pool with diving boards, large lazy river, 2 slides, kiddie pool with play structure and leisure pool.

Owner: City of Kirkwood
Contact: Kyle Henke (314) 822-5855





MIDWEST POOL MANAGEMENT

Schroeder Park Pool

This is an outdoor facility that includes a competition pool, lazy river, two water slides, water spray toys, children's pool.

Owner: City of Manchester
Contact: Kat Douglas (636) 391-6326

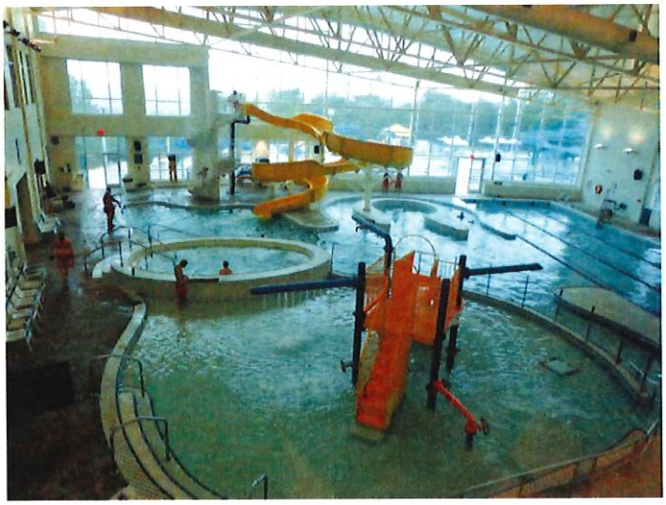




Riverchase of Fenton

Indoor leisure pool with slide, river, children's play structure, lap lanes and spa. Outdoor pool with large competition pool and leisure pool with lazy river, play structure and slide. Features also include zero depth entry and mushroom water feature.

Owner: City of Fenton
Contact: Tye Lydon (636) 343-0067



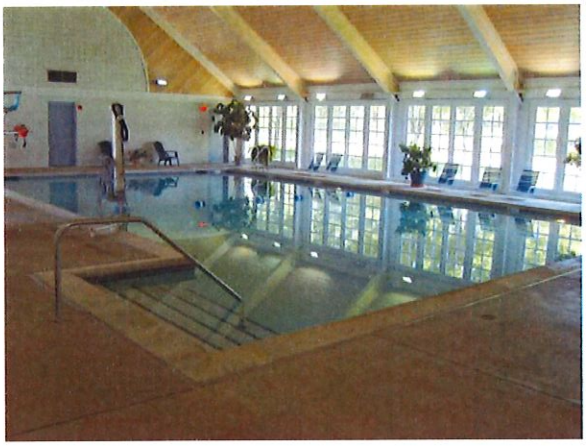


MIDWEST POOL MANAGEMENT

Jack Rehagen Memorial Pool

Traditional indoor pool with spa. Outdoor pool features competition pool with diving board, slide with separate catch pool and kiddie pool with play features.

Owner: City of St. Ann
Contact: Tim Younker (314) 428-6888



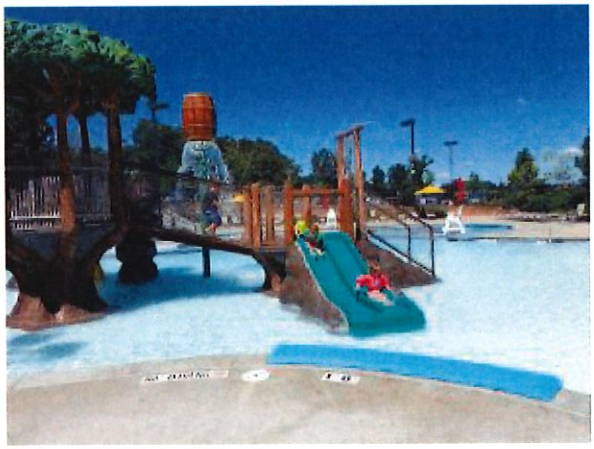


The Timbers of Eureka

Outdoor leisure pool with interactive play structure, zero entry, river, lap lanes and run out slide.

Owner: City of Eureka
Contact: Missy Myers (636) 938-6775





QUALIFICATIONS OF AQUATIC STAFF

Lifeguard (will hire 10-12 for 2021 season)

The first and most important responsibility for all lifeguards is to promote safety and perform when a rescue is necessary. Lifeguards must be able to react to life threatening situations as trained by Starfish Aquatics in the Lifeguard Training course (including CPR and First Aid). All lifeguards attend four hours of in-service training per month during their employment.

Lifeguards must:

- Complete requirements for the Starfish Aquatics Training Program.
- Recognize and reach a guest in distress within 30 seconds.
- Recognize areas of potential danger.
- Keep the pool(s) clean.
- Keep the bathrooms and bathhouse clean.
- Keep the pool area/perimeter picked up and clean.
- Communicate with staff members and guests.
- Be professional.
- Enforce the pool rules consistently.

Manager (will hire 1 facility manager and 1 assistant managers for 2021 season)

Managers are responsible for all of the above requirements and duties as well as assigning and overseeing other pool staff. As the person in charge of their facilities operation, it is very important that a manager sets a good example for the staff and patrons. People look to the Manager for answers and direction. The manager on-duty may be required to perform various other tasks depending on the facility they are assigned to.

A Manager may have all of the following extra duties:

- Make bank deposits.

- Complete and submit paperwork.
- Pick up supplies.
- Order chemicals (such as chlorine, DE, etc.)
- Conduct in-service training.
- Fill out daily checklists.
- Account for all pool keys.

Managers will communicate closely with the Field Supervisor and/or District Manager. A good Manager is vital to a successful season.

Field Supervisors (4 - 6 in the Kansas City district)

Supervisors are personnel who have been specially trained to handle in-the-field problems, including mechanical, chemical, and staff situations. Supervisors also perform frequent unannounced inspections of our facilities to make sure that company standards for safety and cleanliness are always maintained. Supervisors report directly to the District Manager and work very closely with them to make sure our pools run smoothly.

QUALIFICATIONS OF CORPORATE MANAGEMENT STAFF

Bert Forde, President, Midwest Pool Management

Bert has over 40 years of experience in operating commercial aquatic facilities. Midwest Pool Management manages over 70 commercial facilities in the St. Louis and Kansas City areas and employs over 1,800 lifeguards. She served on the National Executive Advisory Board for Starfish Aquatics. She is also a member of the St. Louis County Health Department Aquatic Advisory Committee. An active member of the Missouri Park and Recreation Association and recipient of MPRA Aquatic Section's Distinguished Service Award. Bert is a Certified Pool Operator Instructor for the National Swimming Pool Foundation. Other professional involvement includes past President of the National Pool Management Association and speaker at state and national conferences.

Chad Beasley, Executive Division Manager

Chad began as a lifeguard and pool manager for Midwest Pool Management in 2007 and has progressed through the ranks, gaining invaluable hands-on experience and knowledge. He has been promoted by merit throughout his 13-year tenure with our company. In his most recent role, as Director of Operations, Chad provided mentoring and supervision for each of the 20+ aquatic facilities we manage in the Kansas City metropolitan area. Chad has been a presenter at State and local conferences. He is a Certified Pool Operator through the National Swimming Pool Foundation and a three-star StarGuard Lifeguard Instructor Trainer. Chad has been an active member in the Kansas City Metro Aquatic Council (KCMAC) since 2009. He has also been involved in Aquatics Leaders Adventure (ALA) during that time. KCMAC is a group of aquatic professionals in the Kansas City metro area who meet regularly to share experience and knowledge about all things Aquatic related. ALA hosts an annual conference each year focused on the professional development of young aquatic professionals.

Crissy Withrow, Vice President

Crissy has been active with MPM and Westport Pools since 1996. She has served as lifeguard, manager, and supervisor of pools and waterparks. She graduated from the University of Missouri-Columbia. She worked for three years as Project Manager for Westport's pool construction division. She is a Certified Pool Operator Instructor and is a StarGuard Lifeguard Training Instructor Trainer. Crissy is active with the Aquatic Section of the Missouri Park and Recreation Association and will serve as the upcoming

section President. She is a Certified Pool Operator Instructor for the National Swimming Pool Foundation. Her front-line experience coupled with her knowledge of aquatic systems is very valuable.

Jennifer Jimerson, District Manager

Jennifer has been with MPM since 2014 and has held positions of increasing responsibility ever since. She hires and trains the management staff and works with the field supervisors in the field to ensure our facilities are safe and professional. Jennifer also leads our lifeguard training program in Kansas City and is a Starguard Lifeguard Instructor Trainer as well as a Certified Pool Operator from the National Swimming Pool Foundation.

Ashley Look, District Manager

Ashley has been with MPM since 2020 and comes to MPM with experience in pool management, lifeguard training, swim coach as well as programming experience in her previous roles in aquatics before joining MPM. She hires and trains the management staff and works with the field supervisors in the field to ensure our facilities are safe and professional.

Jacob Chichuk, Maintenance Technician

Jacob has been full time with MPM since 2020 but originally started with MPM as a lifeguard in 2008. Since then he has held various positions with the company gaining experience as a manager, field supervisor and lifeguard instructor with our organization. He is a Certified Pool Operator from the National Swimming Pool Foundation. Jacob is responsible for overseeing the mechanical and maintenance operations of our facilities and coordinating larger service issues applicably with contractors.

SECTION 4

MIDWEST POOL MANAGEMENT

STAFF RECRUITMENT

Midwest Pool Management uses a variety of methods to recruit the over 1800 staff members that we employ annually. Among those are:

- Referrals – We have instituted a recruitment bonus system for staff members who successfully recruit their friends.
- Job Fairs- We participate in school related job fairs and do other on-site recruitment at targeted schools
- Web Site- Our web site has an online job application form
- Municipal Personnel Departments- We provide client municipalities with job application information and applications.
- Website Links- Links from client websites to our website are pursued.
- Direct Mail- We direct mail post cards to prospective applicants using school directories.
- Online Job Bulletin Boards- Many community colleges have online job bulletin boards that we have used and found to be very successful.

MINORITY RECRUITMENT

Midwest Pool Management is an equal opportunity employer with an average of 12% minority hires for the past 20 years. Special emphasis will be placed on use of the above recruiting methods in targeted areas to enhance minority recruitment. Schools and recreation centers in identified areas will be used for recruitment purposes.





Left: MPM employees participating in a community service project at Swope Park in the City of Kansas City.

Right: MPM employee participating in a CSI meeting at Adventure Oasis after park closure.

MIDWEST POOL MANAGEMENT

STAFF RETENTION

Retaining seasonal staff presents a challenge to all employers. In the case of aquatic management, the first concern is retaining the staff for the duration of the season. This requires an employment philosophy designed to help the employee succeed.

Midwest Pool Management fully understands that being employed as a lifeguard carries with it the serious responsibility for the safety of those using aquatic facilities. Furthermore, we understand that for many of our employees this may their first job. Therefore, it is our philosophy to dedicate the resources of our company to help our employees succeed and ensure public safety.

To that end we not only provide certification in a nationally recognized lifeguard training program but we provide a mentoring program throughout the employment where first-time lifeguards can learn from experienced guards. It's not just new guards working with older guards, but the way we "counsel" the new guards to help bring them along in their work experience. If a guard has difficulty at a pool, we will counsel the guard in order to provide a greater understanding of the expectations. This dedication of resources has resulted in our guard staff developing an understanding of the big picture and the development of an attitude to correct less than desirable performance.

Due to the large number of clients that we have and the unique nature of these clients we analyze the strengths and weaknesses of each member of our staff and place them in an environment appropriate for the individual guard. This individual attention is important to us to allow our staff to succeed.

Additionally, we provide bonuses to employees who complete the entire season and receive a positive performance evaluation.

The next step of course would be to retain high performers for the next season. Again, with over 1,800 seasonal staff, we have developed unique and successful methods. Some of these methods include:

- Early and constant contact by mail, email and social networking websites
- Completion bonuses
- Recruiting bonuses
- Graduated pay scale based upon years of service
- Potential of advancement: example- lifeguard to head guard; from head guard to assistant manager; from assistant manager to manager
- Offer engagement opportunities through programs like CSI:KC, an employee led task force to help employees participate in the decision making process.

MIDWEST POOL MANAGEMENT

2013 CSI:KC Community Service Projects





MIDWEST POOL MANAGEMENT

302 participants

529 hours donated

Value of volunteer time donated: $11,712.06*

*according to National Corporation for National and Community Service











MIDWEST POOL MANAGEMENT

SECTION 5

PROPOSED COMPENSATION SCHEDULE FOR SEASONAL STAFF

Position	2021
Manager	$18.18
Assistant Manager	$15.75
Lifeguard	$13.13
Swim Lesson Inst.	$13.13

Notes:

1. Wages listed do include payroll taxes and fees (currently 21.2%)
2. Missouri minimum wage adjusts each year per Proposition B that went into effect January 1, 2019. Minimum wage increases approximately 9% each year through 2023.
3. Wages listed are average per job classification, actual wages may differ as employees will be paid based on years of experience and qualifications.
4. Future years are not listed as a post-season review would need to occur to ensure wages are commensurate with ability to recruit and retain staff.

RANGE OF COMPENSATION ...MANAGEMENT FEE

Midwest Pool Management is proposing to provide materials and professional services as outlined in the Request for Proposal for operation of the aquatic facility for the City of Grain Valley.

For added clarification, we provide the following list to detail the items included in our management fee.

- Cost of insurance for the contract
- All necessary chemicals to keep water balanced (to include but not limited to: liquid chlorine, muriatic acid, sodium bicarbonate, calcium chloride flake, cyanuric acid, soda ash)
- Safety equipment for safe handling of chemicals
- Water testing kit and supplemental reagents
- Additional lifesaving equipment not already provided by City (to include but not limited to: first aid supplies, blood borne pathogens kits, portable oxygen tank, bag valve mask, suction device, resuscitation masks, personal protective equipment for staff, 2 shade umbrellas for lifeguard break area)
- One (1) independent third-party audits during the course of the season
- Minor maintenance supplies, tools and office supplies
- Costs for labor and materials for seasonal opening and closing of the facility (replacement parts will be invoiced to the City)
- Costs for Vice President supervision
- Cost of performance bond
- Overhead and profit

The total management fee and not to exceed salary budget for 2021-2023 are listed below:

	2021	2022	2023
MANAGEMENT FEE	$50,825.00	$52,560.00	$ 54,425.00
SALARY BUDGET outdoor	$62,425.00	$66,875.00	$ 70,945.00
GRAND TOTAL	$113,250.00	$119,435.00	$125,370.00

MIDWEST POOL MANAGEMENT

SECTION 7

PROPOSAL CLARIFICATIONS & POTENTIAL COST SAVINGS

1. **Comprehensive Automobile Liability Insurance**
   Regarding item 7.4, Midwest Pool Management provides the following Automobile Liability Insurance:

   A. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:
   $3,000,000.00 each accident, combined single limit, bodily injury and property damage.
   The above limits may be provided by one or multiple policies.

2. **Changes to Federal or State Guidelines**
   Recently there have been changes made at the Federal or State level that may have an impact to the costs of managing your facility. A past example of this is the annual Missouri State Minimum Wage and the Federal Minimum Wage increase that took effect in January of 2017. This has led to an approximate 9% increase to minimum wage each year through 2023. We have also seen a change at the state level in regards to school start date- Governor Parsons signed a bill pushing the public school start dates to 14 days before Labor Day, which has created a longer swim season during the week that we have seen for many years. We are therefore seeing a larger increase in staffing costs. As we have in the past, we will continue to monitor staffing levels to create an efficient and safe swimming environment while being good stewards of the City's funds. We would like to request the following language to be added to the contract in the event of additional changes to guidelines during the period of this contract.

   "Upon any change in Federal or State guidelines, which govern Manager's operation and/or employees, Manager may present a new contract amount, in writing to the City. If the City does not reject the new amount in writing within the time listed below, the increase will be added to the existing payment schedule and become a part of this contract. If Manager notifies the City of a change between September 1 and April 1, the City will have thirty (30) days to reject the amount. If the Manager notifies the City of a change between April 1 and September 1, the City will have ten (10) days to reject the new amount."

3. Midwest Pool Management would like to request the following language in red to be added to the indemnification clause found on page 13 Section 8:

   "Contractor shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of Contractor's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing Contractor's indemnity obligations are limited solely to the extent directly caused by Midwest Pool Management's fault or negligence and any claim arising from any sickness, illness, or death connected to or arising from any infectious or contagious disease including but not limited to diseases caused by bacteria, fungi, protozoa, viruses, or any combination of the foregoing unless caused by the fault or negligence of Midwest Pool Management, is specifically excluded from this indemnity and defense obligation."

4. Clarification regarding aquatic programming and special events

The RFP offers some inconsistency regarding the inclusion of aquatic program activities not offered during open swim time. In Section 2, it directs the bidder to include those hours in the not-to-exceed salary budget but in Section 5.4 it shows that those hours will be billed supplemental. There is no direction as to how many hours to include for these programmatic activities. For clarification, MPM has only included open swim hours in this proposal, all other activities would be billed in addition to the contract.

5. Removal of Performance Bond requirement

We recommend the City eliminate the Performance Bond included with this RFP: Midwest Pool Management is an established corporation with a strong history of completing work in satisfactory manner. In over 45 years of business, MPM has never defaulted on a contract or been removed from a contract early for performance related issues. Eliminating this from the agreement would save the City approximately $2,000 annually.

SECTION 8

CITY OF GRAIN VALLEY

711 S. MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6209 Fax

REQUEST FOR BID
GRAIN VALLEY POOL MANAGEMENT SERVICES
CONTRACT #2020-02

The City of Grain Valley is seeking a qualified vendor to provide pool management services for the Grain Valley Aquatic Center. Bids will be accepted from qualified persons, contractors or firms interested in providing the following:

One (1) SIGNED/SEALED BID PROPOSAL
MUST BE RECEIVED BY:
2:00 P.M. on August 6, 2020

PLEASE MARK YOUR SUBMITTAL "GRAIN VALLEY AQUATIC CENTER, POOL MANAGEMENT SERVICES" AND SEND OR DELIVER IT TO:

City of Grain Valley
Attention: Shannon Davies, Parks & Recreation
711 Main Street.
Grain Valley, Missouri 64029
816-847-6231

The City reserves the right to reject any and all bid(s)/proposal(s), to waive technical defects, and to select the bid(s)/proposal(s) deemed most advantageous to the City.
The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name: Midwest Pool Management of America, LTD	Authorized Person (Print): Chad Beasley
12500 E US HWY 40, Suite L (Address)	Signature
Indepence, MO 64055 (City/State/Zip)	Executive Division Manager (Title)
816-350-2628 (Telephone #) 816-350-2922 (Fax #)	August 3, 2020 (Date) 10932224 (Tax ID #)
cbeasley@midwestpool.com (E-mail)	Corporation (Entity Type)

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PART I

INSTRUCTIONS TO RESPONDENTS
FOR POOL MANAGEMENT SERVICES
AT GRAIN VALLEY AQUATIC CENTER

1. INVITATION TO BID

Qualified pool management companies (herein noted as "Contractors") are invited to submit sealed bids to provide pool management services for three (3) years beginning with the 2021 season and ending at the conclusion of the 2023 season, at the Grain Valley Aquatic Center in accordance with the specifications contained herein. The Grain Valley Parks and Recreation Department has established special and specific qualifications for the bidders to assure high quality within the program. The Pool Management Contractor who operates the Aquatic Center shall possess municipal swimming pool skills and experience to perform quality work, as solely determined by the City of Grain Valley, which qualifies it to operate the Aquatic Center as detailed and specified. There will be the option for bidders to arrange a pre-bid walk-through before July 31, 2020. Call 816-847-6231 to arrange. The pre-bid walk-through will be conducted at the Grain Valley Community Center, 713 S Main St, Grain Valley, MO 64029.

2. INFORMATION TO BIDDERS REGARDING POOL MANAGEMENT OPERATIONS

The bid will consist of two parts:
Part II: A separate management fee, which covers total costs for pre-season opening and post-season closing procedures, chemicals to operate the facility throughout the season, insurance, administrative fees, overhead, profit and any other incidental costs not covered in the salary portion.
Part III: A salary budget based on actual hours of operation and staffing levels. This includes not only during daily Open Swim but also during Private Pool Rentals, Swim Lessons, Water Aerobics and any other Aquatic Center events.

Each bidder shall submit references which should conform to the following requirements:
a. Municipal pools only (private clubs, condominiums, hotels or apartment complexes are not acceptable).
b. Aquatic facilities managed must be equal to, or greater in size and staff than the Grain Valley Aquatic Center.
c. Experience represented shall include operation of comparable facilities (leisure-oriented water parks/pools) for a minimum of five (5) consecutive years.
d. Facility name, contact person and title, phone number, address and number of years facility was operated should be included.

Final selection criteria will be based on:
a. Experience in operating Municipal Aquatic Facilities.
b. Experience in operating with a medium-large staff (6 staff on duty per shift including manager).
c. Ability to recruit, train and retain pool staff.
d. Past performance record and evaluations by former clients.
e. Depth of organization and ability to respond to all anticipated needs of the facility.

The City of Grain Valley will evaluate each bid proposal received and schedule necessary interviews (if needed) to be assured the Contractor selected will meet the requirements of the contract, prior to awarding the contract.

3. INSTRUCTIONS TO BIDDERS

3.1 In submitting the Bid Proposal as herein described, the Contractor represents, warrants and covenants that:

A. The Contractor has carefully examined specifications and all provisions contained in these Bid Specifications relating to items to be furnished or the work to be done and understands the meaning, content, and requirements of and agrees to the same.

B. The Contractor will enter into a written contract ("Agreement") with the City of Grain Valley with the terms and conditions set forth herein and furnish the items and complete the work in the time specified for the prices quoted in the accepted Proposal.

3.2 **Submission Requirements.** The Bid Proposal which contains the bids must be signed, sealed, and marked "Grain Valley Aquatic Center, Pool Management Services." Deliver to the City of Grain Valley, Attention Shannon Davies, 711 S Main St, Grain Valley, MO 64029, **no later than 2:00pm on August 6, 2020.** Bid Proposals must be accompanied by a completed Bid Form (the "Bid Form," Parts II and III), Bid Bond, Non-Collusion Affidavit, Statement of Bidder's Qualifications, Certificate of Non-Segregation and References. Failure to not include any item could result in the disqualification of the bid.

A. All Proposals must be accompanied by a bid bond in the amount of 5% of total bid as guarantee that the Contractor will enter into the Agreement with the City in accordance with the terms of the Bid Specifications. The bond must be in the form of a certified or cashier's check payable to the City of Grain Valley. The deposits will be returned to unsuccessful bidders as soon as possible after award of the contract. The bid security of the successful bidder will be returned without interest when the contract has been approved and executed. No bid shall be withdrawn prior to sixty (60) days after the opening of the bids. Should the successful bidder fail or refuse to execute the contract as required, within ten (10) days after he/she has received notice of the acceptance of this bid, he/she shall forfeit bid security to the City of Grain Valley as liquidated damages for such failure or refusal.

3.3 **Bidder's Declaration.** The Contractor will not be permitted to use, to its advantage, any omission or error in the Bid Specifications, requirements, or the contract documents, and the City reserves the right to issue new instructions for such error or omission if originally specified. All Contractors submitting bids must submit "Bidder's Declaration", which is part of the Bid Form, a copy of which is attached. The "Bidder's Declaration" states that the bidder has examined the information and conditions surrounding the operation and management of an aquatic facility contemplated by the bid proposal; is familiar with the requirements as to equipment, supplies and labor of such undertaking; has carefully prepared, examined and checked the Bid to ascertain that there are no mistakes or errors contained therein; and will make no claim for correction or modification after the closing time for the receipt of the bids.

3.4 **Addenda to Bid Specifications.** If the Contractor has any questions, which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, the Contractor shall request that an interpretation be made in an Addendum issued by the City, which shall be made available to all Contractors bidding pursuant to these Bid Specifications. Failure to have requested an Addendum governing any such question shall not relieve the bidder from delivery in accordance with the intent of the specifications. All questions regarding this specification shall be directed to the Director of Parks and Recreation at (816) 847-6231, and must be submitted at least one week prior to bid submission date.

3.5 **Right to Reject Bids.** The City reserves the right to reject any or all proposals or bids and to waive any informalities in the Bid and to accept the Bid that, in the sole judgment of the City, will be in the best interest to the City and the citizens to be served by the Agreement.

considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

4.8 **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

4.9 **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

4.10 **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

4.11 **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

4.12 **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least _A_ Best's rating and a _FPR9_ or better financial performance rating per the current A.M. Best Company ratings).

4.13 **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.

4.14 **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

4.15 **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

4.16 **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

4.17 **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

4.18 **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

4.19 **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

4.20 **HOLD HARMLESS:** The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

4.21 **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

4.22 **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

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

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

4.25 **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs;

or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

5 BASIC SERVICES

5.1 **Operation of and Maintenance of Pool.** Contractor shall provide for the operation of the pool for "Open Swim" from the Saturday before Memorial Day through Labor Day During the following hours.

Sunday thru Saturday	12:00 p.m. – 6:00 p.m.

Upon commencement of the local school year in August until Labor Day, the hours of operation shall be on Saturdays and Sunday only, from 12:00 p.m. – 6:00 p.m. each day.

The Contractor shall be responsible for opening and closing the pool at the beginning and end of the swimming season respectively, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

5.1(a) **Spring Opening**

Access to the facility for this preparation work is to be coordinated with the Director of Parks & Recreation.

1. Set up and prepare for usage all moveable equipment, including tables, chairs, loungers, lifeguard chairs, diving boards, etc.
2. Clean, inspect and prepare vacuuming equipment.
3. Inspect and prepare all hoses.
4. Check and clean all gutters and drains, including gutter covers.
5. Drain and acid wash pools.
6. Secure all grates.
7. Fill pool.
8. Check diving boards, place lifeguard chairs, clean and place furniture.
9. Check and test equipment, i.e. chemical feeder, etc. and report status to City.
10. Check all pumps and motors to the attractions: SCS, slides, spray features, etc.
11. Clean pool area within the pool enclosure.
12. Remove and store all plugs from plumbing.
13. Re-circulate water through filtration system.
14. Furnish, store, and inject necessary chemicals for operation of the pools.
15. Backwash filters and check for any defects.
16. Have pools ready for operation at least ten (10) days before opening day.
17. Report to City all operation deficiencies.
18. Be responsible for checking out and handling of facility keys to staff.
19. Other items as assigned by the City.

5.1(b) **Operation of the Aquatic Center**

Contractor will use reasonable care and diligence to provide the following services for the actual operation of the Aquatic Center.

1. Complete a daily documented, (written) safety check of entire complex, including the leisure attractions, i.e. slide, diving boards.
2. Check and test all safety equipment.
3. Clean the entire complex prior to operational hours, including: restrooms/showers, all areas within the fencing, and the premises within twenty-five (25) feet of facility. Keep in a clean and orderly condition by the proper collection of waste, garbage, and all other debris.
4. Enforce all rules and regulations stipulated by the City, suggest and advise as to additional rules and regulations of the operation of the pool.

5. Maintain tests and records as required by State, Jackson County and City and meet all requirements for such.
6. Maintain any additional records as reasonably required by the City.
7. Furnish and supply first aid kits adequate to the size and operation of the Aquatic Center. In addition to office kit, each guard should be equipped with a first aid kit to include: a pocket mask with a one-way valve, and a bodily fluid exposure kit.
8. Maintain and operate the filter equipment in accordance with health department requirements.
9. Vacuum pools. Pools will be vacuumed daily before the public enters the pool for programs or open swimming. Pool will be vacuumed *entirely,* a minimum of one time a week.
10. Backwash filter systems as required (main pool.) Back washing has to be concluded before or after public hours.
11. Work with the City in handling complaints users may have, reporting all complaints to the Assistant to the Director.
12. Contractor will clean the impellers, hair and lint pots on all pumps for the attractions in the pool on a regular basis.
13. Contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the concessions building for the contracted managers and City staff to review on a daily basis.

5.1(c) **Fall Closing/Winterizing.**

At the end of the swimming season, as herein specified or as extended by mutual agreement between the parties, Contractor will winterize and close the pool and perform and furnish the following services:

1. Drain and winterize all drinking fountains.
2. Inspect pumps and motors and notify City of any malfunctioning equipment.
3. Remove and store movable equipment.
4. Drain and store all hoses.
5. Drain filtration system.
6. Install all plugs in plumbing.
7. Backwash filters and check for any defects. Clean elements, check for any defects.
8. Drain and re-lubricate all chemicals feeders.
9. Leave all valves at appropriate feeders.
10. Store all equipment.
11. Inspect all pool machinery and equipment and list parts required for next season's operation to the City.
12. Check all pool plumbing and electrical, notify the City of any problems.
13. Clean restrooms/showers, deck area, storage areas, etc.
14. Drain all restroom/shower plumbing and prepare with anti-freeze wherever necessary.
15. Drain all plumbing, removing any debris.
16. Drain appropriate pools.
17. Remove hair and debris from pool pumps and deck grates.
18. Winter inspections are to be made periodically and turned into the Director of Parks and Recreation. Contractor shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in a year-end written report. At the City's request, the Contractor shall provide specification and/or costs for the repairs and/or replacement and present to the City. Contractor shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations. The City will be responsible for signs being made. Contractor will furnish a year-end report to be turned in to the Director of Parks and Recreation by October 31, of each year of the contract.

Report to include recommended repairs for next year, recommendation of capital items for next 2-5 years, suggestions for operation and equipment.

5.2 **Maintenance and Replacement of City-Owned Equipment.** Contractor shall perform minor adjustments and maintenance to the equipment as part of this management contract, provided that the City approves prior to execution. City shall pay for the cost of parts and materials. All other repairs and replacement of equipment needed to continue the operation of the Aquatic Center and to maintain health and safety standards shall also be performed by the Contractor at the City's discretion and expense; Contractor must receive written approval from the City for major repairs (over $50) prior to the performance of such repairs. The City will be responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including horticulture, except policing for trash, waste, garbage, and other debris.

Contractor will be responsible for the care of City property used for the operation of the Aquatic Center. Said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected. The Contractor will try to prevent losses and damages to City-owned property during hours of operation and will be held accountable for the those losses and damages to buildings and City-owned property due to theft or abuse during the hours of operation of the Aquatic Complex.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. If not reported, Contractor will be responsible for damages.

5.3 **Personnel.** The Contractor shall furnish sufficient personnel for the operation of a safe and sanitary Aquatic Center. All lifeguards will hold a minimum qualification of an advanced lifeguard certificate from either Red Cross, Ellis or Starguard, and preferably be at least 16 years of age. Said personnel will be furnished so as to operate the Aquatic Center in the safest manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times.

All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees for the Contractor and not the City. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The City shall have the right to request replacement of any of the Contractor's Employees whose conduct, character or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days.

The Contractor shall give Grain Valley residents and Grain Valley School District students first priority when hiring for all positions. The Contractor will provide the City a copy of their minority recruitment program. The Contractor shall provide to the City applications for distribution at the Grain Valley Community Center, 713 Main Street, Grain Valley, MO 64029. The Contractor shall provide to the City a final, complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses, and phone numbers of each employee.

5.4 **Staffing Levels/ Hours of Operation.**

Proposed staffing levels are listed below based off of patron attendance during Open Swim hours (12pm-6pm)

Peak Hours for Facility Operation (as determined by the City)

(1) Pool Manager OR (1) Assistant Manager

(5) Lifeguards (4 lifeguards at stations, 1 extra lifeguard in rotation)

Off-Peak Hours of Facility Operation (as determined by the City)

(1) Pool Manager, (1) Assistant Manager OR (1) Head Guard
(5) Lifeguards (4 lifeguards at stations, 1 extra lifeguard in rotation)

Contractor shall provide cost to furnish lifeguard services for activities outside the normal operating hours of the Aquatic Center. The City has the option to contract staffing services for additional aquatic programs, special events, rentals, etc. These services will be billed as supplemental to the not-to-exceed salary budget. Additional aquatic programs, special events, rentals, etc. include:

Swim Lessons: 4 Sessions (June-July). Each Session has 8 Classes (Mon.-Thur.) within a 2-week timeframe. There are four separate, 30-minute class times for each Session (10:30-11am, 11:15-11:45am, 6:15-6:45pm, 7-7:30pm)

Private Pool Rentals: The pool shall be available for private rentals on Fridays (6:30-8:30pm), Saturdays (9:30-11:30am & 6:30-8:30pm), Sundays (6:30-8:30pm) Rentals become available the first Friday after Memorial Day Weekend thru the Sunday before Labor Day.

Dog Paddle Day: Dog swim only. Held the day after Labor Day (last day of pool season), 6-8pm.

The City of Grain Valley reserves the right to add additional and/or cancel existing aquatic programs, special events, rentals, etc. Any and all additions/cancellations must be agreed upon in advance between both the City of Grain Valley and the Contractor.

The Contractor shall have the authority to close the Aquatic Center during inclement weather (heavy rain, thunder or lighting) and shall be prepared to reopen when the weather permits. The Contractor shall have personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. If the facility is to be closed to the public for cool weather (below 70 degrees) for the day, there must be a mutual agreement by the Contractor and the City.

5.5 **Operational Supplies/Utilities.** Contractor shall furnish all chemicals and first aid supplies as specified, for the pool operation during the season. City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaner, light bulbs) for the facility. City shall furnish water, telephone, electricity, gas and pay for the same. City shall provide sets of keys for lock that access the pool, restrooms/showers and equipment areas.

5.6 **Additional Services.** Contractor agrees to discuss with City opportunities to implement new programs and special events and provide staffing and add additional costs to City for such. These additional services would be billed as supplemental to the not-to-exceed salary budget.

5.7 **Independent Audit.** Contractor shall arrange for, and include cost in management bid, one independent third party audit during the course of the summer, to include secret video of practices and simulated situation response.

5.8 The City will furnish all cashier/gate and concessions personnel with the option to hire Contractor staff for swim lessons and water aerobics instruction.

6 SWIMMING SEASON

6.1 **Swimming Season.** Each and every swimming season during the term of this Agreement shall commence on the Saturday before Memorial Day and close on Labor Day thereafter unless City and Contractor agree to extend past Labor Day for special events.

6.2 **Hours of Operation.** From the Saturday before Memorial Day until commencement of the local public school district session, the hours of operation shall be from 12:00pm to 6:00pm Sunday thru Saturday. Upon commencement of the local public school year until Labor Day, the hours of operation shall be on Saturdays and Sundays only from 12:00pm to 6:00pm each day.

7 INSURANCE

7.1 **General.** The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with, the performance of the work hereunder by the Contractor, his/her agents, representative, employees or subcontractors, for the duration of the contract. The cost of such insurance shall be included in the Contractor's bid.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 7, and such insurance has been approved by the City. The Contractor shall not permit any subcontractor or employee to commence work in relation to the Agreement until insurance required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance for the company for record must be furnished to the City prior to any work being done on the facility or opening to the public, and contain the following statement "*The City of Grain Valley is named as an additional insured"* during the term of the Agreement. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in Section 7.2 through 7.5. This requirement of insurance does not limit the Contractor's liability under the Agreement, in any manner.

7.2 **Worker's Compensation Insurance.** The Contractor shall procure and maintain during the term of the Agreement, Workers' Compensation Insurance for all of its employees whom perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees. All such employees shall be covered by the protection afford by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause such subcontractor to provide adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City. In full Compliance with the Workmen's Compensation Act of the State of Missouri and Employer's Liability coverage, the minimum amount of insurance shall be $500,000.

7.3 **Comprehensive General Liability Insurance.** The Contractor shall carry public liability and property damage insurance which shall include bodily injury and accidental death to a person. The policy will include protection for employees and patrons subject to the minimum limits set forth below:

Liability $2 million ($1 mil excess liability)
Aggregate $3 Million ($2 mil general and $1 mil excess)

The policy will include protection for the following hazards:

A. Premises and Operation
B. Independent Contractor's Coverage
C. Products and Completed Operation Liability Coverage to apply one year beyond completion and acceptance of the work specified by this contract.
D. Personal Injury Liability
E. Broad form Property Damage
F. Contractual Liability

7.4 **Comprehensive Automobile Liability Insurance**

A. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:

Bodily Injury, Including Death:	$1,000,000 each person, $3,000,000 each occurrence
Property Damage:	$3,000,000 each accident

7.5 **Satisfactory Coverage.** The insurance which the Contractor is required to obtain and maintain pursuant to the Section 5 Bid Specification shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Best's rating of no less than A: The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the contracted period.

8 INDEMNIFICATION

Contractor shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claims arising out of Contractor's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Contractor's indemnity obligations are limited solely to the extent directly caused by Contractor's fault or negligence.

9 LICENSES AND PERMITS

The Contractor shall be responsible for obtaining and paying the cost of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Grain Valley) necessary for the operation of the facility provided; however, the Contractor shall not be responsible for obtaining a use permit.

A. Contractor shall follow the City of Grain Valley's Municipal Code section 500.075 for contractor licensing. Qualified Contractors must hold all necessary Master trade certifications (if applicable) prior to the start of work.
B. The awarded Contractor shall obtain a City of Grain Valley Business License within ten (10) calendar days of the date of the notification of award.
C. The awarded Contractor shall obtain all City of Grain Valley permits applicable to the work.

10 HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Regulation set forth by Ordinance of the City of Grain Valley and Jackson County. The Aquatic Center will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Grain Valley, Jackson County, and the operation shall be in accordance with all the rules and regulations of the Health Department of Jackson County and the State of Missouri. The Contractor shall have no authority or responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act.

11 CONTRACTOR'S BOOKS AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, staff dialogue of daily occurrences, maintenance information, and all necessary data to properly manage the facility. All daily information, as well as a year-end report is to be provided to the City no later than October 31 of each contract year.

12 TIMELINE

July 9, 2020	Notice to Bid in Kansas City Star
By July 31, 2020	Pre-Bid walk-through by appointment (call 816-847-6231 to arrange). Grain Valley Community Center, 713 S Main St, Grain Valley, MO 64029
August 6, 2020	**Bids due by 2:00pm** to the attention of Shannon Davies, Grain Valley City Hall, 711 S Main St, Grain Valley, MO 64029
August 24, 2020	1st Read to Board of Aldermen to approve Contract
September 14, 2020	2nd Read to Board of Aldermen to approve Contract

13 MANAGEMENT FEE

13.1 Contractor will provide materials and professional services as Outlined in Article 5 and listed below for the operation of the Aquatic Center for the City of Grain Valley. The following items are included in the management fee and will be provided by Contractor:

a) Pre-season Opening and Post-season Closing costs.
b) Cost of insurance for the contract
c) All necessary chemicals to keep the water balanced (to include but not limited to: liquid chlorine, muriatic acid, sodium bicarbonate, calcium chloride flake, cyanuric acid, soda ash)
d) Safety equipment for safe handling of chemicals
e) Water testing kit and supplemental reagents
f) Additional lifesaving equipment not already provided by City (as follows: first aid supplies, blood borne pathogens kits, portable oxygen tank, bag valve mask, suction device, resuscitation masks, personal protective equipment for staff, 2 shade umbrellas for lifeguard break area). This does not include backboard, rescue tubes, or other non-consumable safety supplies.
g) One (1) independent third party audit during the season
h) Minor maintenance supplies, tools and office supplies
i) Costs for labor and materials for seasonal opening and closing of the facility (replacement parts will be invoiced to the City)
j) Costs for District Manager Supervision
k) Administrative Costs
l) Cost of performance bond
m) Overhead and profit

13.2 Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and other incidental costs as outlined in the agreement.

13.3 Part I represents the monthly invoice schedule for the Management Fee and includes the not-to-exceed salary budget for 2021, 2022, and 2023.

13.4 Part II represents the not-to-exceed Salary Budget for 2021, 2022, and 2023.

BIDDER'S DECLARATION

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation of the Grain Valley Aquatic center and is familiar with requirements as to the equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Bid Proposal to ascertain that no mistake or error is contained in the Bid Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

Signature of Bidder

August 3, 2020

Date

PART II

BID PROPOSAL FORM – "MANAGEMENT FEE"

Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and any other incidental costs not covered in the salary portion as outlined in Section 13.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee."

	2021	2022	2023
Due upon signing contract	$ 5,000	$ 5,200	$ 5,400
May 15	$10,207	$10,540	$10,907
June 15	$10,206	$10,540	$10,906
July 15	$10,206	$10,540	$10,906
August 15	$10,206	$10,540	$10,906
Final Payment	$5,000	$5,200	$5,400
Total Management Fee Bid	$ 50,825	$ 52,560	$ 54,425

Accompanying this bid is a Bid Bond in the amount of $ 5% of bid price representing approximately 5% of the bid price made payable without condition to the City of Grain Valley and it is agreed that the bid security shall be retained as liquidated damages for the delay and extra expense caused to the City of Grain Valley if the undersigned fails to execute the contract and furnish the bond required by the contract documents.

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes for all materials and appliances subject to and upon which taxes are levies.

Dated this 3rd day of August, 2020.

BID PROPOSAL OF Midwest Pool Management of America, LTD
(Agency)

UNDER THE LAWS OF THE STATE OF Illinois

A PARTNERSHIP CONSISTING OF *_____

AN INDIVIDUAL TRADING AS *_____

A JOINT VENTURE CONSISTING OF * Corporation

*Insert Corporation(s), Partnership(s), or Individual as applicable.

PART III

BID PROPOSAL FORM – "SALARY BUDGET"

Salary Budget is based on actual hours of operation and staffing levels. This includes recreational programming and special, aquatic center events including "Open Swim" as outlined in Section 5.4.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

MAXIMUM SALARY

	2021	2022	2023
Maximum Base Salary for Season	$ 62,425	$ 66,875	$ 70,945

SALARIES FOR RECREATION PROGRAMS/SPECIAL EVENTS

Contractor shall provide cost to furnish staff (lifeguards and managers) for other activities, i.e. swim lessons, water aerobics, private rentals, and special events when the facility would otherwise be closed to the general public.

	2021	2022	2023
Manager	$ 18.18 per hour	$ 19.21 per hour	$ 20.24 per hour
Assistant Manager	$ 15.75 per hour	$ 16.78 per hour	$ 17.81 per hour
Lifeguard	$ 13.33 per hour	$ 14.36 per hour	$ 15.39 per hour

***Prices above are not what the staff are paid- hourly rates include all payroll taxes and fees.**

PART IV

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principle Place of Business):

OWNER (Name and Address)

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

PROJECT

Date:

Amount:

Description (Name and Location):

BOND

Date:

Amount:

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title: _____
(attach certified Power of Attorney)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY

OF **Jackson**

Chad Beasely being first duly sworn, deposes and says that he/she is

Executive Division Manager

Title of Person Signing

Midwest Pool Management of America, LTD

Name of Bidder

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

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

SANDRA KAY MOTES
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 17608748
My Commission Expires 10-09-2021

BY Sandra Motes

BY _____

BY _____

SWORN to me before this 4th day of August 2020.

Notary Public My Commission Expires: 10/9/2021

STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Bidder Name(s): **Chad Beasley** Office/Title: **Executive Division Manager**

   Company Name: **Midwest Pool Management of America, LDT** Status: __Individual __Partnership X Corporation

   Phone Number: **816-350-2628** FAX: **816-350-2922** Email: **cbeasley@midwestpool.com**

2. Permanent Main Office Address: **156 Weldon Parkway, Maryland Heights, MO 63043**

   12500 E US HWY 40, Suite L, Independence, MO 64055

3. When Organized: **1972**

4. Incorporated under the laws of the State: **Illinois**. Licensed to do business in Missouri: X Yes __No

5. Number of years in business: **48**. If not under present firm name, list previous firm names and types of organizations:

6. Concurrent Contracts (complete the following schedule):

Service/Project Address	Owner	Owner's Representative	Contract Amount	Percent Completed
PLEASE SEE ATTACHED SECTION 1				

7. General character of work performed by your company: **Swimming Pool Management**

8. Have you ever failed to complete any work awarded to you? __Yes __X__No If so, where and why?

9. Have you ever defaulted on a contract? __Yes __X__No If so, where and why?

10. The following are the more important services/projects completed in the last five(5) years:

City of Kansas City, Missouri- The Bay Waterpark

City of Kansas City, Missouri- The Springs Waterpark

City of Warrensburg, Missouri- Nassif Outdoor Aquatic Center and Community Center Indoor Pool

City of Independence, Missouri- Adventure Oasis Waterpark

11. Other experience qualifying you for this service/project: **Please see attached documentation**

12. Bank references: **Enterprise Bank and Trust**

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? __X__Yes ___No

14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

Signature of Bidder

Chad Beasley
Printed Name of Bidder

Title: **Executive Division Manager**

Dated at this **3rd** day of **August**, 2020

CERTIFICATION OF NON-SEGREGATION

By submission of this bid, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this classification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage areas or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications for proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors.

Signature of Bidder

Chad Beasley

Printed Name of Bidder

Title: **Executive Division Manager**

Dated at this **3rd** day of **August**, 2020.

REFERENCE FORM

City of Grain Valley- POOL MANAGEMENT SERVICES CONTRACT

Please provide a minimum of two (2) references. Make sure the company, contact person, and contact information is current and correct.

1. Company Name: City of Independence **Phone #:** 816-325-7360

Contact Person: Eric Urfer **Email:** eurfer@indepmo.org

Brief description of reference relationship to this contract bid:

Midwest Pool Management has managed the City of Independence Adventure Oasis Aquatic Facility since it opened in 2005. The services rendered to the City of Independence are similar tot he scope of services requested in this RFP.

2. Company Name: City of Warrensburg **Phone #:** 660-262-4617

Contact Person: Danielle Fesler **Email:** danielle.fesler@warrensburg-mo.com

Brief description of reference relationship to this contract bid:

Midwest Pool Management has managed both the indoor and outdoor aquatic venues for the City of Warrensburg since 2008. The services rendered to these aquatic facilities are similar to the scope of services requested in this RFP.

PROPOSAL CHECKLIST

_x_ Signed Proposal

_x_ Evidence of Insurance

_x_ Evidence of Required Licenses/Certificates/Permits

_x_ Completed Bid Proposal (Management Fee)

_x_ Completed Bid Proposal (Salary Budget)

_x_ Completed Bid Bond

_x_ Signed Anti-Collusion Statement

_x_ Completed Statement of Bidder's Qualifications

_x_ Signed Certification of Non-Segregation

_x_ Completed Reference Form

_x_ Addendum (if applicable)

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Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	01/25/2021	
BILL NUMBER	B21-01	
AGENDA TITLE	**AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To establish the Grain Valley Mercado Community Improvement District (CID).	
BACKGROUND	On December 9, 2020, pursuant to the Missouri Community Improvement District Act,a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City").	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS	The notice of public hearing for January 25, 2021, was published in The Examiner on January 12 and January 19, 2021.	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Memo, and Petition

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B21-01*

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act") authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, on December 9, 2020, pursuant to the CID Act, a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (i) property owner(s) collectively owning more than fifty percent of the assessed property value of real property; and (ii) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City"); and

WHEREAS, as required by the CID Act, on January 6, 2021, the City Clerk verified that the Petition substantially complies with the CID Act; and

WHEREAS, the Board of Aldermen, following notification by the City Clerk, conducted a public hearing on January 25, 2021, after publishing the notice specified in Section 67.1431.3 of the CID Act and Section 67.2725, RSMo, copies of which publication and mailed notices are on file with the City Clerk; and

WHEREAS, all persons interested in the establishment of the Grain Valley Mercado Community Improvement District were allowed an opportunity to speak at the public hearing before the Board of Aldermen.

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

SECTION 1: That the Petition to Establish the Grain Valley Mercado Community Improvement District ("Petition"), which is attached to this Ordinance as Exhibit A and incorporated herein, is hereby approved.

SECTION 2: That the Grain Valley Mercado Community Improvement District ("District") is hereby established for the purposes set forth in the Petition, shall have all the powers and authority authorized by the Petition and by the CID Act, and that the District shall remain in existence for the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition.

SECTION 3: That the area within the District boundaries is a Blighted Area pursuant to the determination of blight made by the Board of Aldermen in Ordinance No. 2107, adopted September 27, 2010, in conjunction with the approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan. No blight remediation in this project area has previously occurred.

SECTION 4: That the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development in writing pursuant to Section 67.1421.6, RSMo, and send a copy of this ordinance to said agency.

SECTION 5: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Read two times and PASSED by the Board of Aldermen this _____ day of _____ , *2021*, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN STRATTON	_____	ALDERMAN TOTTON	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

_____
Lauber Municipal Law
City Attorney

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

[B21-01]

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EXHIBIT A

Petition

(see attached)

PETITION TO THE CITY OF GRAIN VALLEY, MISSOURI

TO ESTABLISH THE

GRAIN VALLEY MERCADO
COMMUNITY IMPROVEMENT DISTRICT

POSTED

DEC 09 2020

BY CITY CLERK
JAMIE LOGAN

Jamie Logan 2:26 pm

PETITION TO ESTABLISH THE

GRAIN VALLEY MERCADO

COMMUNITY IMPROVEMENT DISTRICT

To the Board of Aldermen of Grain Valley, Jackson County, Missouri (the "**City**"):

The undersigned real property owners (the "**Petitioner**")**,** being the owner collectively owning

(1) more than fifty percent (50%) by assessed value of the real property and

(2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described community improvement district, does hereby petition and request that the Board of Aldermen of the City of Grain Valley (the "**Board of Aldermen**") create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the "**CID Act**").

A. Proposed District Name. The name for the proposed community improvement district (the "**District**") is:

Grain Valley Mercado

Community Improvement District

B. Legal Description and Map. A legal description of the boundaries of the proposed District is attached hereto as **Exhibit A-1**. A map of the proposed District is attached as **Exhibit A-2**. The District is located entirely within the corporate boundaries of the City.

C. Five Year Plan. A five-year plan stating a description of the purposes of the District, the improvements it will make and an estimate of costs of these improvements to be incurred is attached hereto as **Exhibit B**.

D. Establishment as Political Subdivision. The District will be established as a political subdivision under the CID Act.

E. Appointment of Initial Directors.

(a) Number. The proposed district will be governed by a Board of Directors, which will consist of 5 members, whom are named and shall serve for the terms specified below.

(b) Qualifications. Each Member of the Board ("Director") shall meet the following requirements:

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District ("**Owner**") or an authorized representative of an Owner, an owner of a business operating within the District ("**Operator**") or an authorized representative of an Operator, or a registered voter ("**Resident**") residing within the District, as provided in the CID Act;

(3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

(4) except for the initial directors named in this Petition, be nominated according to a slate submitted as described in this Petition.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board of Directors to take appropriate action to remove said Director and elect a Director to serve the remainder of such Director's term.

(c) The initial directors ("**Initial Directors**") and their respective terms shall be as follows:

The Initial Board of Directors:

Timothy D. Harris	4 years
Robert de la Fuente	4 years
Sheryl Giambalvo	2 years
Stephanie Harris	2 years
Ken Murphy	2 years

F. Director Terms; Successor Directors. The Initial Directors shall serve for the terms described above or until his/her successor is appointed in accordance with this Petition (a "**Successor Director**"). Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term. Successor Directors shall be appointed by the Mayor, with the consent of the Board of Aldermen, in accordance with the Act and this Petition according to a slate submitted by the Board of Directors to the City Clerk, as provided below in this Section. The City Clerk shall immediately deliver the slate to the Mayor and the Board of Aldermen. The Board of Directors shall select the slate as follows:

(a) Individuals named as Successor Directors shall meet the qualifications defined in Section E of this Petition.

(b) Individuals meeting the qualifications set out in this Petition for Successor Directors must be nominated by two sitting directors.

(c) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms.

Not later than 30 days following the date the slate is submitted to the City Clerk:

(a) the Mayor shall appoint the Successor Directors according to the slate submitted, and the Board of Aldermen shall consent by resolution to the appointment; or

(b) the Mayor, or the Board of Aldermen, may reject the slate submitted and request in writing, with written reasons for rejection of the slate, that the Board of Directors submit an alternate slate.

If no action is taken within the 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the slate submitted.

If an alternate slate is requested, the Board of Directors shall, within 10 days following receipt of the written request, submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the Board of Aldermen. At the Board of Aldermen's next available meeting following the date the alternate slate is submitted to the City Clerk:

(a) the Mayor shall appoint the Successor Directors according to the alternate slate submitted, and the Board of Aldermen shall consent by resolution to the appointment; or

(b) the Mayor, or the Board of Aldermen, may reject the alternate slate submitted and request in writing, with written reasons for rejection of the alternate slate, that the Board of Directors submit another alternate slate.

If no action is taken by the Board of Aldermen's next available meeting date, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the alternate slate submitted.

The procedure described above shall continue until the Successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Aldermen.

G. Total Assessed Value. The ownership and assessed value of each parcel within the District is as shown below. The total assessed value of the Property is $131,849. Information regarding the assessed value of each parcel is as follows:

37-530-04-01-00-0-00-000	STAR Development Corporation	$121,536
37-530-04-23-01-1-00-000	STAR Acquisitions, Inc.	$1,881
37-530-04-23-01-2-00-000	STAR Acquisitions & Development, LLC	$8,432

H. Determination of Blight, Blight remediation and Public Purpose. The Board of Aldermen of the City determined the District is a blighted area by adoption of Ordinance No. 2107 on September 27, 2010. By approval of this Petition, Petitioners seek the Board of Aldermen's determination that the use of District revenues as described herein is reasonably anticipated to assist with remediation of the blighted conditions within the District and will serve a public purpose.

I. Term of Existence. The proposed maximum length of time for the existence of the

District is the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

J. Sales Tax. Qualified voters of the CID will be asked to approve a sales tax of up to one percent (1.0%) ("**District Sales Tax**"), in accordance with the CID Act, to assist in the funding of certain improvements and services that serve the property within the District. Additional details about the District Sales Tax are set forth in the Five Year Plan attached as **Exhibit B**.

K. Maximum Special Assessment. Petitioners do not propose that special assessments be levied within the District.

L. Real Estate Tax and Business License Tax. Petitioners will not seek to submit to qualified voters any proposition for approval of a real property tax levy or business license taxes.

M. No Borrowing Capacity Limitation. Petitioners do not seek limitations on the borrowing capacity of the District.

N. No Revenue Limitations. Petitioners do not seek limitations on the revenue generation of the District.

O. No Power Limitation. Petitioners do not seek limitations on the powers of the District.

P. Petitioner Withdrawal Right Notice. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

Q. Severability. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

WHEREFORE, Petitioners respectfully request that the Board of Aldermen establish the requested Grain Valley Mercado Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the Board of Aldermen consent to the proposed members for the Board of Directors as set forth in this Petition, and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF

GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Timothy D. Harris

Owner's telephone number: (816) 781-3322

Owner's mailing address: 244 W. Mill Street, Liberty, MO 64068

State what type of entity:

- ☐ Corporation
- ☐ Limited Partnership
- ☐ Partnership
- ☐ Not-for-profit Corporation
- ☐ General Partnership
- ☐ Limited Liability Company
- ☐ Urban Redevelopment Corporation
- ☒ Other (specify) Individual

Map and parcel numbers: 37-530-04-01-00-0-00-000
37-530-04-23-01-1-00-000
37-530-04-23-01-2-00-000

Assessed value: $131,849

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: 12-9-2020

Timothy D. Harris

STATE OF MISSOURI)
County of Clay)
)

On this 9th day December, 2020, before me, a Notary Public, personally appeared Timothy D. Harris, known to me to be the person described in the foregoing instrument and who executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: Rachel M Dunn

My commission expires: Oct 17, 2024

RACHEL M DUNN
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 16487965
My Commission Expires Oct 17, 2024

EXHIBIT A-1

DISTRICT LEGAL DESCRIPTION

A TRACT OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, GRAIN VALLEY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N01°26'19"E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG THE WEST LINE OF LOT 2, INTERSTATE DEVELOPMENT PARK, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, A DISTANCE OF 786.83 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE N01°26'36"E, CONTINUING ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 362.79 FEET TO THE SOUTHWEST CORNER OF WINGATE TOWNHOMES P.U.D., A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE S86°55'15"E, ALONG THE SOUTH LINE OF SAID WINGATE TOWNHOMES P.U.D., A DISTANCE OF 955.30 FEET TO THE SOUTHEAST CORNER OF SAID WINGATE TOWNHOMES P.U.D.; THENCE N01°43'40"E, ALONG THE EAST LINE OF SAID WINGATE TOWNHOMES P.U.D. AND ALONG THE EAST LINE OF LOT 24, WINGATE 1ST PLAT, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, A DISTANCE OF 507.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST WOODBURY DRIVE; THENCE S88°20'58"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 312.45 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2012E0048200; THENCE S43°17'31"E, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 12.27 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 555 AT PAGE 88; THENCE S01°22'47"W, ALONG SAID WEST LINE, A DISTANCE OF 15.15 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE S88°37'13"E, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 7.23 FEET TO THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2012E0048200; THENCE S01°22'47"W, ALONG SAID WEST LINE, A DISTANCE OF 284.90 FEET; THENCE S05°32'55"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 163.68 FEET; THENCE S01°44'05"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 125.07 FEET; THENCE S46°52'51"W, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 74.18 FEET; THENCE N89°37'12"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 142.11 FEET; THENCE S77°24'39"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 168.78 FEET; THENCE S77°30'05"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 308.70 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 15°35'08"; THENCE CONTINUING ALONG SAID NORTH LINE ON THE ARC OF THAT CURVE, A DISTANCE OF 131.93 FEET; THENCE N86°54'47"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 90.20 FEET TO THE WEST LINE OF SAID TRACT OF LAND; THENCE S03°05'13"W, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE S86°54'47"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 44.20 FEET; THENCE S39°35'13"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 28.01 FEET; THENCE S01°51'01"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 4.41 FEET TO THE NORTHEAST CORNER OF LOT 4, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE N86°54'47"W, ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF SAID LOT 2, INTERSTATE DEVELOPMENT PARK, A DISTANCE OF 455.80 FEET TO THE POINT OF BEGINNING. CONTAINING 11.37 ACRES, MORE OR LESS.

EXHIBIT A-2
BOUNDARY MAP OF THE CID

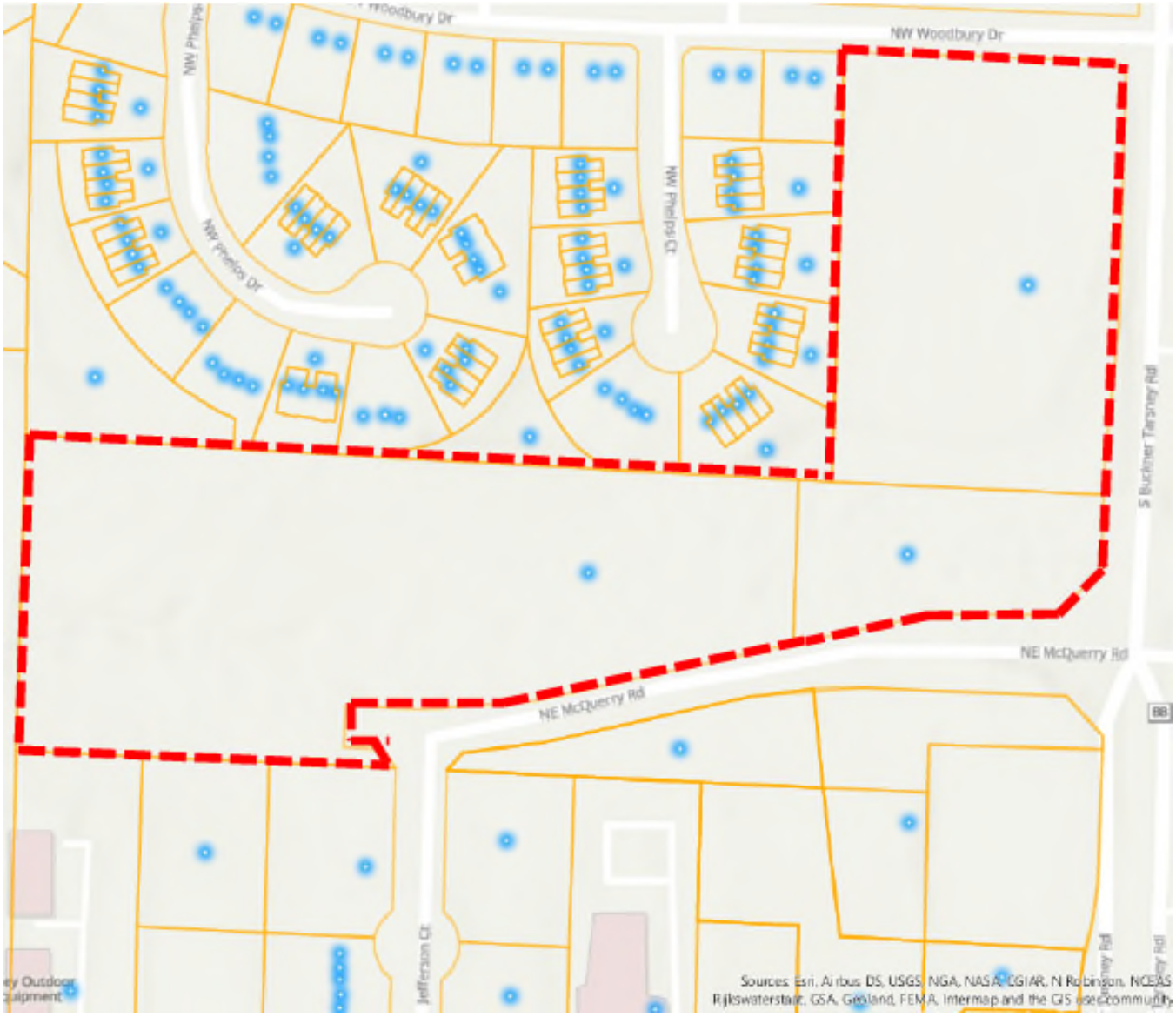


EXHIBIT B

TO THE PETITION FOR ESTABLISHMENT

OF

GRAIN VALLEY MERCADO
COMMUNITY IMPROVEMENT DISTRICT

CITY OF GRAIN VALLEY, MISSOURI

FIVE-YEAR DISTRICT MANAGEMENT PLAN

The information and details outlined in the following pages represent the anticipated strategies, activities and improvements during the initial five-year duration of a Community Improvement District in the City of Grain Valley, Missouri. It is an integral and composite part of the petition to establish the Grain Valley Mercado Community Improvement District.

Introduction

The Grain Valley Mercado Community Improvement District (the "**District**") is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "**CID Act**"). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the improvements it will make and an estimate of the costs of such improvements. This Five-Year District Management Plan (the "**Plan**") is designed to comply with this statutory requirement, and is appended to the Petition for Formation of the District.

Section 1

Why Create a Community Improvement District?

The District is proposed to provide funding for the Improvements, Services, Formation Costs, and Operating/Administrative Cots (as those terms are defined below). The District will enter into an agreement with Timothy D. Harris or an entity he owns and controls ("**Developer**") whereby Developer will agree to advance such costs, as necessary, and the District will use District Sales Tax (defined below) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Grain Valley, Missouri.

Section 2

What is a Community Improvement District?

A community improvement district ("CID") is an entity that is separate from the City of Grain Valley (the "City") and is formed by the adoption of an ordinance by the City's Board of Aldermen following a public hearing before the Board of Aldermen regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to finance a number of different types of improvements. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used for the benefit of the properties within the CID. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term.

Section 3

Management Plan Summary

This Plan is proposed to improve and convey special benefits to properties located within the boundaries of the District by providing assistance in the construction of certain Improvements and provision of certain Services. The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five members.

District Formation:

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and

- representing more than fifty percent (50%) per capita of all owners of real property within the District.

The Petition to which this Plan is attached meets these signature requirements.

Location:

The District is located west of S. Buckner Tarsney Road and abuts the north side of NE McQuerry Road in the City. The District will cover approximately 12 acres of land, as represented on the map included as **Exhibit 1** of this Plan.

Assessed Value of District:

The total assessed value of the properties within the District on the date of the Petition is $131,849.

Improvements:

The District will assist in the funding of the construction of certain improvements (the "**Improvements**"), which are more particularly described in **Exhibit 2** of this Plan. The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same.

District Services:

The District may also fund certain services within its boundaries for the benefit of the owner(s) of and tenants within the District (the "**Services**"), which are more particularly described in **Exhibit 2** of this Plan.

Formation Costs:

All costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("**Formation Costs**") may be reimbursed to the advancing party, or paid directly, from funds generated by the District.

Operating/Administrative Costs:

All costs of operating and administering the District, including, but not limited to, the costs of legal counsel, insurance premium payments, accounting services, and other outside consultants ("**Operating/Administrative Costs**"), may be reimbursed to the advancing party, or paid directly, from funds generated by the District.

Method of Financing:

While the District is permitted to issue notes or incur other obligations, as defined in Section 67.1401.2(10) of the Revised Statutes of Missouri, to pay for the Improvements, Services, and Formation Costs, it is anticipated that the District will enter into an agreement with Developer whereby Developer will agree to advance the costs of the Improvements, Services, Formation Costs, and Operating/Administrative Costs, as necessary, and the District will use District Sales Tax revenues collected over time to repay Developer with interest. The District Sales Tax revenues will come from the District's imposition of a sales tax on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to public utilities, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the "**District Sales Tax**").

Cost:

The total estimated cost of the Improvements, Services, and Formation Costs, as well as the estimated annual cost of costs of the Operating/Administrative Costs, are set forth in **Exhibit 2.**

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The proposed maximum length of time for the existence of the District is the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

Governance:

The District's budgets and policies may be refined annually by the District's Board of Directors. Budgets and reports will be submitted annually to the City for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 6) and the Bylaws of the District.

Section 4

District Boundaries

Approximately 12 acres has been identified for the District. The map of the District is attached as **Exhibit 1** to the Plan.

Section 5

Facilities and Services to Be Provided

As summarized above, during the first five years, the District will use District Sales Tax revenues to pay for, or repay Developer, with in interest, for Developer's advancement of the costs to

pay for, construction of the Improvements, provision of the Services, Formation Costs, and Operating/Administrative Costs.

Section 6

District Rules and Regulations

1. The District shall operate at all times in accordance with Bylaws that shall be adopted by the Board of Directors. The initial Bylaws to be adopted by the Board of Directors shall be in substantially the same form as the Bylaws attached to this Plan as **Exhibit 3**. At all times, the District shall conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in the Bylaws.

2. The District will meet on an annual or more frequent basis.

3. The District will annually prepare a budget, and an annual report describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Finance Director or City Administrator for review and comment no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year.

EXHIBIT 1

to Five Year Management Plan

DISTRICT MAP

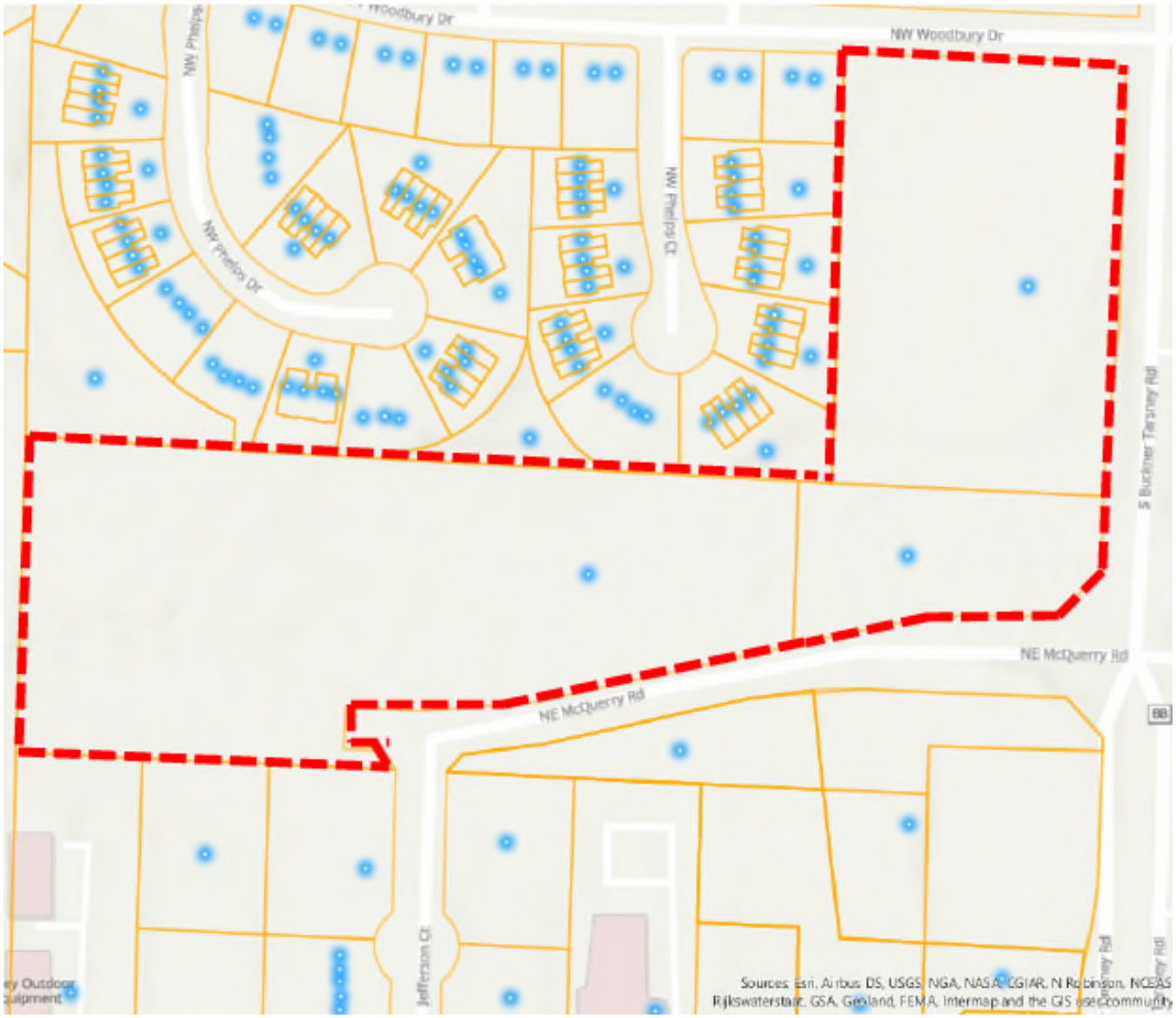


EXHIBIT 2

to Five Year Management Plan
ESTIMATED COSTS[1]

Formation Costs: **$25,000**

Improvements:[2] **$411,385**

Operating/Administrative Costs:

- First year **$7,500**
- Subsequent years **$5,000**

	2021	2022	2023	2024	2025
Projected CID Revenues	$0	$12,500	$19,100	$25,700	$26,086
Developer Advances	$443,885	$0	$0	$0	$0
Expenditures:					
Formation Costs	$25,000	$0	$0	$0	$0
Improvements	$411,385	$0	$0	$0	$0
Operating/Administrative Costs	$7,500	$5,000	$5,000	$5,000	$5,000
Reimbursement of Developer[3]	$0	$7,500	$14,100	$22,700	$21,086

[1] It is not anticipated that CID revenues will be used to pay for Services during the first five years. It is anticipated that after reimbursement of all Formation Costs and Improvements costs, plus interest, the District will provide certain Services within the District, which may include cleaning, maintenance, and other services the District may provide under Section 67.1461, RSMO.

[2] Anticipated Improvements include site grading and public stormwater improvements, construction of streets/drives, and other site work/infrastructure improvements.

[3] Reimbursement of Developer will include interest on all reimbursable amounts.

EXHIBIT 3
to Five Year Management Plan

BYLAWS

OF THE

GRAIN VALLEY MERCADO
COMMUNITY IMPROVEMENT DISTRICT

ARTICLE I
OFFICES, RECORDS, SEAL

1. Principal Office. The principal office of the District shall be located at such place as may from time to time be designated by the Board.

2. Records. The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors (the "Board") and each committee of the Board. The District shall keep a record of the name and place of residence of each director and each officer.

3. Seal. The Board may adopt, and may alter at its pleasure, a corporate seal, which shall have inscribed thereon the name of the District and the words: Corporate Seal – Missouri. The corporate seal may (but shall not be required to) be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

ARTICLE II
PURPOSES

The purposes of the District shall be to provide those services and improvements set forth in the petition for creation of the District (the "Petition") and the Five Year Plan attached thereto, and for all other lawful purposes that may be authorized by the Board and permitted under Sections 67.1401 through 67.1571, RSMo (the "Act").

ARTICLE III
BOARD

1. Powers of Board. The Board shall have and is vested with all powers and authorities granted by the Act, except as it may be expressly limited by law or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the District, to determine the policies of the District, to do or cause to be done any and all lawful things for and on behalf of the District, to exercise

or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes.

2. Official Actions. In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

3. Number of Directors; Qualifications. The number of directors of the District to constitute the Board shall be five (5). The initial directors constituting the Board (the "Initial Directors") were set forth in the Petition, and successors to the Initial Directors (the "Successor Directors") shall be appointed by the Mayor with the consent of the Board of Aldermen by resolution according to a slate submitted by the Board to the City Clerk, as set forth in the Petition and pursuant to the Act. The number of directors may not be increased or decreased. Each director shall: i) be at least eighteen (18) years of age, ii) an owner of real property ("Owner"), or such Owner's legally authorized representative, an owner of a business operating within the District ("Operator"), or such Operator's legally authorized representative, or a registered voter residing within the boundaries of the District ("Resident"), as provided by the Petition and the Act, and iii) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution.

4. Commencement of Term of Office of Directors. A director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time such director accepts the office of director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board or otherwise.

5. Length of Term of Office of Directors. In accordance with Section 67.1451, RSMo, the length of the term of the Initial Directors is stated in the petition for formation of the District, and Successor Directors shall serve for a four (4) year term or until his/her successor is appointed in accordance with these Bylaws, the Petition, and the Act. If for any reason a director is not able to serve his/her term, the remaining directors shall elect an interim director ("Interim Director") to fill the vacancy for the unexpired term.

6. Removal for Cause. In accordance with Section 67.1451.7, RSMo, any director may be removed for cause by a two-thirds affirmative vote of the Board (four directors). Written notice of the proposed removal shall be given to all directors prior to action thereon. Any director's failure to meet the qualification requirements set forth above, either in a director's individual capacity or in a director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said director.

7. Resignation. Any director may resign from the Board. Such resignation shall be in writing addressed to the Secretary of the District and shall be effective immediately or upon its acceptance by the Board as such resignation may provide.

8. Vacancy. In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board prior to the expiration of a director's term, the remaining directors shall elect an Interim Director to fill the vacancy for the unexpired term. At the expiration of the remaining term of the Interim Director, a Successor Director shall be appointed as set forth in Section 3 above.

9. Compensation of Directors. No director shall receive compensation from the District for any service such director may render to it as a director. A director may be reimbursed for his or her

actual expenses reasonably incurred in and about such director's performance of his or her duties as a director.

10. Committees. The Board shall have no authority to appoint an executive committee or any other committee having the authority of the Board. The Board may create and appoint such committees as it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board.

ARTICLE IV
MEETINGS AND PROCEDURES

1. Procedural Rules. All meetings and proceedings of the District shall be in accordance with Robert's Rules of Order except as otherwise directed by these Bylaws.

2. Place. Meetings of the Board of the District shall be held at the principal office of the District, as designated by the Board, or at any other place as may be determined from time to time by the Board.

3. Notice of Meetings. Meetings may be called by the Chairman, the Secretary or by a majority of the Board by written notice calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each director not less than twenty four (24) hours before the time of the meeting, either personally, by mail or by facsimile. If mailed, such notice shall be deemed to be delivered three days after depositing such notice in the United States mail addressed to the director at such director's address as it appears on the records of the District, with postage thereon prepaid.

4. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Quorum. The presence of a majority of the Board shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. Vacant positions are not counted in determining a majority of the Board. The acts of directors, in accordance with Robert's Rules of Order, who are present at a meeting at which a quorum is present shall be valid as the act of the Board except in those specific instances in which a larger vote may be required according to Robert's Rules of Order, by law or these Bylaws.

6. Adjournment. Whether or not a quorum shall be present at any such meeting, the directors present shall have power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that could have been transacted at the original session of the meeting.

7. Voting. Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be recorded so as to attribute each "aye" and "nay" vote, or abstinence if not voting, to the name of the respective director.

8. Official Actions. In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

9. Meeting by Conference Telephone. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the "**Sunshine Law**").

10. Compliance with State Sunshine Law. The District is a "public governmental body" pursuant to the Sunshine Law; therefore, notwithstanding any other provision of these Bylaws and in addition to any requirements of these Bylaws, the District shall give notice of and conduct all meetings of the Board in accordance with the Sunshine Law.

ARTICLE V
OFFICERS

1. General. The officers of the District shall be a Chairman, an Executive Director, a Secretary, a Treasurer and such other officers as the Board may appoint. The officers shall be appointed from among the members of the Board and shall at all times while holding such offices be members of the Board. Any two or more offices may be held by the same person.

2. Election and Terms of Office. Initially, the officers shall be appointed by the Board named in these Bylaws at the first meeting of that body, to serve until the first annual meeting of the Board and until their successors are duly elected and qualified.

At the first and each subsequent annual meeting of the Board, the Board shall appoint officers to serve until the next annual meeting of the Board and until their successors are duly appointed and qualified.

An officer shall be deemed qualified when such officer enters upon the duties of the office to which such officer has been appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

The term of office of each officer of the District shall terminate at the annual meeting of the Board next succeeding his or her appointment and at which any officer of the District is appointed unless the Board provides otherwise at the time of his or her appointment.

3. Removal. If for any reason any officer who is also a member of the Board ceases to be a member, then such officer shall be deemed automatically removed from office in the District.

4. Compensation of Officers. No officer who is also a member of the Board shall receive any salary or compensation from the District for any services such officer may render to it as an officer. Salaries and compensation of all other officers, agents and employees of the District, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the Chairman, or such other officer or officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease

his or her own salary or compensation. Each officer may be reimbursed for such officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the District.

5. Vacancies. Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the District shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board, and until such officer's successor is duly elected and qualified.

6. The Chairman. The Chairman shall be the chief executive officer of the District, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and shall carry into effect all directions and resolutions of the Board. The Chairman shall preside at all meetings of the Board at which he or she may be present.

The Chairman may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the District and may cause the seal to be affixed thereto, and all other instruments for and in the name of the District.

The Chairman shall have the right to attend any meeting of any committee of the Board and to express his or her opinion and make reports at such meeting; provided, however, that unless the Chairman shall be specifically appointed to any committee, the Chairman shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The Chairman shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board.

7. The Secretary. The Secretary shall attend the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the District to be kept for that purpose. The Secretary shall perform like duties for any committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the District and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any director of the District. The Secretary shall upon reasonable demand furnish a full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical officer of the District under the supervision of the Chairman and the Board.

The Secretary shall keep in safe custody the seal of the District and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the principal responsibility to give or cause to be given notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in these Bylaws.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a district and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

8. Treasurer. The Treasurer shall have supervision and custody of all moneys, funds and credits of the District and shall cause to be kept full and accurate accounts of the receipts and disbursements of the District in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the District as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the District in such accounts and depositories as may be designated by the Board. The Treasurer shall disburse or supervise the disbursement of funds of the District in accordance with the authority granted by the Board, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or district, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The Treasurer shall render to the Chairman or the Board, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the financial condition of the District.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a district, shall be the chief financial and accounting officer of the District and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

9. The Executive Director. The Executive Director shall execute documents, take any action and perform any further duties as may be prescribed from time to time by the Board.

10. Other Agents. The Board from time to time may also appoint such other agents for the District as it shall deem necessary or advisable, each of whom shall serve at the pleasure of the Board or for such period as the Board may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board or by an officer empowered by the Board to make such determinations.

11. Duties of Officers May Be Delegated. If any officer of the District be absent or unable to act, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person, provided a majority of the whole Board concurs therein.

ARTICLE VI
GENERAL PROVISIONS

1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District. All contracts shall be approved by written resolution of the Board.

2. Depositories and Checks. The moneys of the District shall be deposited in such manner as the Board shall direct in such banks or trust companies as the Board may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board.

3. Bonds. The Board may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board.

4. Custodian of Securities. The Board may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the District, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. The Board may remove any such custodian at any time.

5. Fiscal Year. The District's fiscal year shall begin on January 1 of each year and end on December 31 of the following year.

6. Certain Loans Prohibited. The District shall not make any loan to any officer or director of the District. No loans shall be contracted on behalf of the District and no evidence of any financial obligation shall be issued in its name unless authorized by resolutions of the Board of the District.

7. Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the District (including the heirs, executors, administrators and estate of such person) shall be indemnified by the District as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against or incurred by such person in such person's capacity as or arising out of such person's status as a director or officer of the District. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested directors or otherwise, and shall not limit in any way any right which the District may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director or officer of the District if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or upon statements made or information furnished by directors, officers, employees or agents of the District which such person had no reasonable grounds to disbelieve.

8. Absence of Personal Liability. The directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

9. Budgets. The District will annually prepare a budget for the upcoming fiscal year and submit it to the City between July 4 and October 2. The budget shall set forth the expected expenditures, revenues, and rates of taxes for the following fiscal year. The Board of Aldermen, in its discretion, may review and comment on the submitted budget, and if comments are given, the comments

must be submitted to the District no later than November 1. At the District's annual meeting, which is to be held no later than December 1, the District must adopt a budget for the next fiscal year.

10. Annual Report. No later than April 30, the District must also submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided by the District, revenues collected and expenditures made by the District during the previous fiscal year, along with copies of all resolutions approved by the Board during such fiscal year.

ARTICLE VII
AMENDMENTS

The Board of the District shall have the power to make, alter, amend and repeal the Bylaws of the District and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board. The District shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board at all reasonable times during office hours.

CERTIFICATE TO BYLAWS

The foregoing Bylaws were duly adopted as and for the Bylaws of the Grain Valley Mercado Community Improvement District by the Board of said District at its meeting held on _____, 2020.

_____
_____
Executive Director of the District

_____
_____
Secretary of the District

CITY OF GRAIN VALLEY, MISSOURI

711 Main Street, Grain Valley, Missouri 64029
(PH) 816-847-6200
kmurphy@cityofgrainvalley.org

TO: Mayor & Board of Aldermen

FROM: Ken Murphy, City Administrator

DATE: January 25, 2021

RE: Petition for the Establishment of the Grain Valley Mercado Community Improvement District

On December 9, 2020, pursuant to the Missouri Community Improvement District Act (§§ 67.1401 to 67.1571, RSMo) (the "CID Act"), a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City"). The City Clerk, with the assistance of the City's special economic development counsel, has reviewed the petition, and has determined that the petition substantially complies with the CID Act. A public hearing for consideration of the establishment of the District was set and all proper notice required by law was provided. In accordance with the CID Act, the Board of Aldermen must now hold a public hearing to hear all reasonable protests, objections and endorsements regarding the District and consider the adoption of an ordinance approving the petition and establishing the District.

Background

STAR Acquisitions, Inc. (the "Applicant") approached the City of Grain Valley, Missouri (the "City") looking for incentives for a redevelopment project. The City and Applicant worked out a comprehensive incentive program for implementation of a proposed community improvement district ("CID"), transportation development district ("TDD"), and a sales tax reimbursement agreement for development of property for a proposed development which is expected to provide approximately 85,000 square feet of fast food, retail, office, and industrial users. The Development Project is generally located at the northwest corner of the I-70/Buckner Tarsney Road interchange, south of NW Woodbury Drive and north of NW Jefferson Street (the "Development Area"). It is anticipated that the Applicant will begin construction of the Development Project by December 31, 2021. Completion of the project is anticipated to be December 31, 2024, but the parties hereto acknowledge and agree that the actual timing for completion of the Development Project will depend on tenant/user demand.

The Applicant understands that approval of the CID Petition, TDD Petition, and Sales Tax Reimbursement Agreement are subject to the sole discretion of the Board of Aldermen. In the coming weeks, the City and Applicant will negotiate a comprehensive development agreement which will include detailed provision relating to the implementation of the CID, TDD, and Sales Tax Reimbursement, if approved.

The TDD Petition has been submitted and is currently being evaluated by the Jackson County Circuit Court. The hearing date for the TDD Petition is expected no later than March 2021.

Procedural Steps

The proceedings associated with the consideration of the Petition are generally as follows:

- Public hearing is opened.
- Presentation on basic community improvement district law by the City's special counsel for economic development.
- Presentation of the CID Petition by the Developer.
- City Staff comments on the CID Petition by the City's special counsel for economic development issues.
- Questions and discussion of CID Petition by Mayor and Board
- Public comments, including but not limited to all reasonable protests, objections, and endorsements.
- Public hearing is closed.
- Motion regarding the Petitioner's request to establish the District and first reading of related ordinance.

Summary of Contents of CID Petition

- **Petitioners**: Signed by more than 50% of the owners of property located within the proposed district measured on a "per-capita" and an assessed value basis. The Petition was signed by 3 of 3 property owners (or 100% of the owners per capita). The property owners which signed the petition collectively own approximately 100% of the assessed value of real property within the boundaries.
- **Name of District**: Grain Valley Mercado Community Improvement District.
- **Map and Legal Description**: A legal description and map of the District were attached to the Petition as required by statute.
- **District Type**: The District will be established as a political subdivision of the State of Missouri.
- **District Governance**:
    - The District will be governed by a Board of Directors having 5 members.
    - The members of the Board of Directors are named in the Petition and will have initial terms of either 4 or 2 years as required by the CID Act.
    - Successor Directors will be appointed by the Mayor with the consent of the Board of Aldermen from a slate of nominees supplied by the District's Board.
- **Funding Mechanism**:

    - The Developer is requesting the authority to impose a 1% CID sales tax on all eligible retail sales within the District, as allowed under the CID Act and suggested by City Staff.
- **Term of Existence**: The Petition requests that the CID remain in existence for the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition.
- **Blight Determination**: That the area within the District boundaries is a Blighted Area pursuant to the determination of blight made by the Board of Aldermen in Ordinance No. 2107, adopted September 27, 2010, in conjunction with the approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan.
- **Five Year Plan**:
    - The CID Act requires a CID petition to include a five-year plan describing the purposes of a district, the services it will provide, the improvements it will make and the estimated costs of the services and improvements to be incurred.
    - District Purposes:
        - Provide for administration and operation of the District
        - Provide for CID Improvements
            - Site grading
            - Public stormwater improvements
            - Construction of streets/drives
            - Site work/infrastructure improvements
            - All associated design, architecture, and engineering for the above listed improvements
        - Provide for CID Services
            - Legal, accounting, and insurance expenses - annually
        - Impose a district sales tax – 1%
    - Estimated Costs of CID Improvements and related soft costs and financing in the first 5 years: $436,385.
    - Estimated Costs of CID Services in the first 5 years: $0 (see footnote 1 of Petition, Exhibit 2.)
    - Estimated Costs of District Operating/Administration in the first 5 years: $27,500.
    - Estimated Administration Fee to the City in the first 5 years: $833.86
    - Total Estimated Costs in first 5 years $529,271.
    - Total Estimated District Revenue in the first 5 years: $83,386.

Planned Improvements

Currently, the District Area is owned by one property owner. The Project Developer/Petitioners are requesting formation of the District to assist in the funding of public improvements, which consist of site grading, public stormwater improvements, construction of streets/drives, site work/infrastructure improvements, and CID eligible costs/improvements. CID will pay for CID eligible development costs that are not already being offset by TDD revenues and Sales Tax Reimbursement.

The public improvements will include necessary traffic improvements to the interchange required by MoDOT, including additional left turn lanes and traffic signal retrofits. These improvements were an unanticipated development cost since the City and MoDOT had just improved the interchange less than 10 years prior, which design was supposed to provide at least 20 years of traffic capacity in this area. The cost of the MoDOT improvements is estimated to be approximately $400,000, plus design and other soft costs. In addition, public improvements to the Development Area include, without limitation, transportation, and storm sewer improvements, all of which are anticipated to be reimbursed by CID and TDD revenues to the extent permitted by Missouri statutes.

Financing

The total cost of the Development Project is estimated to be $15,706,411. The private portion of the total cost of the Development Project is estimated to be $14,506,411. The public improvements portion of the total cost of the Development Project is estimated to be $1,200,000 or 7.6% of the total project costs.

A CID sales tax in the amount of 1.0% would be levied within the Development Area. The Applicant will utilize non-captured CID revenues for the reimbursement of reimbursable project costs as permitted by state statute. Captured CID revenues would be collected in the TIF Special Allocation Fund for reimbursement to the City for its costs to reconstruct the interchange. Initial estimates of the amount of CID revenues (excluding CID revenues captured as EATs) available to pay for and/or reimburse Development Project costs is $358,040 (plus reimbursable interest thereon, as discussed below

Next steps

If the Board of Aldermen approves of this request, the following steps will occur on the following estimated schedule to move the project forward:

Event	Schedule
Public Hearing and First Reading of Ordinance Approving Community Improvement District (CID)	January 25, 2021
Second Reading of Ordinance Approving CID	February 8, 2021
District holds first Board Meeting and adopts resolution to impose CID sales tax	During February/March 2021
District's Board of Directors works with City and Developer to negotiate cooperative agreement	Ongoing
District holds sales tax election	Early June 2021

District sales tax effective date	October 1, 2021

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Staff/ Committee Reports

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CITY OF GRAIN VALLEY
MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator

TO: Mayor & Board of Aldermen

CC: Ken Murphy, City Administrator

DATE: January 25, 2021

SUBJECT: Human Resources Update

An individual summary annual statement was prepared and distributed to all full-time employees. The summary statement gave the employee an overview of their Total Compensation Package. The Total Compensation Package includes much more than an employee's take home pay. In fact, total compensation includes Paid Leave, Holidays, Employer Paid Insurance (medical and dental), Health Savings contribution, LAGERS Retirement, Employee Assistance Program, Life Insurance and Statutory Benefits; such as, Social Security, Medicare, Unemployment and Workers Compensation.

2020 Performance Evaluations are being completed by employees and supervisors. The performance evaluation program was introduced this past summer. Throughout the year, employees are evaluated on city-wide competencies, job specific competencies and goals.

Current Positions Available

- Police Officer (1)
- School Resource Officer assignment (1)

Recently Filled Positions

- Detective – filled internally
- Police Officer (3)
- Part-Time Receptionist/Cashier

Recent Promotions

- None

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