CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

SEPTEMBER 27, 2021
7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER
- Mayor Chuck Johnston

ITEM II: ROLL CALL
- City Clerk Jamie Logan

ITEM III: INVOCATION
- Pastor Mike Cassidy of Faith United Methodist Church

ITEM IV: PLEDGE OF ALLEGIANCE
- Alderman Jayci Stratton

ITEM V: APPROVAL OF AGENDA
- City Administrator Ken Murphy

ITEM VI: PROCLAMATIONS
- None

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

ITEM VIII: CONSENT AGENDA
- September 13, 2021 – Board of Aldermen Regular Meeting Minutes
- September 27, 2021 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS
- None

ITEM X: NEW BUSINESS
- None

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: RESOLUTIONS

ITEM XIII (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 Hoefer Welker, LLC for Architectural Services Related to Planning and Design of a Police Station and Renovation of City Hall**

R21-52

Introduced by Alderman Rick Knox

To begin the planning process relative to designing and constructing a new Police Station and subsequent renovations to City Hall

ITEM XIV: ORDINANCES

ITEM XIV (A) **An Ordinance of the City of Grain Valley, Missouri Authorizing the Mayor to Enter into A Comprehensive Development Incentives Agreement Related to the Mercado Commercial Development**

B21-22

2ND READ

Introduced by Alderman Darren Mills

To enter into a comprehensive development incentives agreement

ITEM XIV (B) **An Ordinance Approving the Final Development Plan and the Final Plat for Creekside Villas**

B21-23

1ST READ

Introduced by Alderman Jayci Stratton

To gain final development plan and final plat approval for Creekside Villas

ITEM XIV (C) **An Ordinance Amending Chapter 130.020 (Court Costs) of the Code of Ordinances of the City of Grain Valley, Missouri to Include the State Court Automation Surcharge**

B21-24

1ST READ

Introduced by Alderman Shea Bass

To amend current court fees for the implementation of Show Me Courts

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

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

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Jayci Stratton

ITEM XVIII: MAYOR REPORT

- Mayor Chuck Johnston

ITEM XIX: EXECUTIVE SESSION

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

ITEM XX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON OCTOBER 11, 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 September 13, 2021 at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Chuck Johnston

ITEM II: ROLL CALL

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

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Pastor Jason Williams of Valley Community Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Darren Mills

ITEM V: APPROVAL OF AGENDA

- There is one update to the agenda; B21-21 should read Series 2018A instead of Series 2011
- *Alderman Headley made a Motion to update the agenda*
- *The Motion was seconded by Alderman Knox*
- *Motion to update the agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

MOTION APPROVED: 6-0-

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZENS PARTICIPATION

- Jan Brill; 1035 Ephraim – Ms. Brill returned a copy of the City's Comprehensive Plan she requested a while back and stated it was impressive, but wasn't what she was looking for; she said the Census results are in she is looking for a report card of some sort from the City since the Census stated we've grown 22% and asked if the water, sewage, roads, city workers, policemen, etc. have grown at the same rate- she's asking if there is a report card that would show that information or if it could be created

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- Mayor Johnston stated he didn't know if 22% population would necessarily mean 22% increase in each of the areas as the City tries to keep up with everything as far as maintenance and personnel go and not as a comparison to population
- Ms. Brill stated she has appreciated the Sni-A-Bar Road improvements, but she has watched her road in need of maintenance and would like an overall report card of where we were 10 years ago vs. now
- Alderman Stratton asked the last time the number of officers were increased; Chief Beale stated 2005; Ms. Brill thinks we are vulnerable as a small town of being overwhelmed by growth and would like for the city to plan ahead for these items towards a population projection
- Alderman Headley stated years ago due to the influx of growth and other DNR requirements, the water treatment plan was expanded exponentially to accommodate our growth; he stated the water system working with Tri-County has grown and sold some capacity back as it wasn't needed; he also stated several programs put into place to assess all of our roads and put a plan in to place; he stated they are aware as several roads were put at the same time and are failing at the same time
- Ms. Brill feels her road is falling apart due to waste trucks and delivery vehicles going up and down her street; would like to know where we were, where we are and where we are going with infrastructure issues; Mayor Johnston shared details of how the road project works and how the roads are scheduled in the most cost-efficient manner possible; she feels the average citizen is not getting this information
- Mr. Murphy shared the road information is going out via a mailed publication and not just Facebook and the website, but this type of items is in the printed publication twice a year, "City View", and Mr. Murphy stated quarterly emails are going out and to go to the website to sign up for these updates quarterly which includes development, infrastructure, police department and other items going on in the city which is a little more current than the twice a year; Ms. Brill stated that information/format isn't getting to her or her friends and would like it more understandable such as a grade card on the roads, etc. and they are not processing the information; Mayor Johnston stated these types of mailings can be cost prohibitive; Ms. Brill said she was referring to maybe the Paper- Grain Valley News could be a source

- Scott Caudel; 400 SW Nelson Drive; he received a letter today regarding a potential no parking at a dead end on his street and to please comment by September 17th; he stated there has been an issue at the dead end where he lives; He says this would take away parking at his dwelling and has concerns how this would affect him and his people

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visiting him
- Alderman Stratton clarified details from the letter and which side of the street this would pertain to
- Mayor Johnston shared this letter is requesting comments and how it will affect the citizens on the street and a decision will be made at a later date
- Mr. Caudel states is issue with the process is that he feels like he is just now hearing about it and has only heard about it second hand; Now he's received a letter now, but no one has talked to him; Mayor Johnston stated that is the letters intent;
- Chief Beale stated he was at their home to attempt to talk to them, but they were not at home when he was there; Mr. Caudel is asking for better communication or suggesting leaving a card and he can call in when he's off work and available since he works during the day
- Mr. Murphy provided the timeline on these types of issues; He stated the issue was brought up at last meeting, City Engineer became involved, doorhangers/notices go out, receive public comment (currently in this part), then a decision is made on whether to change or not make a change; in the past the comment section was not done, and it went straight to an ordinance change
- Mr. Caudel states he's reached out in the past if there are concerns and per the current ordinance he can park there and move it every 48 hours, but it is in front of his house, and he doesn't have an issue; He's stating one person has an issue with trailers being parked there and they have been there for several years
- Alderman Stratton asked if he'd find an issue with regulating what types of items can be parked there such as no trailers and allow only cars; Mr. Caudel is on the fence on the issue; He states the trailer isn't the issue and says if not allowed to park there, the trailer will go somewhere else and likely right on Nelson Drive which is a busy road
- Mayor Johnston stated this is under discussion right now; Mr. Caudel states many of the items stated by the neighbor were not factual
- Mr. Caudel hoped to inform the Board of what is occurring on his street

- Shawn Thompson; 801 SW Leann Drive and states he is aware of the ordinances and thinks having weight limits on trailers is a good idea and he has a 24-foot enclosed car trailer; He stated he has had trailers he worked on a few times as he helped friends work on a few items at his home and four vehicles this year; he stated items on the trailer stay on the trailer occasionally 1 night if he gets home from work late and handles in the morning; he stated he has parked there for 8 years and wants to know why it is an issue now; he knows the ordinances now and follows the ordinances; He cannot believe this has become this big of an issue; He stated he is not running a business out of his home;

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he stated he should be able to work on his vehicles; He's sorry for the board having to deal with this and said he did not verbally abuse the neighbor; he wants all to be able to be free to live their lives and do their thing
- Alderman Stratton thanked him for sharing his side of the story

ITEM VIII: CONSENT AGENDA
- August 23, 2021 – Board of Aldermen Regular Meeting Minutes
- September 13, 2021 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Bass*
  - *None*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS
- This is the 2nd presentation for the Liquor License application for a wholesale liquor license for Agaves, LLC; The application was received in good order and reviewed and found to be in good order by Chief Beale; tonight, we are requesting a motion to approve the liquor license
- *Alderman Headley made a Motion to Approve Liquor License for Agaves, LLC*
- *The Motion was seconded by Alderman Knox*
- *Motion to Approve Liquor License for Agaves, LLC was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

MOTION APPROVED: 6-0-

ITEM X: NEW BUSINESS
- None

ITEM XI: PRESENTATIONS
- None

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ITEM XII: PUBLIC HEARING

- None

ITEM XIII: RESOLUTIONS

Resolution No. R21-51: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Installation of One New Street Light in the Black Industries Subdivision

- *Alderman Headley moved to approve Resolution No. R21-51*
- *The Motion was Seconded by Alderman Knox*
  - This light was included in the development fee for this area, and it is now at the stage for installation
- *Resolution No. R21-49 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R21-49 Approved: 6-0-

ITEM XIV: ORDINANCES

Bill No. B21-19: An Ordinance of the City of Grain Valley, Missouri, Approving the Final Plat of Rosewood Hills 11th Plat

Bill No. B21-19 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bass moved to accept the second reading of Bill No. B21-19 and approve it as ordinance #2554*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to accept the second reading of Bill No. B21-19 and approve it as Ordinance #2554 was voted upon with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

-Bill No. B21-19 BECAME ORDINANCE #2554: 6-0-

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Bill No. B21-20: An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2021 Calendar Year for General Municipal Government Operations; the Retirement of General Obligation Debt; Park Maintenance; and Public Health Purposes

Bill No. B21-20 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Cleaver moved to accept the first reading of Bill No. B21-20 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Headley*
    - The last board meeting was the public hearing for the levy and were proposing a .15 cent decrease in the levy
    - Alderman Stratton asked how much of the full .15 cents was due to the Hancock law; Mr. Craig stated there is a requirement to rollback when there is an increase in the assessed valuation; in odd number years real property is reassessed; there is another ordinance this evening to defease and paydown future general obligation debt to keep revenue generally what it was within the last year
- *Bill No. B21-20 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
    - *Nay:*
    - *Abstain:*

-Motion Approved 6-0-

Bill No. B21-20: An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2021 Calendar Year for General Municipal Government Operations; the Retirement of General Obligation Debt; Park Maintenance; and Public Health Purposes

Bill No. B21-20 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Cleaver moved to accept the second reading of Bill No. B21-20 and approve it as ordinance #2555*
- *The Motion was Seconded by Alderman Headley*
    - None
- *Motion to accept the second reading of Bill No. B21-20 and approve it as Ordinance #2555 was voted upon with the following roll call vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
    - *Nay:*

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- *Abstain:*

-Bill No. B21-20 BECAME ORDINANCE #2555: 6-0-

Bill No. B21-21: An Ordinance Authorizing the Escrow of Funds Sufficient to Pay a Portion of the Outstanding General Obligation Bonds, Series 2018A, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions

Bill No. B21-21 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Headley moved to accept the first reading of Bill No. B21-21 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Bass*
  - Mr. Craig stated there is an ordinance and escrow agreement for your consideration drafted by Gilmore and Bell; this obligates approximately $375,000 from debt service reserve fund to be used to pay for the Series 2018A obligation bonds ; allows for will be used for the future debt to be paid up early while maintaining the city's debt service capability and is similar to something done in 2019
- *Bill No. B21-21 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

-Motion Approved 6-0-

Bill No. B21-21: An Ordinance Authorizing the Escrow of Funds Sufficient to Pay a Portion of the Outstanding General Obligation Bonds, Series 2018A, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions

Bill No. B21-21 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Headley moved to accept the second reading of Bill No. B21-21 and approve it as ordinance #2556*
- *The Motion was Seconded by Alderman Mills*
  - None
- *Motion to accept the second reading of Bill No. B21-21 and approve it as Ordinance #2556 was voted upon with the following roll call vote:*

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- *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
- *Nay:*
- *Abstain:*

-Bill No. B21-21 BECAME ORDINANCE #2556: 6-0-

Bill No. B21-22: An Ordinance of the City of Grain Valley, Missouri Authorizing the Mayor to Enter into a Comprehensive Development Incentives Agreement Related to the Mercado Commercial Development

Bill No. B21-22 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Mills moved to accept the first reading of Bill No. B21-22 bringing it back for a second reading by title only at the next regular scheduled meeting*
- *The Motion was Seconded by Alderman Knox*
  - Mr. Murphy stated this involves the Mercado Development NW Corner of Buckner Tarsney and Jefferson– included in this agreement includes the TDD and CID portions of the agreement and this is the step that puts all terms in the one document
  - City attorney Carnes stated there is a memorandum in the packet to explain this process and to follow up with any questions at the next meeting
- *Bill No. B21-22 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

-Motion Approved 6-0-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - Absent
- Chief James Beale
  - None
- Finance Director Steven Craig

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- None

- Parks & Recreation Director Shannon Davies
  - Towards the end of 2019, the Phase 1 of the Blue Branch Creek trail was installed and this past April, phase II was started and the past few weeks the asphalt on either end of the pedestrian bridge was poured including the 8 stall parking lot at the trail head; This was a big connection in the trails master plan offering safe passage for pedestrians; They would like to have a ribbon cutting on Wednesday, 9/29 at 2:00 PM at the parking lot/trailhead at Cross Creek North of the traffic circle on Sni-A-Bar Blvd
  - Alderman Cleaver asked if the school would do more asphalt connectivity into the school grounds; Mr. Davies stated there have been discussions with the school and they have expressed interest, but they have several improvements and need to determine their timelines
  - Mayor Johnston stated the new sidewalk by Butterfly Park doesn't appear completed yet; Mr. Davies stated the curb doesn't have a curb cut there will be more work there once some curb work is done/need to add a crosswalk there over the next few weeks
- Community Development Director Mark Trosen
  - None
- City Clerk Jamie Logan
  - None

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - None
- Alderman Rick Knox
  - None
- Alderman Darren Mills
  - None
- Alderman Jayci Stratton
  - She felt the fair this past weekend was a success for businesses including 25 local businesses and entities; stated it was nice to be able to do this year

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ITEM XVIII: MAYOR REPORT

- Stated he thought the fair went well and stated the parade was such a late start and made it so hot; Alderman Stratton stated there was ACT testing which would have taken away from many of the float participants; Mayor Johnston stated a late parade also takes away from participation in both items – the fair and the parade and overall felt there was a good attendance

ITEM XIX: EXECUTIVE SESSION

- None

ITEM XX: ADJOURNMENT

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

DRAFT

Minutes submitted by:

_____ _____
Jamie Logan Date
City Clerk

Minutes approved by:

_____ _____
Chuck Johnston Date
Mayor

ELECTED OFFICIALS PRESENT
Mayor Chuck Johnston
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Chief James Beale
Community Development Director Mark Trosen
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Sarah Carnes

Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	9/27/2021	
BILL NUMBER	R21-52	
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 HOEFER WELKER, LLC FOR ARCHITECTURAL SERVICES RELATED TO PLANNING AND DESIGN OF A POLICE STATION AND RENOVATION OF CITY HALL**	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	FY2021 - $70,000 FY2022 - $430,000 FY2023 - $220,700
	Budget Line Item:	280-88-79910
	Balance Available	FY2021 - $99,968
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To begin the planning process relative to designing and constructing a new Police Station and subsequent renovations to City Hall.	
BACKGROUND	A RFQ was issued for architectural services related to the planning and design of a new Police Station on City owned property as well as renovations to the current City Hall. After scoring responses, three firms were interviewed. The firms were Hoefer Welker, Clark & Enerson and PGAV+MWL.	
SPECIAL NOTES	None	

ANALYSIS	After the initial RFQ responses and interview/presentation, Hoefer Welker was deemed to be the best firm to move forward with by the selection committee. Their extensive experience and background in designing emergency service facilities and their approach to the design process and public engagement made them the unanimous choice amongst the selection committee.
PUBLIC INFORMATION PROCESS	Notice of RFQ was published in the Examiner and placed on the City website.
BOARD OR COMMISSION RECOMMENDATION	The selection committee recommends awarding Hoefer Welker the task of designing a new Police Station and renovating City Hall.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Contract, RFQ Response and Presentation

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

September 27, 2021

R21-52

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HOEFER WELKER, LLC FOR ARCHITECTURAL SERVICES RELATED TO PLANNING AND DESIGN OF A POLICE STATION AND RENOVATION OF CITY HALL

WHEREAS, the Board of Aldermen recognize that the current combined Grain Valley Police Station and City Hall does not adequately serve the municipality due to size and capability restraints; and

WHEREAS, the Board of Aldermen have identified the need to first address a new building for the Grain Valley Police Department with renovations being conducted to ease issues seen within City Hall; and

WHEREAS, the Board of Aldermen understand that the design of a police station is a specialty service requiring a knowledgeable architect firm; and

WHEREAS, the Board of Aldermen believe Hoefer Welker, LCC is the most qualified firm to provide those planning and design services.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Hoefer Welker for planning and design of a police station and renovations to the current shared building.

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

_____

Chuck Johnston
Mayor

ATTEST:

_____

Jamie Logan
City Clerk

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AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Hoefer Welker, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710

for the following Project:
(Name, location and detailed description)

Grain Valley Police Department and City Hall Renovation
Grain Valley, Missouri
New approximately 14,000 SF police station and renovation of the existing municipal building
The Owner and Architect agree as follows.

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

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

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6 COST OF THE WORK

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8 CLAIMS AND DISPUTES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

(Paragraphs deleted)

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program established in Community Campus Master Plan 2019. Hoefer Welker and City of Grain Valley will review and finalize space needs.

(Paragraphs deleted)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New approximately 14,000 SF building to be located east of City Hall.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approximately $6.5 million (Reference exhibit A)

(Paragraph deleted)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

(Paragraphs deleted)
§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk with a Guaranteed Maximum Price

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraphs deleted)
§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ken Murphy, City Administrator
City of Grain Valley, Missouri
711 Main Street, Grain Valley, Missouri, 64029
Telephone Number: 816.847.6291

(Paragraphs deleted)
§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

(Paragraphs deleted)
§ 1.1.9 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

as part of Architect's Base Services

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

(Paragraphs deleted)
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Nick Lawler, AIA, NCARB
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710
Mobile Number: 816.694-.5544
Email Address: nick.lawler@hoeferwelker.com

(Paragraphs deleted)
§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)
§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

J&S Structural Engineers
6640 W. 143rd Street, Suite 250
Overland Park, Kansas 66223
Phone:913-549-4701

.2 Mechanical, Electrical, Plumbing, Fire Protection, and Specialty IT systems Engineer:

Smith and Boucher Engineers, Inc
25618 W. 103rd Street
Olathe, Kansas 66061
Phone: 913-345-2127

.3 Civil Engineer and Surveying:

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BHC
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
Phone: 913-663-1900

.4 Landscape Architect:

Landworks Studio
102 S. Cherry Street, 2nd Floor
Olathe, Kansas 66061
Phone: 913-780-6707

(Paragraphs deleted)
§ 1.1.11.2 Consultants retained under Supplemental Services:

Bonding Specialist
Fides Munusque Fidele, Inc
12930 Izard Street
Omaha, NE 68154
Phone: 402-999-7470

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model , shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

(Paragraph deleted)
§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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(Paragraph deleted)

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

(Paragraphs deleted)

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

(Paragraphs deleted)

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services, as well as the services of a landscape architect. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall not be responsible for any fees associated with obtaining necessary permits or approvals.

§ 3.2 Schematic Design Phase Services

(Paragraphs deleted)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and shall not proceed to the Design Development Phase without the Owner's written approval.

§ 3.3 Design Development Phase Services

(Paragraphs deleted)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, review with the Owner of any adjustments to the estimate of the Cost of the Work, and shall not proceed to the Construction Documents Phase without the Owner's written approval.

§ 3.4 Construction Documents Phase Services

(Paragraphs deleted)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect may, at the request of the Owner, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the preliminary estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

Init.
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§ 3.5.2 Competitive Bidding

(Paragraphs deleted)

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents, in electronic format, to prospective bidders;

.2 participating in a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

(Paragraphs deleted)

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents, in electronic format, to prospective contractors and requesting their return upon completion of the negotiation process;

.2 participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

(Paragraphs deleted)

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or sixty (60) days following the issuance of the Certificate of Substantial Completion, whichever is earlier.

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§ 3.6.2 Evaluations of the Work

(Paragraphs deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

(Paragraphs deleted)

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§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

(Paragraphs deleted)

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

(Paragraphs deleted)

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections may be conducted with the Owner, if requested, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect, Verification of existing program
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect, as part of pre-design services
§ 4.1.1.5 Site evaluation and planning	Architect, as part of pre-design services
§ 4.1.1.6 Building Information Model management responsibilities	Architect, as part of pre-design services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect, as part of pre-design services
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect, as part of optional services
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Architect, as part of basic services

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§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect, as part of basic services
§ 4.1.1.22 Security evaluation and planning	Architect, as part of basic services
§ 4.1.1.23 Commissioning	Architect, as part of optional services
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, as part of optional services
§ 4.1.1.29 Other services provided by specialty Consultants .1 Low Voltage design services .5 Audio-Visual design services	Architect, as part of basic services
§ 4.1.1.30 Other Supplemental Services .1 Professional models or renderings .	Architect, as part of optional services

(Table deleted)
(Paragraphs deleted)

§ 4.1.2 Description of Supplemental Services

(Paragraphs deleted)

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 If more than 30% of the submittals require more than one review

.2 Two (2) visit to the site each month, up to 24 total visits, by the Architect during construction

.3 One (1) inspection of the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspection of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

(Paragraphs deleted)

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

(Paragraphs deleted)

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraphs deleted)

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

(Paragraph deleted)

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

(Paragraphs deleted)

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

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, as well as contingencies for changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Negotiation

(Paragraphs deleted)

§ 8.2.1 Owner and Architect shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between representatives who have authority to resolve the matter. Either party may give the other party written notice of any dispute not resolved in the normal course of business Within ten (10) business days after its receipt of the notice, the receiving party shall submit to the other party a written response. The notice and response shall each include (a) a statement of the party's position and a summary of the arguments supporting that position, and (b) the name and title of the company representative who will represent that party. Within twenty (20) business days following delivery of the original dispute notice, the parties' respective representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by either party to the other will be honored.

§ 8.2.2 If the parties do not resolve a dispute through negation pursuant to Section 8.2.1, then the parties may seek appropriate legal remedy.

§ 8.2.3 Not used.

§ 8.2.4 If the parties do not resolve a dispute through Negotiation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs deleted)

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ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Not used.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In the event of termination not the fault of the Architect, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Twenty percent (20%) of Architect's unbilled compensation.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Twenty percent (20%) of Architect's unbilled compensation.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall advise the Architect of any known or suspected hazardous substances on or around the project site. If the Architect observes or suspects the existence of hazardous materials during the performance of its services, the Architect, at its option, may suspend services and notify the client of the condition. If services are suspended, they will resume only after the Owner obtains a written report from a qualified examiner that the site is free and clear of hazardous substances. The Architect shall not be liable for any cost and/or schedule delay during a suspension of services due to hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after three (3) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

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(Insert amount)

Due to the unknown nature of the final project budget, the basic services fee is based upon 8% of the value of construction. It is the intent to adjust the final value of the basic services fee once the budget is identified. Reference attached Exhibit A.

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reference attached Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

negotiated lump sum fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

negotiated lump sum fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' annual review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	**Rate ($0.00)**
Principal	$300
Architect – Sr. Project Manager	$200
Architect – Sr. Project Architect	$160
Architect – Sr. Arch. Designer	$140
Architect – Project Manager	$170
Architect – Project Architect	$120
Architect – Arch. Designer	$100
Interior Design – Director	$180
Interior Design – Sr. Interior Designer	$140
Interior Design – Staff	$100
EPS – Director	$210
EPS – Sr. Mechanical/Electrical/Plumbing Engineer	$160
EPS – Mechanical/Electrical/Plumbing Engineer	$140
EPS – Mechanical/Electrical/Plumbing Engineering Support	$100
EPS – Mechanical/Electrical/Plumbing BIM Support	$100
CTS – Director	$280
CTS – Sr. IT Designer	$240
CTS – IT Designer	$150
Support Staff	$ 80

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

(Paragraphs deleted)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Not Used;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Not Used;
.11 Not Used; and,
.12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

to be negotiated, if required

§ 11.10 Payments to the Architect
(Paragraphs deleted)
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Five thousand Dollars and Zero Cents ($ 5,000.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
(Paragraphs deleted)
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Design Contingency. Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of five percent (5%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen site conditions and including any tariffs applied are not costs due to errors, omissions or inconsistencies. In no event

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shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error or omission.

12.2 Precedence. This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, verbal discussions or like document or conversation regarding the Architect's services.

12.3 Severability. If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Not Used.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architect's scope and fee detail

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Architect's standard Electronic Document and BIM Release agreements, included by reference

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

OWNER (Signature)	**ARCHITECT** (Signature)
	Chris Andersen, AIA, NCARB, Partner and CFO
(Printed name and title)	*(Printed name, title, and license number, if required)*

(Table deleted)(Paragraphs deleted)

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Design Services for the Grain Valley Police Station

EXHIBIT A

PROJECT INFORMATION

Project Construction Budget (New Police Station):	$6,000,000
Project Construction Budget (City Hall Renovation)	$500,000
Project FF&E Budget:	$300,000

PHASE 1 SERVICES (PRIOR TO BOND ELECTION)

PREDESIGN

1.	Site Assessment	$3,500
2.	Site Survey	$16,000
3.	Geotechnical	By Owner
4.	Program Verification (tours and interviews included)	$8,500
5.	Cost Range Estimates	$6,500
6.	Sustainability Charrette – Mechanical System Cost-Payback	$12,500
7.	Existing Building Assessment and 3D Modeling	$12,000
8.	Existing Building Assessment – Mechanical (In-Depth)	$4,200
9.	Bonding Specialist Services	$49,400

BASIC SERVICES (50% SCHEMATIC DESIGN)

Building Development (8% of Construction Cost) x 7.5%	$39,000

TOTAL FEE PHASE I SERVICES	**$151,600**

PHASE 2 SERVICES

BASIC SERVICES (SD, DD, CD, Bid, CA Phases)

Building Development (8% of Construction Cost) x 92.5% (Includes Access Control, Technology, AV Design)	$481,000

OTHER SERVICES

1.	Stormwater Management Plan	$6,000
2.	City Process (Planning and Council Approval)	$9,000
3.	NOI/SWPPP Permitting	$1,500

TOTAL FEE PHASE 2 SERVICES	**$497,500**

OPTIONAL SERVICES (New Police Station Scope)

1.	Sanitary Sewer Extension Plans w/Easement (if needed)	$4,000
2.	Sanitary Sewer Extension As-Builts (if needed)	$1,200
3.	Professional Renderings (allowance 2 @ $6,000)	$12,000
4.	Existing Furniture Inventory (Allowance)	$10,000
5.	Furniture (Option One – layout only)	included in basic services
6.	Furniture (Option Two – one vendor @ 6% of budget)	$18,000
7.	Furniture (Option Three – bid package @ additional 4%)	$12,000
8.	Commissioning	$18,000
9.	Record Documents (Allowance 4% of basic services)	$20,800

REIMBURSABLE EXPENSES (estimated 8% of Basic Services Fees)	**$41,600**

BUILDING INFORMATION MODEL (BIM) ELECTRONIC FILE DESIGNATED USE LICENSE AGREEMENT

AGREEMENT between Hoefer Welker, LLC "Architect" and <<contractor name>> (hereinafter "Contractor") dated <<date>>.

WHEREAS, Architect and its Consultants have prepared for <<Owner name>> (hereinafter "Owner") drawings and other instruments of service for the <<Project name>> (hereinafter "Project");

WHEREAS, Contractor has requested that Architect and its Consultants furnish it with Electronic Files which contain information and data concerning certain Building Information Models furnished by the Architect and its Consultants, current as of the date of this Agreement, as follows:

- Architectural BIM model
- Structural BIM model
- MEP BIM model

These Electronic Files, provided electronically or on CD/DVD, are for the Contractor's use for reference purposes only to understand design intent. Any other use of the information or data in these Electronic Files without the express written authorization of the Architect is prohibited and at Contractor's risk.

NOW, THEREFORE, to effect the provision of an Electronic File Designated Use License to Contractor, the parties agree as follows:

1. Construction documents drawings prepared by Architect and its Consultants' that may be relied upon by Contractor Subcontractors, Suppliers and any other person or entity that obtains the construction documents drawings from or through the Contractor, pursuant to the conditions of the contract between the Owner and the Contractor, are limited to those two-dimensional printed drawings that are signed and sealed by the Architect and its Consultants and are identified as Contract Documents in the Agreement between the Owner and the Contractor, subject to any approved changes thereto. The Contractor shall be solely responsible for verifying and coordinating the information in the Electronic Files with the information contained in the Contract Documents. Electronic Files, including text, graphics, schedules, quantity and areas information, and all other information and data stored in Electronic Files are not Contract Documents and are furnished by Architect and its Consultants hereunder solely for the convenience of Contractor and for the limited purpose stated herein. Any information or data obtained or derived from such Electronic Files will be used at Contractor's sole risk, and the Architect and its Consultants make no representations that the information or data obtained or derived from such Electronic Files is correct, complete or accurate. Compatibility of the Electronic Files with Contractor's computer hardware or software is not guaranteed and any compatibility problems are the sole responsibility of the Contractor.

2. The Electronic Files provided under this Agreement are for the sole use of the Contractor on the Project identified above for the limited purpose stated herein, and this Agreement grants no right to furnish the Electronic Files information and data to any other person or entity or to use the information or data on any other project. The Contractor shall not transfer, convey, rent, sublicense, or otherwise distribute these Electronic Files or any portion of the information or data, or any right therein to any person or entity.

3. Duplicating, copying or distributing these Electronic Files or any portion of the information or data to any Other Entities for use solely on the Project is strictly prohibited unless the Contractor complies with the following requirements:
   a. The Contractor shall maintain a detailed written log of all Entities that obtain the Electronic Files from or through the Contractor. This log shall clearly indicate the company name, address, telephone number and the name of the contact person for each such Entity. A copy of this log shall be provided to the Architect, with updates whenever a new entity obtains the Electronic Files.
   b. The Contactor shall provide a copy of this Agreement to all entities that obtain the Electronic Files from or through the Contractor and shall obtain written confirmation, signed by a member of the Entity duly

authorized to legally obligate the Entity, that the Entity agrees to comply with all of the terms and conditions of this Agreement to the full extent as is required of the Contractor. The Contractor shall provide the Architect with a copy of such written confirmations prior to distributing these Electronic Files or any portion of the information or data to any Entities.

4. The Architect/Engineer's title block or other information identifying the Architect/Engineer or the Architect/Engineer's professional consultants will not be provided on the Electronic Files and this Agreement grants no right to reproduce or otherwise utilize such information.

5. Under no circumstances shall the furnishing of Electronic Files under this Agreement be deemed a sale of a product and Architect and its Consultants make no warranties, express or implied, in agreeing to furnish Electronic Files to Contractor.

6. Contractor understands that data stored on electronic media can be damaged in transmission, translation or be modified inadvertently and that errors and anomalies can be introduced into the data from the use of software application packages, operating systems, or computer hardware differing from those used by the Architect or its Consultants. Contractor acknowledges and assumes all such risks.

7. Contractor also recognizes that changes or modifications to the Architect's and its Consultants' drawings, Electronic Files or other instruments of service, including but not limited to files of text, data, graphics, schedules, quantity and areas information or other information and data stored on Electronic Files, which are introduced by anyone other than the Architect and its Consultants, may result in adverse consequences which cannot be predicted or controlled.

8. Therefore, and in consideration of the Architect and its Consultants agreement to furnish the above described information or data on Electronic Files, Contractor agrees, to the fullest extent permitted by law, to indemnify and hold Architect, Architect's Consultants and Owner harmless from and against any and all claims, liabilities, losses, damages, consequential damages, or costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the use for any purpose, conversion, modification, misinterpretation, misuse or reuse, by Contractor or any person or entity that obtains the Electronic Files information or data from or through the Contractor, of information and data furnished by Architect and its Consultants under this Agreement.

9. The Contractor hereby agrees that to the fullest extent permitted by law, the Architect and the Architect's Consultants shall have no liability to the Contractor for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes related to the Contractor's use of this Electronic Files information and data.

10. Provision of this Electronic Files information and data shall not obligate the Architect and its Consultants to provide historic or record files, updates, software, fonts, line types, documentation, reformatting or training of any kind relative to the use or application of the Electronic Files information and data herein.

11. If the Electronic Files are used by the Contractor as a posted set (in-progress as-built documents), then the Contractor shall be solely responsible for coordinating and updating the information and data obtained from Electronic Files as required due to approved changes to the Contract Documents.

12. The number of times during the course of the Project that Electronic Files are provided and the schedule for providing such files shall be subject to the approval of the Architect and its Consultants. The terms of this Agreement shall be in full force and effect for all Electronic Files that are provided.

13. The life span for the Contractor's use of Electronic Files information and data shall be limited to the date of Final Completion of the Project.

14. This Agreement contains the entire agreement between the parties as to the matters contained herein and all provisions of this Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the Architect and Contractor have caused this Agreement to be executed by their duly authorized representatives, with approval by the Owner as of the date set forth above.

CONTRACTOR:	ARCHITECT:
Company Name:_____	Company Name: Hoefer Welker, LLC
By (Signature):_____	By (Signature):_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

HOEFER WELKER

Electronic Document Release Form Agreement

Agreement for Use of Electronic Files Prepared by
Hoefer Welker, LLC

Drawing Issue/ Date:

Sent to: (Firm/ Name)

By opening the enclosed ELECTRONIC Files, you agree to the following terms and conditions:

1. **For the purposes of this Agreement only, the use of "Hoefer Welker, LLC" also includes Hoefer Welker's Consultants. Requests for electronic files from Hoefer Welker's Consultants may also require completion of their release agreement and their associated fees.**

2. **References to "User" means the individual, entity or group using the enclosed electronic files.**

3. **Uses/File Types.** The electronic files will be used by the User for the purpose(s) indicated below. Any other use, including, but not limited to, modifications to the electronic files for the purpose of creating bid documents or plans for construction, is expressly forbidden.
   - ☐ Preparing Submittals (for Subcontractors only). The User agrees to attach a signed copy of this Agreement to any submittals produced for the referenced project.
   - ☐ Furniture Space Planning ☐ FF&E Package ☐ Overhead Coordination Drawings
   - ☐ Signage Package ☐ Estimating ☐ Facilities Management/ Maintenance
   - ☐ Other _____

   File Type Requested: ☐ AutoCAD Files, Version___or ☐ PDF Format

   Sheets Requested: ☐ List Attached or ☐ Listed Here: _____
   _____
   _____

4. **Instruments of Service.** The User acknowledges that the electronic files prepared for this Project by Hoefer Welker are Hoefer Welker's instruments of professional service. All files, whether tangible or electronically stored, authored or created by Hoefer Welker are Hoefer Welker's exclusive property and are not works for hire. Hoefer Welker grants the User permission to utilize the electronic files solely with respect to the specifically selected use in Item 3 above. The User agrees it will not use any portion of the electronic files in any manner outside of the scope of this use without the express prior written consent of Hoefer Welker. The User shall not own or claim a copyright of these electronic files prepared by Hoefer Welker.

5. **Assigns.** The User shall not give, assign or sell the electronic copies, or any subsequently made electronic copies, or any portion of the electronic files prepared by Hoefer Welker to any other individual, entity or group.

6. **Contract Documents.** The electronic copies provided herein shall in no way be considered equal to or a part of the sealed Contract Documents for this Project.

7. **Field Conditions.** Hoefer Welker does not state, claim or imply in any way that these computer-generated drawings are an accurate reflection of actual constructed conditions, or coordinated with any other discipline or trade. Drawings shall only be considered diagrammatic, and a reflection of the design intent. Due to the possible corruption of electronic data, errors or anomalies may be introduced into the drawings. The User shall be solely responsible for the verification of the suitability of the electronic information provided for their own use and shall use the electronic data provided at the User's own risk.

8. **Electronic File Conversion.** (Files can be converted from Revit to AutoCAD or pdf; and AutoCAD to pdf. Conversions from AutoCAD to Revit is not available.) Hoefer Wysocki makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In using it, modifying it, or accessing information from it, the User becomes responsible for confirmation of accuracy and checking

of the data from the media. Hoefer Wysocki hereby disclaims any and all responsibility from any results obtained in use of this electronic media and does not guarantee accuracy of the information. The User understands that automated conversion of information and data to an alternate system cannot be accomplished without the possibility of introduction of inexactitudes, anomalies and errors. The User agrees to accept all risk associated with this conversion, and to the fullest extent permitted by law, to hold harmless and indemnify Hoefer Wysocki from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

9. **Electronic File Use.** The User agrees, to the fullest extent permitted by law, to indemnify, defend and hold Hoefer Welker, LLC harmless from and against all claims, liabilities, losses, damages and costs (including attorneys' fees and defense costs) arising or allegedly arising out of any modification, misinterpretation, misuse or reuse by the User or others of the electronic data provided by Hoefer Welker, LLC under this Agreement.

10. **Dispute Resolution.** Any disagreements or legal action arising out of the enforcement of this Agreement shall be initially addressed by mediation. Mediation or other legal remedies shall be subject to the Laws of the State of Kansas and shall be conducted in the Kansas City area.

11. **Breach of Agreement.** Hoefer Welker will vigorously defend its rights, property, and copyright if it is discovered that the User has breached any term of this Agreement. This could include, but is not limited to, seeking a financial judgment against the User.

12. **Fees.** Electronic copies of files from the Contract Drawings can be provided by Architect at the User's request for the scope identified in item #3 above, for a fee of $50.00 for each Drawing Sheet as selected from the Project Drawing Index with a minimum charge of $250**. Fees must be paid to Hoefer Welker in advance of receiving electronic fil es.** The User is also required to sign, date, and return this Agreement to Hoefer Wysocki prior to receipt of the requested electronic files.

IF YOU ARE NOT IN AGREEMENT WITH THESE TERMS AND CONDITIONS, YOU WILL NOT RECEIVE THE REQUESTED ELECTRONIC FILES FROM HOEFER WYSOCKI.

Architect: Hoefer Welker, LLC	*User:* _____
By: _____ *(Signature)*	*By:* _____ *(Signature)*
Name: _____	*Name:* _____
Title: _____	*Title:* _____
Date: _____	*Date:* _____


Creating a Vision
for Grain Valley.
HOEFER WELKER

Proven Team

LEADERSHIP



KEN HENTON
PRINCIPAL-IN-CHARGE



NICK LAWLER
PROJECT MANAGER

DESIGN



CHRIS KRUMREI
PROJECT ARCHITECT/
DESIGNER



CAROLYN BOOS
INTERIOR DESIGNER
& FF&E

SUB-CONSULTANTS

Fides Munusque Fidele Bond/Funding



STEVEN WOLF
COMMUNITY ENGAGEMENT
SPECIALIST

Smith &Boucher MEP Engineer

CHRIS ALBRIGHT
MEP Project Manager/Fire Protection Engineer

KADE MELTON
Electrical Engineer/Low-Voltage Engineer

MATT HEINRICH
Mechanical Engineer

250+
Projects with Smith & Boucher

J&S Structural Engineer

KIM JONES
Principal Structural Engineer

23+
Projects with J&S

BHC Civil Engineer

KEVIN PINKOWSKI
Civil Engineer

MIKE MAKRIS
Civil Engineer

20+
Projects with BHC

Landworks Landscape Architect

BRIAN STURM
Landscape Architect

7
Projects with Landworks

WHY
Does this matter to Grain Valley?

Ken, Nick, and Chris have been working together for 14 years. Our team brings knowledge, lessons learned and value.

Services

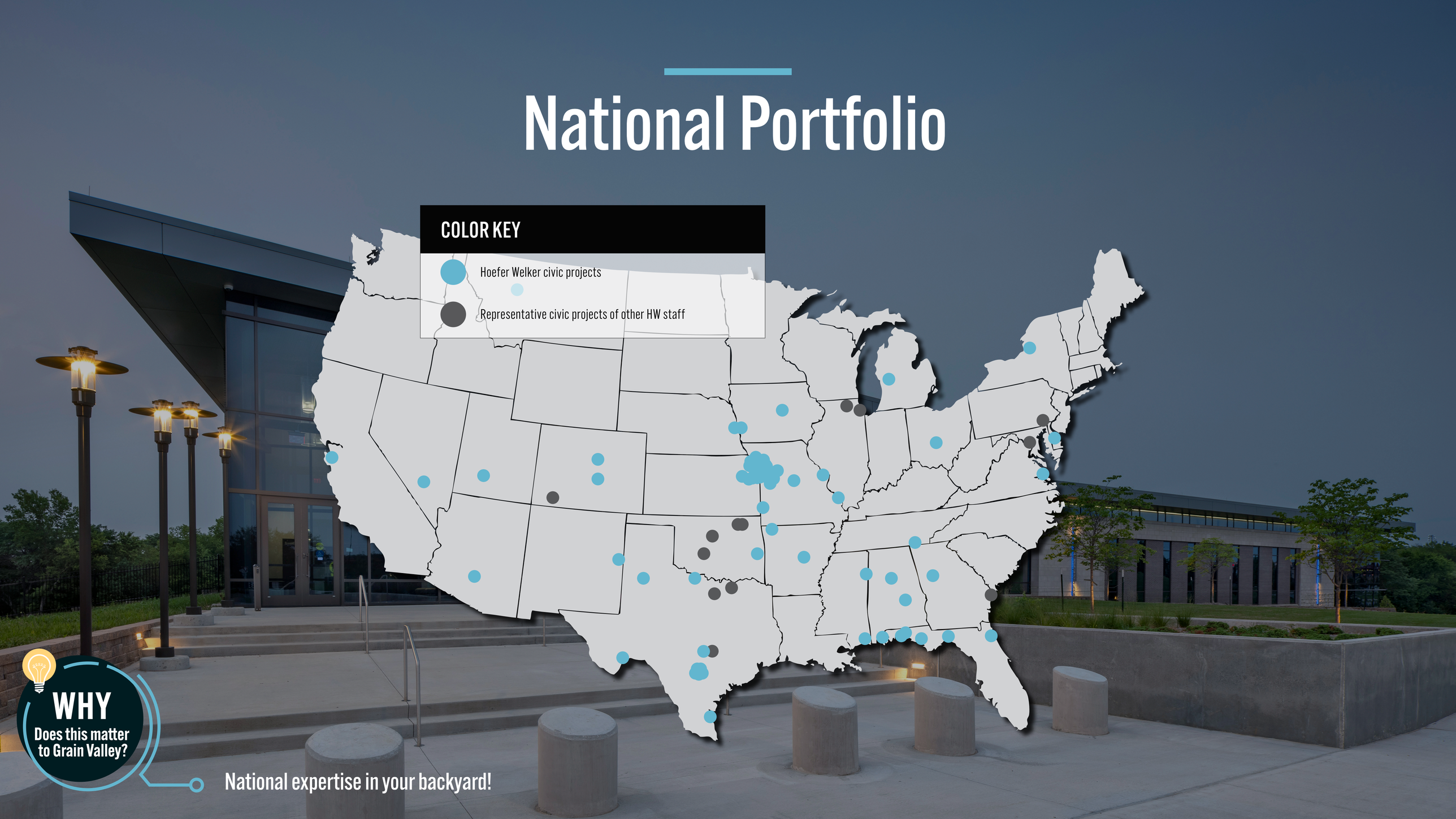


- Architectural Design
- Interior Design
- Furniture/FF&E Procurement
- Needs Assessment
- Site Assessment
- Existing Building Assessment
- Site Selection & Development
- Space Programming
- Community Engagement
- Eco-Charrette/ Sustainability
- Master Planning
- Storm-Resistant Hardening Design
- Technology Consulting
- Security Design
- AV/Security Systems
- Graphic Design/ Branding

WHY
Does this matter to Grain Valley?

One firm | One Line of Communication | Saves time and money.

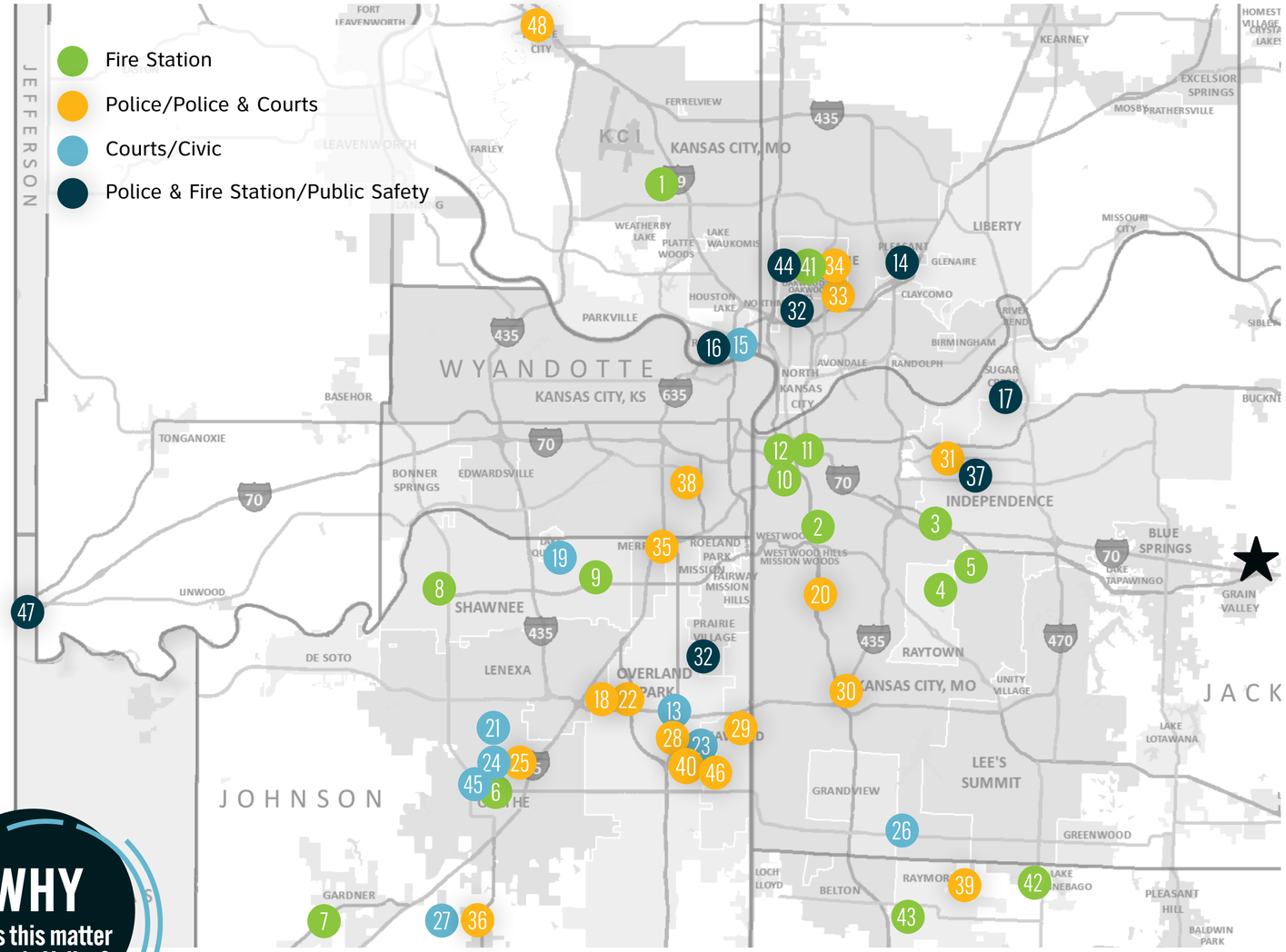
National Portfolio



WHY
Does this matter to Grain Valley?

National expertise in your backyard!

Public Safety Portfolio



35

minutes away

100%

committed to you!

Local

Committed to on-site meetings & collaboration is essential to our process

WHY
Does this matter to Grain Valley?

With nearly 50 civic projects in the KC Metro, we are able to tour multiple facilities in just one day! Only 35 minutes away, we are committed to YOU.

Facility Tours



















COMMUNICATION | COLLABORATION | OWNERSHIP | BUDGET DEVELOPMENT | TEAMWORK

Facility Tours



















COMMUNICATION | COLLABORATION | OWNERSHIP | BUDGET DEVELOPMENT | TEAMWORK

Interior Design & FF&E



Lawrence Police HQ - Lawrence, KS



KCMO South Patrol - Kansas City, MO



KCK South Patrol - Kansas City, KS



Northglenn Justice Center - Northglenn, CO



Council Bluffs Police HQ - Council Bluffs, IA

Overcoming Previous Ballot Outcome



76% OF SURVEY RESPONDENTS INDICATED THEY VOTED

(448 survey respondents)



MOST STATED THEY WERE CONCERNED WITH COST



PROJECT FIT WITHIN THEIR VISION OF THE NEEDS OF THE COMMUNITY

WHY
Does this matter to Grain Valley?

Understanding your past helps us prepare for the future. We will not approach your project the same way.

Valley News
Grain Valley's Community Paper.

February 2021

Moving Forward

a customized public involvement plan

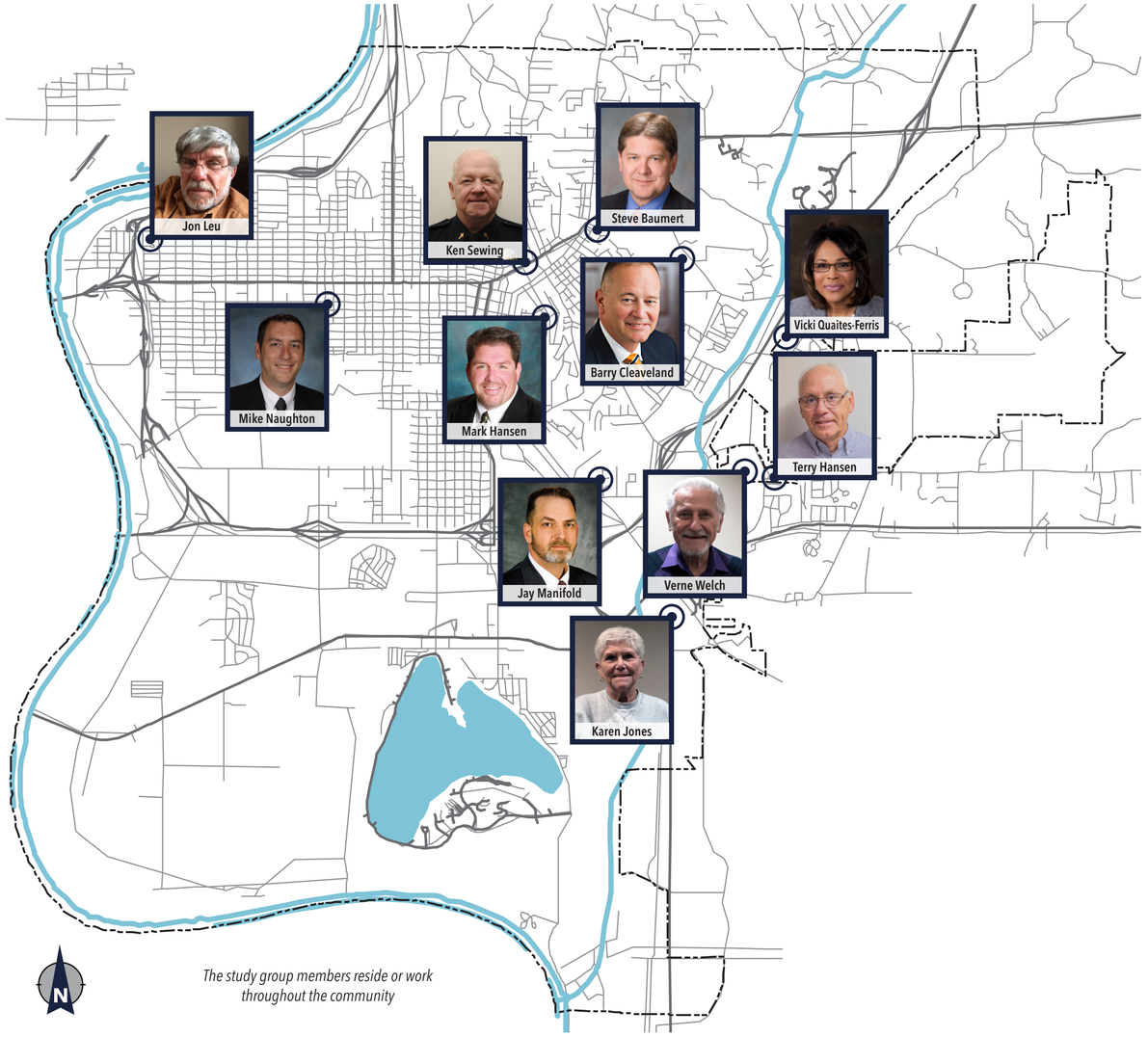
- Front load public engagement to win bond approval now
- Approach will build community demand for the project
- Avoid placing the City in a decide-and-defend position
- Plan will achieve informed consent from the public
- Process gives community **sense of ownership** for recommendation



Public Involvement Approach

Influential Individuals From the Community

- Form a citizen's **Project Study Group**
- Whole community view & representation
- Not just involving your community, but having your community lead the process!
- Study group comes up with needs and concerns and develops the solution.



How the Study Group Works

- Consultants & City Staff serve as advisors
- Project Study Group given technical constraints & solution challenge
- Transparency!
- Project Study Group is the proponent for the recommendation that the City adopts



SUCCESS STORY

Council Bluffs Police Headquarters



The City's first bond election to **PASS** on the first try in more than 30 years!

Grain Valley Businesses

GRAIN VALLEY FAMILY DENTAL

SERC Physical Therapy

STUDIO FIVE BEAUTY BOUTIQUE

GRAIN VALLEY SCHOOLS

ADAMS POINTE CONFERENCE CENTER

OWNER-OPERATOR INDEPENDENT DRIVERS ASSN. OOIDA

Edward Jones

EXCEEDING YOUR PROPERTY EXPECTATIONS JRS JORDAN REALTY SERVICES LLC

Pride Determination Compassion CJCFPD ...we stand ready

PATHWAYS OF HONOR

TMC TRUMAN MEDICAL CENTERS | university health

SCHEFERS Roofing Company

BANK OF GRAIN VALLEY

Valley News Grain Valley's Community Paper.

Lifestyle RVs

PRICE CHOPPER

Site Master Planning Workshop















The Charrette Process

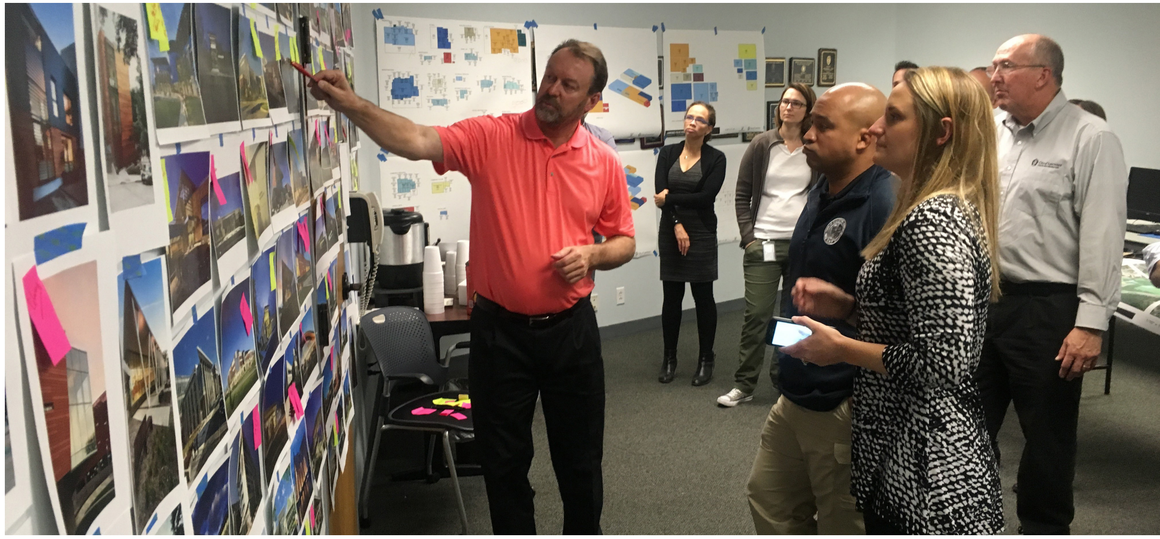












WHY
Does this matter to Grain Valley?

Visualizing your project from day one | You will play an integral role in the design of your building


Questions?
Designed To Do More
LAWRENCE
POLICE DEPARTMENT
5100

Why Hoefer Welker

What sets us apart from others?



NATIONAL FIRM IN YOUR BACKYARD AT NO EXTRA COST



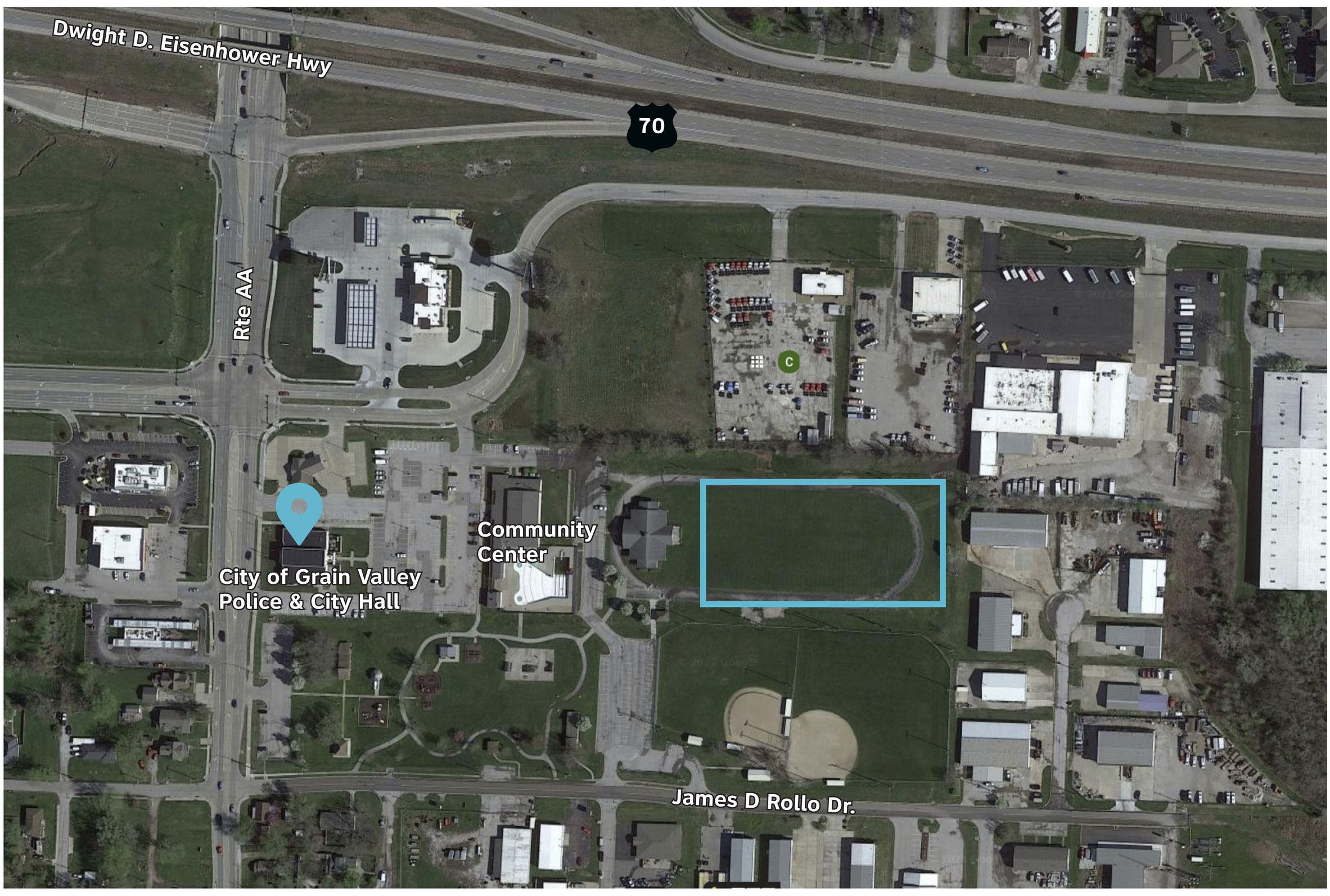
PROVEN TRACK RECORD & BUDGET MANAGEMENT



COMMUNITY ENGAGEMENT & FUNDING YOUR PROJECT

Previous Bond Campaign





COLLABORATIVE PROCESS

"Gets the best from all of us!"

DESIGN PROCESS

Need Assessment
Facility Tours
Site Assessment
Sustainability

BOND ELECTION PROCESS

Study Group Formation
Study Group Master Plan Workshop

COMMUNITY SITE MASTERPLAN WORKSHOP

Site Layout Options
Utility Discussion
Community Impact
Good, Better, Best Approach

Design Research
Design Preparation

Social Media Campaign
City Website Development
Individual Study Group Sessions

BUILDING DESIGN CHARETTE

Study Group Involvement Day Two
(Community Involvement Day Three)

Site Development
Building Planning
Facade Visioning Session
Building Design
Community Review / Feedback

★★ SUCCESSFUL BOND VOTE ★★

DESIGN DEVELOPMENT

BIDDING/PERMITTING

CONSTRUCTION

FURNITURE PROCUREMENT

CLOSE OUT

CREATING A VISION FOR GRAIN VALLEY











2021 STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES

FOR THE

CITY OF GRAIN VALLEY, MISSOURI

RFQ#2021-01 | JUNE 29, 2021

HOEFER WELKER

CITY OF GRAIN VALLEY

711 S MAIN ST
GRAIN VALLEY, MO 64029
816-847-6291 Phone 816-847-6202 Fax

2021 REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
RFQ #2021-01

The City of Grain Valley (referred to as the "City") hereby gives notice of their intent to contract for architectural services in connection with the feasibility, design and construction of a new police station and will accept sealed qualifications from qualified persons, contractors or firms interested in providing the following:

SIX (6) SIGNED UNBOUND QUALIFICATIONS
& ONE (1) ELECTRONIC VERSION
MUST BE RECEIVED BY:
3:00 P.M. June 29, 2021

PLEASE MARK YOUR SUBMITTAL "SEALED QUALIFICATION FOR ARCHITECTURAL SERVICES" AND SEND IT TO:

City of Grain Valley
Attention: Ken Murphy, City Administrator
711 Main St.
Grain Valley, Missouri 64029
816-847-6291

The City reserves the right to reject any and all qualifications, to waive technical defects, and to select the qualification(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: **Hoefer Welker**	Authorized Person (Print): Ken Henton
Address: 11460 Tomahawk Creek Parkway, Suite 400	Signature:
City/State/Zip: Leawood, KS 66211	Title: Partner
Telephone #: 913.307.3700 Fax #: 913.307.3710	Date: June 29, 2021 Tax ID #: 36-4095388
E-mail: ken.henton@hoeferwelker.com	Entity Type: Limited Liability Company (LLC)

Page 1

HOEFER WELKER

July 29, 2021

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

RE: Request for Qualifications | Architectural Services | New Police Station | Grain Valley, MO | RFQ #2021-01

Dear Mr. Murphy and respected selection committee members:

Grain Valley is one of the fastest-growing cities in Missouri. With more than 14,000 residents, your city is growing rapidly. It is essential to prepare for the future with a police facility that will allow officers to serve and protect your community effectively so that your city's crime rate remains low.

The mission of the City of Grain Valley is "to provide residents, businesses, and visitors with the highest level of service by providing professional municipal management in the areas of public safety, parks and recreation, community and economic development, water, sewer, transportation, and the stewardship of public funds." Your core values revolve around your community, **which is the backbone that makes Grain Valley so great.**

This new police facility will need to be designed for the community, and this project will not be successful without their support and buy-in. It is, for this reason, we believe we are the right team for your project. Partnership and communication are the foundation blocks of our design process. We know the best ideas and solutions come from all voices and backgrounds, so we're proud to carry the torch of collaboration. It's how we deliver brilliant, yet fundable, solutions to your project. It's how we take designs beyond the boards. **It's how we're designed—to do more.**

Throughout our qualifications, we have outlined experiences and processes that have proven results. Additionally, we wanted to highlight several other advantages our team offers to Grain Valley:

- **Consensus Building/Facility Tours** – Having designed more than 50 public safety facilities in the Kansas City area, we will lead tours of several civic buildings that are comparable to your new building. Since these facilities are local, tours can be completed in a timely manner. We have found that these shared experiences allow us to jump-start our communication process while discussing design, operations, safety, durability, etc. These buildings act as full-scale models that we utilize to help us understand and define your expectations.
- **National, Regional & Local Expertise in your Backyard** – Only 35 minutes away, we can easily serve this project and attend on-site meetings within a moment's notice. Additionally, over the past 25 years, we have developed a strong public safety portfolio with projects ranging from $200,000 to $30 million. The lessons we have learned that are specific to these building types allow us insight which will make your dollar go further.
- **Community Buy-In & Funding your Project** – We have teamed with Steve Wolf, funding, community engagement and bond specialist, to help your vision move forward for this important project. Over the past 40 years he has successfully **passed more than 100 bond measures.** We are confident in our proven process and recently helped the City of Council Bluffs through the same steps to get their police facility funded. Through extensive research and community engagement, the revised bond passed with resounding success (something that hadn't happened in their community in nearly 20 years). Public funding allowed our team to design the 52,000 sq. ft. police headquarters that will serve their community for 50+ years.
- **Proven Track Record** – Through our work with nearly every city in the metro, we understand the importance of staying on budget; **100% of our public safety projects have bid at or below budget.** We are proud of this track record because we know that being responsible with tax payer's dollars is crucial.

Thank you for your consideration of our qualifications. We look forward to the opportunity to share more with you! Please contact me with any questions or for further information at 816.536.2731 or ken.henton@hoeferwelker.com.

Sincerely,
Hoefer Welker

Ken Henton, AIA, NCARB, LEED AP
Partner

Kansas City
11460 Tomahawk Creek Pkwy | Ste 400
Leawood, Kansas 66211
o. 913.307.3700

Dallas
500 North Akard Street | Ste 2450
Dallas, Texas 75201
o. 214.445.4400

hoeferwelker.com

FORM NO. 3: QUALIFICATION CHECKLIST

__X__ Signed Qualification

__X__ Evidence of required licenses and certificates

__X__ Evidence of Insurance

__X__ Form No. 1

__X__ Form No. 2

__X__ Form No. 3

__X__ Signed Non-Collusion Certification

_____ Addendum (if applicable)

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QUESTION 01

01

FIRM HISTORY

Information regarding the firm's history

HOEFER WELKER

Founded in 1996, Hoefer Welker, formerly Hoefer Wysocki, is a multi-disciplinary architecture, interior design, initial outfitting, MEP engineering, equipment planning and clinical technology consulting firm, that delivers human-centered, performance-driven design solutions.

Our 160+ passionate professionals work with clients across the U.S. from offices in Kansas City, Dallas and Chicago. Hoefer Welker's uncompromising dedication provides our clients with a peace of mind that their highly valued investments will be properly managed and constructed in a timely fashion. We value relationships by working ethically and accountably, providing honest communications and sound financial responsibility.

Results by Design
With 25 years of successfully delivering major architectural projects, Hoefer Welker advocates problem-finding as much as problem-solving, resulting in innovative design solutions and better buildings.

For two decades, we have specialized in the design and delivery of civic, judicial and public safety facilities for federal, county and municipal clients. Our civic specialists have vast experience performing needs assessments and studies, planning, site selection and development, programming, design excellence, project leadership and management.

We pride ourselves on making each client an integral part of the project team and delivering an exceptional project.

Our 25th anniversary comes with an exciting change

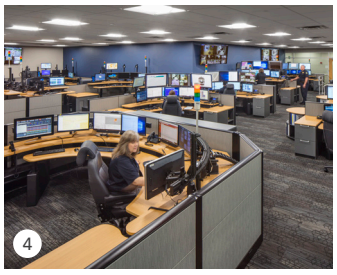
HOEFER WYSOCKI
IS NOW
HOEFER WELKER

The name change reflects the current leadership of Mitch Hoefer and Rob Welker, honoring what we've built in the last 25 years and setting the tone for the next 25.

















1. Kansas City, Kansas South Patrol Station
2. Northglenn Justice Center
3. Leawood Justice Center
4. Overland Park EOC & Dispatch Center
5. Council Bluffs Police Headquarters
6. Lawrence Police Headquarters
7. North Little Rock Justice Center
8. KCPD Metro Patrol Station

QUESTION 02

02

PROJECT TEAM

Identification of the architect(s)/engineer(s) in charge of the project, as well as any other personnel assigned to the project, together with the education, technical training, and experience of these individuals.

GRAIN VALLEY POLICE DEPARTMENT

HOEFER WELKER | ARCHITECT OF RECORD

KEN HENTON AIA, NCARB, LEED AP
Principal-in-Charge

NICK LAWLER AIA, NCARB, LEED AP BD+C
Project Manager

CHRIS KRUMREI AIA, NCARB
Project Architect/Project Designer

CAROLYN BOOS IIDA, NCIDQ, LEED AP
Interior Designer & Initial Outfitting/ FF&E Specialist

FIDES MUNUSQUE FIDELE
BOND SPECIALIST

STEVE WOLF MS, MCP3
Bond/Funding Specialist

SUB-CONSULTANTS

SMITH & BOUCHER
MEP/TECHNOLOGY ENGINEER

CHRIS ALBRIGHT PE, CEM, LEED AP, CXA
MEP Project Manager/Fire Protection Engineer

KADE MELTON PE, RCDD
Electrical Engineer/Low-Voltage Engineer

MATT HEINRICH
Mechanical Engineer

J&S STRUCTURAL ENGINEERS
STRUCTURAL ENGINEER

KIM JONES PE, SE, LEED AP
Principal Structural Engineer

BHC
CIVIL ENGINEER

KEVIN PINKOWSKI PE, LEED GA
Civil Engineer

MIKE MAKRIS PE
Civil Engineer

LANDWORKS
LANDSCAPE ARCHITECT

BRIAN STURM PLA, LEED AP
Landscape Architect



Education
Bachelor of Science in Architectural Engineering, Kansas State University

Registrations
Licensed Architect
NCARB Certified
LEED Accredited Professional (LEED AP)

Affiliations
American Institute of Architects (AIA)

KEN HENTON AIA, NCARB, LEED AP

PRINCIPAL-IN-CHARGE / PUBLIC SAFETY DESIGN SPECIALIST | HOEFER WELKER

Ken Henton brings more than 30 years of proven experience managing the design of facilities throughout the U.S. As a committed and thorough public safety planning specialist, he leads all of Hoefer Welker's public safety and judicial projects. Throughout every stage of the project, his primary objective is to ensure that the firm's core philosophies and values for delivering state-of-the-art, innovative projects to clients in a timely and cost-effective manner is implemented. Ken manages projects using a hands-on approach and will be your primary point of contact throughout the project.

Relevant Experience

Lee's Summit Police & Courts Renovation
Lee's Summit, Mo.
96,000 sq. ft.

Northglenn Justice Center
Northglenn, Colo.
48,000 sq. ft.

North Little Rock Justice Center
North Little Rock, Ark.
85,000 sq. ft.

Leawood Justice Center
Leawood, Kan.
106,500 sq. ft.

Spring Hill Police Station
Spring Hill, Kan.
1,200 sq. ft.

Belton Police & Courts Renovation
Belton, Mo.
35,600 sq. ft.

Council Bluffs Police Headquarters
Council Bluffs, Iowa
52,000 sq. ft.

Overland Park EOC & Dispatch Center Remodel
Overland Park, Kan.
11,200 sq. ft.

Independence Communications Center
Independence, Mo.
6,000 sq. ft.

Lawrence Police Headquarters
Lawrence, Kan.
55,000 sq. ft.

Kansas City Police Department South Patrol Station
Kansas City, Mo.
101,500 sq. ft.

Kansas City Police Department South Patrol Station
Kansas City, Kan.
6,020 sq. ft.

Kansas City Police Department Metro Patrol Station
Kansas City, Mo.
24,000 sq. ft.

Riverside Public Safety
Riverside, Mo.
25,000 sq. ft.

Merriam Police Station Remodel
Merriam, Kan.
15,700 sq. ft.

Olathe Public Safety Campus
- Olathe Courts
- Olathe Police Phase I
- Olathe War Room
- Olathe Weapons Screening
- Olathe Fire Administration

Olathe, Kan.
130,000 sq. ft.

Arkansas State Police Headquarters
Lowell, Ark.
40.000 sq. ft.

Gladstone Police Station
Gladstone, Mo.
TBD

Platte City Police & City Hall
Platte City, Mo.
TBD

Overland Park Police Expansion
Overland Park, Kan.
16,000 sq. ft.



Education
Bachelor Architecture, University of Kansas

Registrations
Licensed Architect
NCARB Certified
LEED Accredited Professional Building Design+Construction (LEED AP BD+C)

Affiliations
American Institute of Architects (AIA)

NICK LAWLER AIA, NCARB, LEED AP BD+C

PROJECT MANAGER | HOEFER WELKER

Nick has more than 15 years of experience managing and supervising multiple judicial, commercial, institutional, and industrial design and construction projects for both private and government sectors. As the project manager Nick will work closely with the contractor, and at the same time, coordinate the work of the design and multiple consultants. He will ensure that the facility reflects the city's mission and image, supports its operations, enhances the performance of their employees, and provides maximum reconfiguration flexibility to meet site conditions and accommodate future change.

Relevant Experience

Lawrence Police Headquarters
Lawrence, Kan.
55,000 sq. ft.

Northglenn Justice Center
Northglenn, Colo.
48,000 sq. ft.

North Little Rock Justice Center
North Little Rock, Ark.
85,000 sq. ft.

Olathe Public Safety Campus
- Olathe Police Phase I
- Olathe War Room
- Olathe Weapons Screening

Olathe, Kan.
130,000 sq. ft.

Merriam Police Station Remodel
Merriam, Kan.
15,700 sq. ft.

Kansas City Police Department South Patrol Station
Kansas City, Mo.
101,500 sq. ft.

Kansas City Police Department South Patrol Station
Kansas City, Kan.
6,020 sq. ft.

46 Penn Centre
Kansas City, Mo.
460,000 sq. ft.

U.S. Attorney's Office
Muskogee, Okla
35,878 sq. ft.

Missouri River U.S. District Courthouse
Great Falls, Mont.
90,000 sq. ft.

DHS/ICE Office Building
Salt Lake City, Utah
69,000 sq. ft.

Teva Neuroscience Headquarters
Overland Park, Kan.
264,000 sq. ft.

Gladstone Police Station
Gladstone, Mo.
TBD



CHRIS KRUMREI AIA

PROJECT ARCHITECT/PROJECT DESIGNER | HOEFER WELKER

Chris Krumrei's comprehensive project experience includes roles within all areas of planning, design, and construction documentation. He is talented in creating virtual 3D representations of the design, which aids in early conceptual analysis and design development options. This imaging also provides the opportunity to do a site/building fly-through to gain a realistic project perspective. Chris also understands the importance of adapting the project design to the client's needs, both functionally and aesthetically.

Education

Bachelor of Architecture,
Kansas State University

Registrations

Licensed Architect

Affiliations

American Institute of Architects (AIA)

Relevant Experience

Lee's Summit Police & Courts Renovation
Lee's Summit, Mo.
96,000 sq. ft.

Northglenn Justice Center
Northglenn, Colo.
48,000 sq. ft.

North Little Rock Justice Center
North Little Rock, Ark.
85,000 sq. ft.

Leawood Justice Center
Leawood, Kan.
106,500 sq. ft.

Spring Hill Police Station
Spring Hill, Kan.
1,200 sq. ft.

Belton Police & Courts Renovation
Belton, Mo.
35,600 sq. ft.

Council Bluffs Police Headquarters
Council Bluffs, Iowa
52,000 sq. ft.

Lawrence Police Headquarters
Lawrence, Kan.
55,000 sq. ft.

Kansas City Police Department South Patrol Station
Kansas City, Mo.
101,500 sq. ft.

Kansas City Police Department Metro Patrol Station
Kansas City, Mo.
24,000 sq. ft.

Arkansas State Police Headquarters
Lowell, Ark.
40.000 sq. ft.

Olathe Public Safety Campus
- Olathe Courts
- Olathe Police Phase I
- Olathe War Room
- Olathe Weapons Screening
- Olathe Fire Administration

Olathe, Kan.
130,000 sq. ft.

Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.
13,000 sq. ft.

South Metro Fire District New Fire Station No. 2
Lake Winnebago, Mo.
10,500 sq. ft.

South Metro Fire District New Administration Building
Raymore, Mo.
4,500 sq. ft.

Kansas City Fire Department Station No. 35
Kansas City, Mo.
20,000 sq. ft.

Kansas City Fire Department Station No. 39
Kansas City, Mo.
11,500 sq. ft.



Education
Bachelor of Interior Architecture,
Kansas State University

Registrations
National Council for Interior Design (NCIDQ)
LEED Accredited Professional (LEED AP)

Affiliations
International Interior Design
Association (IIDA)

CAROLYN BOOS IIDA, NCIDQ, LEED AP

INTERIOR DESIGNER/INITIAL OUTFITTING & FF&E SPECIALIST | HOEFER WELKER

Carolyn has more than 12 years of experience in interior design and procuring furniture and equipment for clients. Through a collaborative approach, Carolyn works in all disciplines and with a variety of vendors to formulate the most effective and highest quality environment for every building.

Working with Grain Valley, she will ensure nothing is overlooked during the development of design concepts, color and material palettes, and furniture selections.

Relevant Experience

Lee's Summit Police & Courts Renovation
Lee's Summit, Mo.
96,000 sq. ft.

North Little Rock Justice Center
North Little Rock, Ark.
85,000 sq. ft.

Council Bluffs Police Headquarters
Council Bluffs, Iowa
52,000 sq. ft.

Lawrence Police Headquarters
Lawrence, Kan.
55,000 sq. ft.

Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.
13,000 sq. ft.

South Metro Fire District New Fire Station No. 2
Raymore, Mo.
10,500 sq. ft.



Education
Bachelor of Science, Architectural
Engineering, Kansas State University

Registrations
Professional Engineer (PE): MO
LEED Accredited Professional (LEED AP)
Certified Commissioning Authority (AABC)
Certified Energy Manager (AEE)

Affiliations
Building Commissioning Association (BCA)
AABC Commissioning Group
American Society of Heating, Refrigerating &
Air-Conditioning Engineers (ASHRAE)
National Fire Protection Association (NFPA)

CHRIS ALBRIGHT PE, CEM, LEED AP, CXA

MEP PROJECT MANAGER/FIRE PROTECTION ENGINEER | SMITH & BOUCHER

An officer of the firm, Chris Albright is a complex problem solver and forward thinker. Chris is highly experienced in MEP design, facility assessments, energy audits, master planning, and commissioning services. Chris has extensive knowledge beyond MEP systems and extends into envelope and general construction activities. His knowledge and foresight is utilized to solve issues before they become problems.

Relevant Experience

North Little Rock Justice Center
North Little Rock, Ark.

Overland Park EOC & Dispatch Center Remodel
Overland Park, Kan.

Independence Communications Center
Independence, Mo.

Douglas County Courthouse
Lawrence, Kan.

Charleston Police Department
Charleston, Mo.

Shawnee Justice Center
Shawnee, Kan.

Gardner City Hall
Gardner, Kan.

Independence City Hall
Independence, Mo.

Spring Hill City Hall
Spring Hill, Kan.

Tulsa City Hall
Tulsa, Okla.



Education
Bachelor of Science, Architectural Engineering, Kansas State University

Registrations
Professional Engineer (PE): TX

Affiliations
Illuminating Engineering Society (IES)

KADE MELTON PE, RCDD

ELECTRICAL ENGINEER/LOW-VOLTAGE ENGINEER | SMITH & BOUCHER

Kade is a dedicated electrical engineer who brings knowledge of best practices and enthusiasm to every project he undertakes. He has completed projects from initial design through construction administration. He has also followed the projects under his design through field testing of equipment. He has a strong drive and initiative that enables him not only to design systems that respond directly to the owner's needs, but also to troubleshoot as the project progresses through design and construction.

Relevant Experience

North Little Rock Justice Center
North Little Rock, Ark.

Saline County Jail
Salina, Kan.

Johnson County Courthouse
Olathe, Kan.

Dopson Administration Building
Kansas City, Mo.

Garmin Warehouse & Office Tower
Olathe, Kan.

U.S. Department of Veterans Affairs Outpatient Clinics
Birmingham, Ala.
Corpus Christi, Texas
Columbus, Ga.
Lubbock, Texas

Olathe Medical Clinic
Olathe, Kan.



Education
Associate Degree of Science, Design Technology - Johnson County Community College

MATT HEINRICH

MECHANICAL ENGINEER | SMITH & BOUCHER

Matt Heinrich is a skilled mechanical designer who joined Smith & Boucher in 1999. He has designed both HVAC and plumbing systems, involving commercial, educational, correctional, public, medical and industrial type projects. Matt has completed projects from initial design through construction administration. He has also followed the projects under his design through field testing of equipment. He has a strong drive and initiative that enables him not only to design systems that respond directly to the owner's needs, but also to troubleshoot as the project progresses through design and construction.

Relevant Experience

Saline County Jail
Salina, Kan.

Douglas County Law Enforcement Center
Lawrence, Kan.

Thomas County Justice Center
Colby, Kan.

Reno County Law Enforcement Center
Hutchinson, Kan.

Nemaha County Police
Seneca, Kan.

Spring Hill City Hall
Spring Hill, Kan.

Cowley County Law Enforcement Center
Winfield, Kan.



KIM JONES PE, SE, LEED AP

STRUCTURAL ENGINEER | J&S STRUCTURAL ENGINEERS

Kim is president and owner of J&S. She has provided structural engineering on a variety of projects and has experience using a vast array of construction materials including, steel, cast-in-place and precast concrete, masonry, cold-formed metal framing and wood. As the structural engineer, Kim will work closely with the design team to bring her extensive knowledge of structural engineering to the project in a cost-conscious and straight-forward approach.

Education

Bachelor of Science, Architectural Engineering, University of Kansas

Registrations

Professional Engineer (PE)
Professional Structural Engineer (SE)
LEED Accredited Professional (LEED AP)

Relevant Experience

Lee's Summit Police & Courts Renovation
Lee's Summit, Mo.

North Little Rock Justice Center
North Little Rock, Ark.

Lawrence Police Headquarters
Lawrence, Kan.

Kansas City Police Department South Patrol Station
Kansas City, Mo.

Kansas City Police Department South Patrol Station
Kansas City, Kan.

Spring Hill Police Station
Spring Hill, Kan.

Overland Park EOC & Dispatch Center Remodel
Overland Park, Kan.

Independence Communications Center
Independence, Mo.

Gladstone Police Station
Gladstone, Mo.

Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.



KEVIN PINKOWSKI PE, LEED GA

CIVIL ENGINEER | BHC

Kevin is a professional engineer with 23 years of experience in the civil engineering and construction industries. His experience includes site development and design, stormwater management, sanitary sewer design, existing site audits for compliance with the Americans with Disabilities Act (ADA), cost estimating, grading and utility coordination and FEMA/US Corps of Engineers permitting.

Education

Bachelor of Science, Architectural Engineering, University of Kansas

Registrations

Professional Engineer (PE)

Relevant Experience

Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.

South Metro Fire Station Administration Building
Raymore, Mo.

South Metro Fire Station No. 2
Lake Winnebago, Mo.

Gladstone Police Station
Gladstone, Mo.

Piper Fire Station
Kansas City, Kan.

BPU Muncie Water Ops Facility Improvements
Kansas City, Kan.

Saint Luke's South Rehabilitation Institute & Therapy Garden
Overland Park, Kan.



Education
Bachelor of Science, Civil Engineering, Iowa State University

Registrations
Professional Engineer (PE)

MIKE MAKRIS PE

CIVIL ENGINEER | BHC

Michael has five years of experience providing engineering design services for municipal, healthcare, federal and private clients. His experience includes site planning and design, grading and stormwater management, utility coordination, land record research and construction administration. Michael is passionate about sustainable design, he has completed numerous LEED certified projects and his thoughts on sustainable site design have been published in industry magazines.

Relevant Experience

Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.

South Metro Fire Station Administration Building
Raymore, Mo.

South Metro Fire Station No. 2
Lake Winnebago, Mo.

Gladstone Police Station
Gladstone, Mo.

Piper Fire Station
Kansas City, Kan.

BPU Muncie Water Ops Facility Improvements
Kansas City, Kan.

Saint Luke's South Rehabilitation Institute & Therapy Garden
Overland Park, Kan.



Education
Masters of Landscape Architecture, University of Georgia

Bachelor of Arts in History, University of North Carolina

Registrations
Professional Landscape Architect (PLA)
CLARB
PGASLA

BRIAN STURM PLA, ASLA, LEED AP

LANDSCAPE ARCHITECT | LANDWORKS STUDIO

Brian's 15 years of experience in site analysis and design have allowed him to develop a keen vision for what makes a site work. He will lead the landscape design efforts on this project and direct the team at Landworks throughout the process. Whether a project demands barrier design, stormwater BMPs, or a specialized plant palette, Brian has the experience to answer that challenge. While his final designs ultimately specify materials such as pavement, pipes, and plants, it is people which are his favorite element in the landscape and which inspire his work.

Relevant Experience

Lawrence Police Headquarters & Park Master Plan
Lawrence, Kan.

Council Bluffs Police Headquarters
Council Bluffs, Iowa

Gladstone Police Headquarters
Gladstone, Mo.

Gladstone Fire Station No. 2 Renovation/Addition
Gladstone, Mo.

South Metro Fire District New Fire Station No. 2
Lake Winnebago, Mo.

South Metro Fire District New Administration Building
Raymore, Mo.

Shamrock Trading Corporation Corporate Campus
Overland Park, Kan.

Meadowbrook Park
Prairie Village, Kan.

QUESTION 03

03

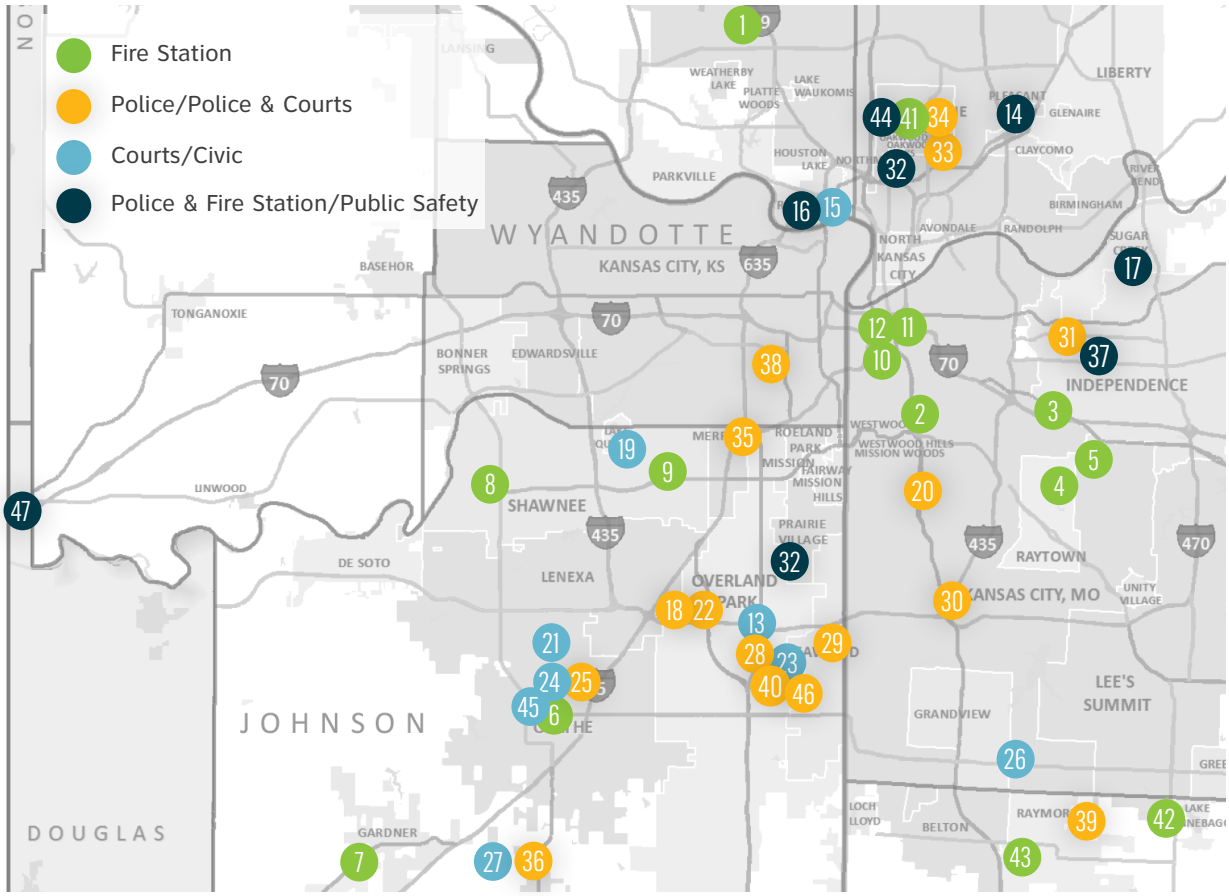
EXPERIENCE & PUBLIC SUPPORT

The firm's experience in designing substantially similar projects i.e., design and construction of municipal buildings, etc. and the processes used to gain public support and consensus.

PUBLIC SAFETY PORTFOLIO

CIVIC PROJECTS IN THE KC METRO

We are regional leaders in the programming and design of public safety facilities, including police stations, fire stations and courthouses. The map below illustrates our work with municipalities across Kansas City. This concentration of facilities allows us to tour several facilities in one day with our clients, so they can better visualize their project before design even begins.



1 Fire Station No. 16
Kansas City, Mo.

2 Fire Station No. 35
Kansas City, Mo.

3 Fire Station No. 39
Kansas City, Mo.

4 Raytown Fire Station No. 1
Raytown, Mo.

5 Raytown Fire Station No. 2
Raytown, Mo.

6 Olathe Fire Administration
Olathe, Kan.

7 Gardner Fire Station
Gardner, Kan.

8 Shawnee Fire Station No. 73
Shawnee, Kan.

9 Shawnee Fire Station No. 71
Shawnee, Kan.

10 Fire Station No. 8
Kansas City, Mo.

11 Fire Station No. 10
Kansas City, Mo.

12 Fire Station No. 25
Kansas City, Mo.

13 Tomahawk Ridge Center
Overland Park, Kan.

14 Shoal Creek Patrol Station
Kansas City, Mo.

15 Riverside City Hall
Riverside, Mo.

16 Riverside Public Safety Facility
Riverside, Mo.

17 Sugar Creek Police & Fire Station
Sugar Creek, Mo.

18 Overland Park/Johnson County Dispatch Center
Overland Park, Kan.

19 Shawnee Justice Center & Fire Station No. 72
Shawnee, Kan.

20 KC Metro Patrol Station
Kansas City, Mo.

21 Olathe Downtown Parking Garage
Olathe, Kan.

22 Overland Park EOC
Overland Park, Kan.

23 Overland Park Courts
Overland Park, Kan.

24 Olathe Courthouse
Olathe, Kan.

25 Olathe Police Station
Olathe, Kan.

26 Belton Police and Courts
Belton, Mo.

27 Spring Hill City Hall & Study
Spring Hill, Kan.

28 Overland Park Property Processing Facility
Overland Park, Kan.

29 Leawood Justice Center
Leawood, Kan.

30 KC South Patrol Station
Kansas City, Mo.

31 Independence Police Station
Independence, Mo.

32 Gladstone City Hall, Police & Fire Station
Gladstone, Mo.

33 Gladstone Fire Station
Gladstone, Mo.

34 Gladstone Public Works
Gladstone, Mo.

35 Merriam Police Station
Merriam, Kan.

36 Spring Hill Police Station
Spring Hill, Kan.

37 Police & Fire Communication Center
Independence, Mo.

38 KCK South Patrol Station
Kansas City, Kan.

39 Raymore Police Renovation
Raymore, Mo.

40 Overland Park W. Jack Sanders Justice Center Program Study
Overland Park, Kan.

41 Gladstone Fire Station No. 2 Renovation
Gladstone, Mo.

42 South Metro Fire Protection District Station No. 2
Lake Winnebago, Mo.

43 South Metro Fire Protection District Fire Admin Building
Raymore, Mo.

44 Gladstone Police Headquarters
Gladstone, Mo.

45 Olathe Weapons Screening Addition
Olathe, Kan.

46 Overland Park Police Remodel
Overland Park, Kan.

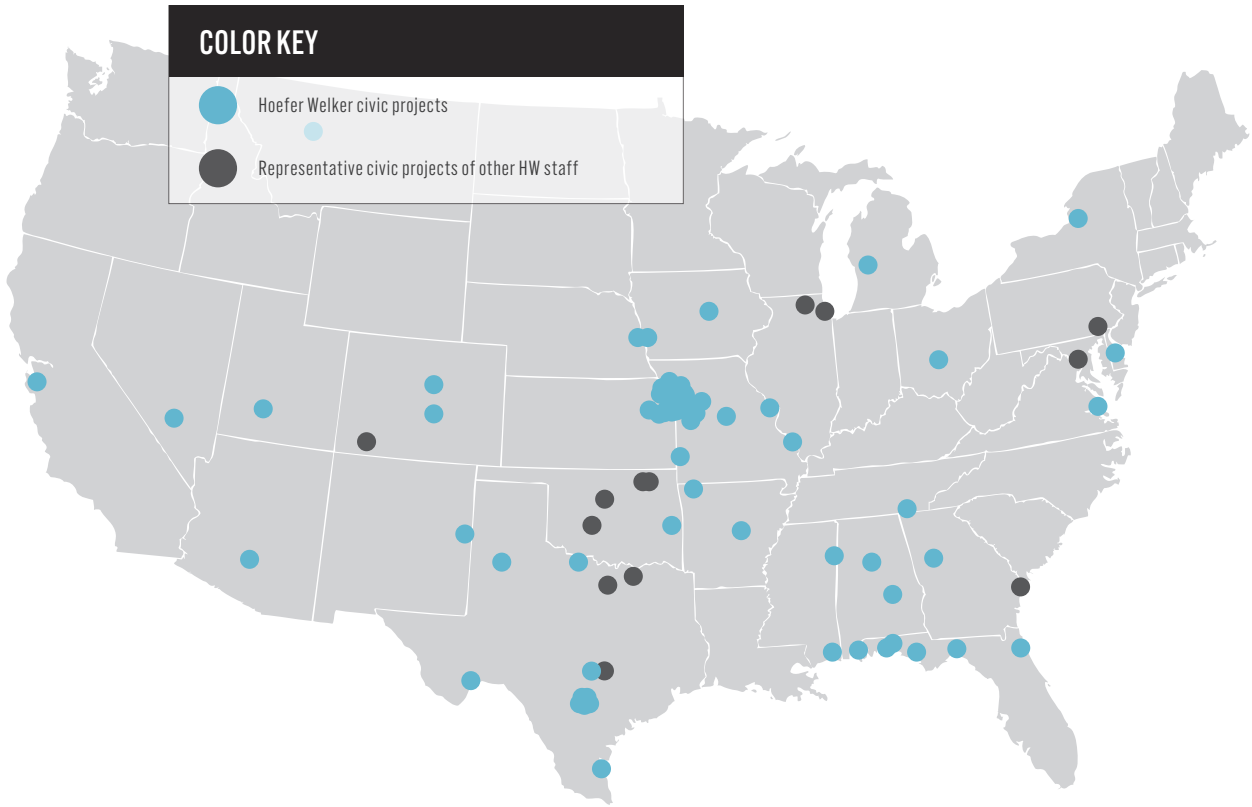
47 Lawrence Police Headquarters
Lawrence, Kan.



Northglenn Justice Center, Northglenn, Colo.

NATIONAL GOVERNMENT PORTFOLIO

NATIONAL REACH



LIST OF SUBSTANTIALLY SIMILAR PROJECTS

PROJECT	LOCATION	POLICE	COURTS
Northglenn Justice Center	Northglenn, Colo.	●	●
Lawrence Police Headquarters	Lawrence, Kan.	●	
North Little Rock Justice Center	North Little Rock, Ark.	●	●
W Jack Sanders Justice Center	Overland Park, Kan.	●	●
Belton Police & Courts Renovation	Belton, Mo.	●	●
Shoal Creek Patrol Station	Kansas City, Mo.	●	
Merriam Police Station Renovation	Merriam, Kan.	●	
Council Bluffs Police Headquarters	Council Bluffs, Iowa	●	
Kansas City, Missouri Police Department South Patrol Station	Kansas City, Mo.	●	
Kansas City, Kansas Police Department South Patrol Station	Kansas City, Kan.	●	
Kansas City Police Department Metro Patrol Station	Kansas City, Mo.	●	
Independence Police & Fire Communications Center	Independence, Mo.	●	
St. Peters Justice Center	St. Peters, Mo.	●	●
Leawood Justice Center	Leawood, Kan.	●	●
Shawnee Justice Center & Fire Station No. 72	Shawnee, Kan.	●	●
Overland Park EOC & Police Dispatch Remodel	Overland Park, Kan.	●	
Olathe Public Safety Facility	Olathe, Kan.	●	●
Spring Hill Police Station	Spring Hill, Kan.	●	
Riverside Public Safety Facility	Riverside, Mo.	●	●
Lee's Summit Police & Courts Renovation	Lee's Summit, Mo.	●	●
Sugar Creek Police & Fire Station	Sugar Creek, Mo.	●	
United States Attorney's Office	Muskogee, Okla.		
Missouri River Courthouse	Great Falls, Mont.		●
FBI Field Office	Jacksonville, Fla.		
Gladstone Police Headquarters	Gladstone, Mo.	●	●
Platte City Police & City Hall	Platte City, Mo.	●	

Community engagement: the name of the game



PROCESSES USED TO GAIN PUBLIC SUPPORT & CONSENSUS

Over the past 25 years, Hoefer Welker has led city, county and federal projects to obtain partial or complete funding. Some of these projects are nearly identical to your project.

As a part of our process, we have developed an eight week program, utilized to build community awareness. This process takes advantage of the tools developed during the preliminary stage of the project, including photos of your existing facility, to inform the public why the need exists. We will work with you to determine the most appropriate venues, but our process typically stems around community interaction and Town Hall meetings to inform the public so they feel part of the project's success. Many times, our approach has been to solicit feedback on potential project improvements or project upgrades rather than to take a stance on a simple yes or no vote.

PUBLIC OUTREACH

In association with City officials, we will develop a communication plan to make City officials, the project team, the public, and other interested parties aware of all aspects of the project. The communication plan could include a project website containing meeting minutes, decisions, draft documents, correspondence, drawings, formal communications, and other pertinent information.

We would also recommend that we hold town hall-type meetings to educate the public on current and future trends associated with a public safety facility. The meetings would also help build community support for a new facility and support functions, construction, or expansion.

Please reference the following pages for a case study of the Council Bluffs Police Headquarters—a new 52,000 sq. ft. police station that Hoefer Welker both designed and helped the City pass a bond election (something that hadn't happened in their community for nearly 20 years).



CASE STUDY

COUNCIL BLUFFS POLICE HEADQUARTERS

After outgrowing its nearly 40-year-old building, the City of Council Bluffs' police department needed a new headquarters. However, after tireless campaigning they were unable to pass the needed $20 million bond. Hoefer Welker and Steve Wolf (formally with JEO) were able to work together to engage the community and obtain bond passage.



Community Engagement meeting conducted by JEO

A COLLABORATIVE PARTNERSHIP

Hoefer Welker conducted a needs assessment/master plan of the old police headquarters and found that the police department had exceeded its lifespan and space. The facility limited the police department's ability to effectively and efficiently serve the community. Knowing that funding was not yet secure for a new facility, Hoefer Welker brought national funding, grant, and community engagement specialist, Steve Wolf to the team to work hand-in-hand with the community.

Hoefer Welker and Steve conducted and reviewed:

- Administrative and staff interviews
- Existing facility assessment
- Building system analysis
- Future vision and trends analysis
- Planning charrette
- Cost analysis/projections
- Schedule development

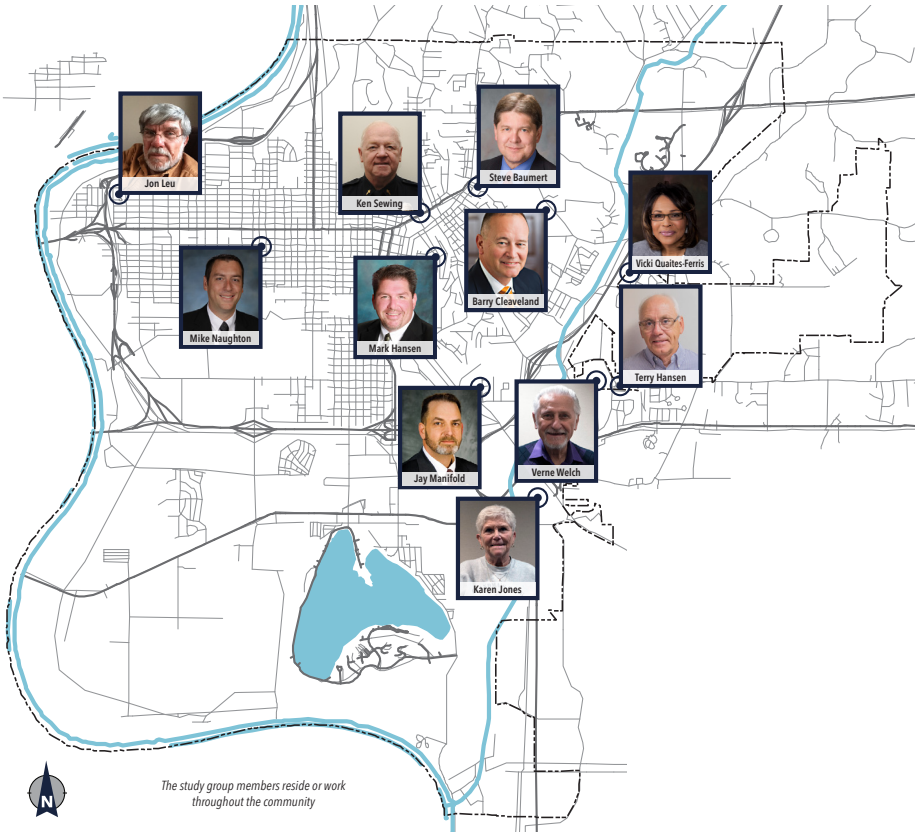
After establishing the need for a new police facility, Hoefer Welker implemented a four phase schedule. Phase I was crucial to get the project kicked off and verify the project's funding source. Although Steve could not promise funding, they could promise to put Council Bluffs in the best position to compete and get their bond initiative passed. Steve suggested assembling a community study group of key community stakeholders. By allowing influential community members to take part in the project, they could more accurately represent their community and state why a new police headquarters was so important.





COMMUNITY STUDY GROUP

11 Influential Individuals From the Community



Orchestrated by JEO, the goal of the community study group was to develop a recommendation for the size and location.

Eleven community members throughout Council Bluffs, Iowa formed a community study group to understand the needs of the Council Bluffs Police Department. Orchestrated by JEO, the goal of the community study group was to develop a recommendation for the size and location of a new police headquarters. Recommendations reflected the needs of the community and allowed the community to be present and have a voice regarding the new police headquarters.

The community study group invested more than 40 hours of their time between November 2015 and February 2016 and attended the numerous project meetings with Hoefer Welker and JEO. Their involvement was instrumental in the bond passage that made this project possible.

Such extensive community engagement would be a valuable asset for Grain Valley. Having the support and input of the community helps any project run more smoothly.

RESULTS

COMMUNITY, FINANCING & DESIGN

Through extensive research and community engagement the revised bond passed with resounding success. Public funding allowed the design and construction of a new 52,000-sq. ft. facility that sits adjacent to bluffs prominent in the area.



QUESTION 04

04

AVAILABILITY

Availability of the firm's staff and other equipment and resources to achieve completion of the project on the timeline proposed.



Merriam Police Station | Merriam, Kan.

Hoefer Welker has created a highly qualified, multi-disciplinary team of professionals to provide design services to the City of Grain Valley. All the professionals listed in this submission are available and committed to work on this project.

Hoefer Welker can draw from our 160+ passionate professionals from offices in Kansas City, Dallas, and Chicago to ensure the right specialists are available for any situation.

We are committed to providing you with the staff needed for this project in order to achieve the completion of the proposed timeline.

QUESTION 05

05

CURRENT PROJECTS

Include a list of all current municipal design and construction projects, including projects for which the firm has submitted statements of qualification and is being considered to provide design services, and the status of each (i.e., what stage of design and/or construction, the estimated dates for completion of design and construction, and the staff assigned to each of the listed projects).

PROJECT/LOCATION	STATUS	≈ DATES FOR COMPLETION DESIGN/ CONSTRUCTION	STAFF ASSIGNED
Gladstone Fire Station No. 2 Renovation/Gladstone, Mo.	Construction	Estimated construction completion date: February 2021	Ken Henton Dominic Spadafore Carolyn Boos
Gladstone Police Headquarters/ Gladstone, Mo.	Design	Estimated construction completion date: January 2023	Ken Henton Nick Lawler Katherine Waldrop Carolyn Boos
South Metro Fire Protection District Administration Building/Raymore, Mo.	Construction	Estimated construction completion date: December 2021	Ken Henton Dominic Spadafore Katherine Waldrop Carolyn Boos
South Metro Fire Protection District Fire Station No. 2/Lake Winnebago, Mo.	Construction	Estimated construction completion date: March 2022	Ken Henton Dominic Spadafore Katherine Waldrop Carolyn Boos
Lee's Summit Justice Center Remodel/ Lee's Summit, Mo.	Construction	Estimated construction completion date: November 2021	Ken Henton Dominic Spadafore Chris Krumrei Carolyn Boos
North Little Rock Justice Center/North Little Rock, Ark.	Construction	Estimated construction completion date: September 2021	Ken Henton Nick Lawler Chris Krumrei
Hays Fire Station /Hays, Kan.	Proposal submitted	TBD	Ken Henton Dominic Spadafore Chris Krumrei Carolyn Boos



QUESTION 06

06

PAST PERFORMANCE

Past performance as reflected in evaluations of previous and current clients with respect to factors such as control of costs, quality of work, and meeting deadlines. The firm should include a list of three relevant projects involving similar work, which the firm has designed during the past five years. Three of these projects should be the firm's most recent projects.





KANSAS CITY KANSAS SOUTH PATROL STATION

KANSAS CITY, KANSAS | 6,020 SQ. FT.

B. PROJECT DESCRIPTION

Originally housed in an older residence in Wyandotte County, the Kansas City Kansas South Patrol sub-station did not meet the needs of the community. Besides a clear lack of space, the station did not provide a welcoming front door to the community. A programing effort in early 2014 confirmed the need for a new patrol station, tactics facility and administrative headquarters. Unfortunately, the original budget was cut to less than a third of what was projected in the needs assessment.

The site location brought the second challenge. Due to response times, safety concerns and accessibility to the public, the location for the new patrol station was non-negotiable. The selected site was contaminated after having served at one time as a silver smelting operation and more than 300,000 cubic yards of new soil was needed to properly mitigate the land, which took over a third of the budget.

Through the collaborative programming and design charrette process, our design maximized their budget in order to accommodate some of the departments greatest needs including flexible space that could be used by both the community and the police staff. We also worked closely with our design-build partner to come up with cost savings solutions through different façade materials, alternative product selections and site location studies. Ultimately, we master planned the site for the future functions that remain a need for the department, ensuring smart decisions are made for future development on the site.

A. PROJECT OWNER

Kansas City Kansas South Patrol Station
Wyandotte County
2100 Metropolitan Ave.
Kansas City, Kansas 66106

C. YEAR COMPLETED

2017

D. CONSTRUCTION COST

$2.6M

E. CHANGE ORDER HISTORY

0 change orders

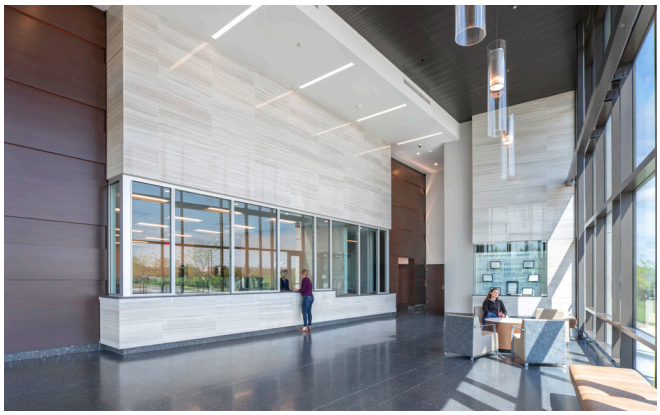
F. OTHER RELEVANT INFORMATION

The design of the multipurpose community space has successfully brought many community functions into the station to create the positive interactions with the police. This aids in their commitment to serve the public and has created influential relationship with members of the community.

G. REFERENCE

Deputy Chief, Kent Anderson LTC
913.573.6000
Kanderson@kckpd.org







LAWRENCE POLICE HEADQUARTERS

LAWRENCE, KANSAS | 55,000 SQ. FT.

B. PROJECT DESCRIPTION

Home to the University of Kansas, the city of Lawrence has steadily grown to more than 90,000 residents. To keep pace with this growth, the Lawrence Police Department gradually expanded and took over spaces throughout the city. This resulted in no dedicated headquarters and departments being housed in six different locations with limited space and disrupted workflows. As part of the city's 2019 capital improvement plan, the city approved funds for a new police headquarters that would bring all departments under one roof and provide a stronger presence in the community.

Situated on a 40-acre site, the two-story building is nestled within a park setting. The headquarters is built into the grade to essentially provide two ground floors as well as a secure and public entrance. The public upper floor offers a glass entry and lobby as well as administration and sergeant office. The lower level offers a secure entrance with work and briefing areas, locker rooms, laundry, etc. A public park will be developed in phases over the next 10 years to meet the needs of the city and include features such as a shared-use path, treehouse, rope bridge, fitness equipment and a boulder plaza with water spray features.

The new 55,000-sq. ft. facility features an open two-story floor plan with secured parking, an inviting open lobby with interview rooms, a community room, ample administration spaces with collaboration areas, secure property rooms, a crime lab, records storage, an exercise room and outdoor workout areas, among several other amenities.

A. PROJECT OWNER

Lawrence Police Headquarters
City of Lawrence, Kansas
4820 Bob Billings Pkwy
Lawrence, KS 66049

C. YEAR COMPLETED

2021

D. CONSTRUCTION COST

$16M

E. CHANGE ORDER HISTORY

6.9% total change orders – all owner added scope

F. OTHER RELEVANT INFORMATION

- Projected 30% more space than expected in initial budget
- Indoor/outdoor workout area
- ICC 500 hardening
- VRF energy performance system
- Follows CALEA standards
- Included 40-acre site master plan with city park
- Large break room unifies staff

G. REFERENCE

Captain Casey Cooper
785.423.1329
cooper@lkpd.org







COUNCIL BLUFFS POLICE HEADQUARTERS

COUNCIL BLUFFS, IOWA | 52,000 SQ. FT.

B. PROJECT DESCRIPTION

After outgrowing a 19,000 sq. ft., 43-year-old building, the City of Council Bluffs' Police Department needed a new headquarters. Growing pains included inadequate space for employees, lack of storage and old technology. After several unsuccessful years of campaigning for a bond to pay for the construction of the new facility, the City was out of options.

Over an 18-month period, Hoefer Welker teamed with the City to identify current and future space needs for the new headquarters. Our team also evaluated 13 sites and assisted the city with its bond election. **The bond election passed and the project obtained unanimous city council support (something that hadn't happened in their community in nearly 20 years).** The new facility provides much-needed space, resources, and room for growth. Sizable evidence storage was included with motorized shelving that helps conserve space and improve access. Also included is an upgraded cyber-crime lab, drug testing room, and photo lab.

It's design and site orientation are welcoming and approachable to the public. The site also includes a 4,500-sq.-ft. outbuilding and a 170-stall surface parking lot. The former headquarters was returned to the county and repurposed for alternate use. Ultimately, the new police headquarters prepares the Council Buffs Police Department for the future.

A. PROJECT OWNER

Council Bluffs Police Headquarters
City of Council Bluffs, Iowa
1 Ezra Jackson Way
Council Bluffs, IA 51503

C. YEAR COMPLETED

2018

D. CONSTRUCTION COST

$17.2M

E. CHANGE ORDER HISTORY

4.04% total change orders - owner added scope

F. OTHER RELEVANT INFORMATION

- Helped City pass first bond election in 20 years
- Assisted with site identification selection
- Geothermal enhanced energy performance
- Hardened security
- Follows CALEA standards

G. REFERENCE

Tim Carmody, Chief of Police
712.328.4701
tjcarmody@councilbluffs-ia.org

QUESTION 07

07

PROJECT MANAGER

The designated Project Manager will be identified and introduced and will be part of any presentations made to the City as part of the selection process.



It's about designing a space that will affect someone's life for the long term.

GET TO KNOW NICK



Nick Lawler | Project Manager

If selected, Nick will be the project manager for the new Grain Valley police station. Nick is responsible for project management, will attend and document all project meetings, while being mindful of schedule, deliverables, costs, and issues associated with the proposed building. He will be the day-to-day contact to coordinate requests.

Question 1:

What makes Civic projects interesting/unique?

Civic buildings must be designed and constructed to last longer than other buildings. Funding for public projects is sometimes hard to come by; as a project team we must work together to plan, design, and construct buildings that will last 50+ years. We also must plan for flexibility and expansion. As cities grow, their facilities must be able to adapt. Our designs must meet this demand.

Question 2:

Why are these projects gratifying to work on?

Working with police officers, civilian staff, firefighters, judges, courts staff, and city staff is very rewarding. They are typically both the client and the end user. I really enjoy learning and understanding their vision. The best part is walking the project with them during construction, and seeing the built space after all of those design meetings. They remember the conversation were we made the decision together on this or that particular space. It's going to be their home away from home.

QUESTION 08

08

BUDGET DEVELOPMENT

Provide specific information on project budget development and the firm's experience with working with architects/engineers of record to refine project estimates over the past 5 years.

100% of our civic projects have bid at or below budget.

Before we start design, we combine the knowledge we obtain together through tours, discussions, and working sessions to develop a range-cost estimate. We will use our track record with projects of similar size and scope to help determine the cost of your facility. Hoefer Welker's team will provide cost accuracy at an early stage. Our team feels this is a benefit to you because it gives you the ability to make decisions on space needs requirements and project quality before the team spends time developing designs.

A big component of our successful design process is our budget management. As one of the most experienced public safety design firms in the region, our in-depth experiences benefit our clients. In addition to our low change order history, which is well below the industry standard, **100% of our civic projects have bid at or below budget.**

Our cost control strategy is proactive, and we are diligent in our early cost analysis to identify cost savings wherever possible.

HOEFER WELKER'S UNIQUE BUDGET MANAGEMENT TECHNIQUES



MANAGING EXPECTATIONS

In addition to face-to-face meetings, we will initially conduct tours of three to four of our local police projects that are of similar size and scope.

Getting everyone on the same page is paramount. These experiences shape the standards for your new station, mitigate changes later in the process and allow for early budget analysis before we begin designing your facility.



MEP SYSTEM SELECTION MADE EARLY

Prior to design we will perform a cost-payback-analysis of four to five mechanical systems that are most appropriate for your building.

Our analysis of the MEP system budget will be clear and complete, which allows you to take an active role on a technical issue that is a big part of your budget.

Cost saving, potential system payback, budget and schedule management are all affected by this decision.



BID ALTERNATES

With your established budget, we will design five to six alternates that correspond to approximately 10% of the project budget. The base scope of construction will be targeted at 95% of the project budget with the upper end of the range at about 105%.

These strategies have allowed our clients to make the final value decisions on how the last 10% of their dollars are spent.

However, we have strategies that have allowed many of our clients to get all the alternates with their existing budget.

QUESTION 09

09

TECHNOLOGY

Explain the firm's experience, approach and specific expertise in planning for the client's use of technology.



Technology is a top consideration in public safety design – having a profound impact on efficient, streamlined, and secure police operations.

As technology evolves to support modern public safety facilities, Hoefer Welker has addressed the growing demand for innovative environments - that integrate and streamline police operations – by designing facilities that are supported with robust technology capable of adapting to future needs. A key challenge is responding to all of the specific planning criteria, while keeping the building adaptable as operations and technological needs inevitably change. These strategies provide public safety buildings with inherent flexibility over their lifespans.

Hoefer Welker's programming, planning, and design process includes a thorough examination of technology - and its influence on the daily experience of each person that works in and visits the police station. Working collaboratively with Grain Valley's Police Department, we will ask detailed questions to understand your current technologies, communications, and operations - and discuss advances in public safety technology. Through discovery and visioning sessions, we will define the optimal experiences and interactions we want each officer, administrator, and visitor to have.

This understanding of Grain Valley's specific needs will help inform the project's technology planning. By setting, detailing, and prioritizing the project's technology goals and objectives early in the process, our team's experts can offer alternatives and possible new opportunities to positively influence the building's design – and its ability to improve your station's overall efficiency and user satisfaction.

Once we arrive at how we want technology to influence the building's users, our team will assess core technologies that begin to inform the infrastructure requirements needed for construction.



Lawrence Police Headquarters - Crime Lab | Lawrence, Kan.

QUESTION 10

10

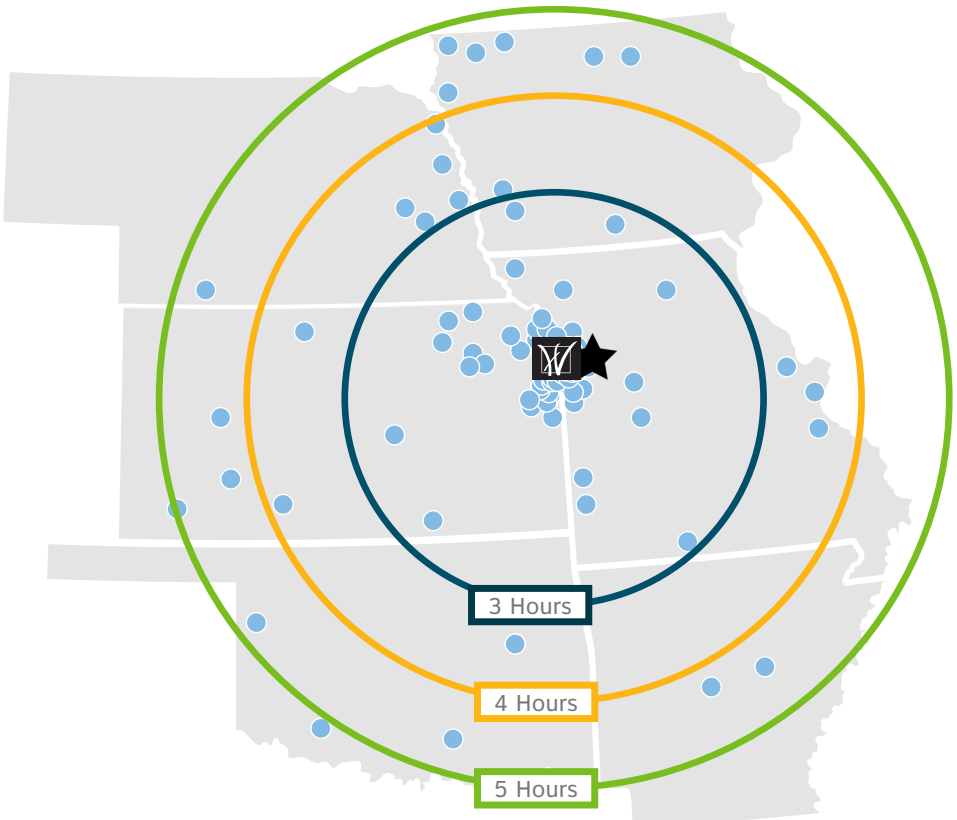
SITE VISITS & OVERSIGHT

The firm's practices with respect to site visits and project oversight.

Only 35 minutes away from Grain Valley, Hoefer Welker is ready to hit the ground running. As a National Public Safety firm, we have worked with clients around the country, but take pride in bringing our Midwest mentality to each and every project. This provides our clients with the best expertise as well as the best attention.

Although we will be primarily working out of our Leawood office throughout the duration of the project, we kick-off the design process by holding an interactive charrette process that generally takes place over a two to four-day period at the client's offices.

As we collaborate throughout the life of the project, Hoefer Welker will host virtual and in-person meetings. We are here for you every step of the way and never take a design and run. In fact, our clients have told us they appreciate our collaborative process and feel as if they authored the design of their own building.



35

minutes away

100%

committed to you!

Local

Committed to on-site meetings & collaboration is essential to our process

QUESTION 11

11

BUILDING DELIVERY MODELS

Describe experiences with different building delivery models (CMR, DBB, DB, Multi-Prime, etc.) and preferred methods.

Hoefer Welker is extremely familiar with all delivery models including: Design-Bid-Build, Construction Manager-At-Risk (CMAR), Construction Management Agency (CMA) and Design-Build. Generally, three parties are involved in the project delivery process: owner, designer and builder. In all delivery models, our primary role is the designer. Regardless of the delivery model used, our collaborative process ensures that everyone is working as an integrated team.

Although experienced in all delivery methods, our firm prefers the Construction Management at Risk (CMAR) method because we believe it engages the owner earlier and provides a more collaborative delivery process. The CMAR method can assist with value engineering, cost estimating and constructibility reviews. We have found that a collaborative design process that fully involves the CMAR always benefits the owner. While a project's success is usually measured after completion, the CMAR process allows the owner to view their project's status throughout design and construction.

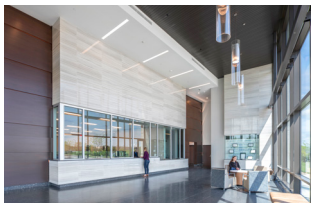
Hoefer Welker has completed more than 70 projects using the CMAR method and we are very familiar and successful working with the contractor early on. This allows us to gain a better perspective on how to best construct the project and the level of detail that needs to be provided to the contractor during the design phases.



✓ 65+ Projects

Design-Bid-Build

The Design-Bid-Build delivery method is the most traditional process in the construction industry. You, the owner, hire an architecture/engineering team to design your facility and solicit bids from contractors. Traditionally, the low bid contractor is awarded the contract for construction; the owner holds two contracts. This is a linear process that has little opportunity for time savings.



✓ 70+ Projects

Construction Manager-At-Risk

This process requires an Owner to hire an AE team and construction manager under separate contracts but allows them to collaborate throughout the design and construction process. The construction manager holds all the sub contractor and vendor contracts, taking on the financial risk of the project by providing the owner with a guaranteed maximum price (GMP) for construction and a set date for completion, along with a negotiated professional fee (typically a percentage of the cost of construction) for the CM services.



✓ 10+ Projects

Construction Management Agency

Similar to an owner's representative, a CMa contracts only with the owner. The role of the CMa is to assist the owner with scheduling and coordination, constructability review of the design, estimates value engineering recommendations, etc. However, the CMa does not perform any construction and does not/cannot directly enforce the contracts of the contractors performing the work.



✓ 100+ Projects

Design-Build

The Design-Build delivery method allows the owner to have only one contract (generally with a design-build contractor that has hired a predetermined AE team). Collaboration between Owner, AE Team and Construction Manager happens like the CMAR process but might offer limited solutions. This process gained popularity because the Owner has a single point of responsibility.

QUESTION 12

12

COORDINATE DESIGN WORK

Description of the steps the firm will take to coordinate design and work on the project with the City with respect to maintaining the construction schedule and close-out of the project.



Lawrence Police Headquarters | Lawrence, Kan.

Real solutions, no fluff, from specialists who have solved problems like yours before.

Most of our client's have never had to evaluate and, ultimately, design a civic building. We want to be a partner and resource that can help you solve problems, stay in budget and keep the community positive about your projects.

Our team is the best choice for Grain Valley because

- We have national design expertise, but we are in your backyard. We can be at a meeting within a moments notice and are here for you every step of the way.
- We're an honest, candid partner that concentrates on customer service and communication.
- We ask questions. We want to understand, and in some case challenge, your current workflow so we can provide strategic recommendations to improve efficiency.
- You value clarity & communication. We will guide you through this process and provide you with the tools to succeed.
- We don't take a design and run. We communicate with you over and over again to collaboratively design a hyper-customized building.
- Seeing is believing. We'll take you on tours of our similar completed facilities so you can see examples how we solved problems and customized each facility.
- This is a partnership. We want to work with you to understand your needs and develop the best design possible.
- We are knowledgeable and experienced with bond elections and funding mechanisms.

PARTNERSHIP | COMMITMENT | COLLABORATION | EXPERTISE

We work hard to make our process as participatory and interactive as possible. Our team will work closely with you during the early planning and conceptual design phases with 12-15 meetings throughout the process.

We prefer to beginning the process with a team-building session centered on project planning. During this session, roles are defined, responsibilities agreed upon, critical issues pinpointed, key milestone dates decided, and deliverables identified. We find that by committing to a common set of goals and objectives, the project team is able to kick-off their assignments with an understanding that enables them to proceed quickly and support one another.

Identify Decision Makers

At the start of design services, the project team will identify key decisions makers responsible for global and day-to-day issues. Having decisions made in two or three groups, depending on the complexity and desired involvement, has been a successful tactic on similar projects. It is imperative to identify the individuals responsible for making project decisions in a timely manner to maintain the project schedule.

Administrative Interviews

Our clients have the opportunity to voice facility goals, identify specific concerns, and list any items that would make their facility assessment unique. We use this information to help us target key project details.

Facility Tours

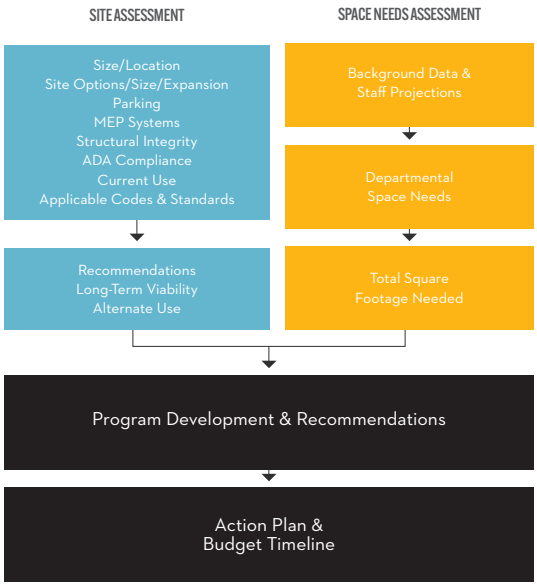
Our goal is to customize your space to meet specific needs and help manage expectations. To jump-start this process, These tours also allow us to discuss materials, finishes, maintenance and durability, while ultimately, defining project expectations. This allows you to see potential options available within your budget by viewing full-scale models and receiving client testimonials.

Space Needs Assessment/Program Verification

Determining space needs is one of the most critical parts of project development. A well-developed needs assessment sets the path for a project's success, while a poorly developed assessment can keep a project from reaching its full potential. Our abundance of recent experience will allow us to reflect upon decisions made, answer questions and offer a second opinion if necessary. While we will make design recommendations, our process informs our clients so they can take an integral role in the design of their building.

Program Development

After we have obtained a thorough understanding of all the goals identified in the preceding steps, we will develop the project program (a written document that identifies the space requirements for your new building). This document will identify room sizes, current and future staff counts. We will draw from our experience with similar projects to determine proper departmental circulation factors to ensure that we have accounted for all the space required to meet your operational objectives.



Existing Building Assessment (If Needed)

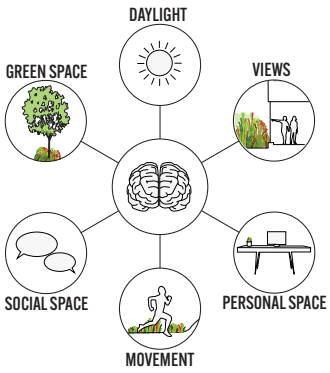
The building assessment begins with a review of existing facility plans and specifications. Many buildings we review are older and full sets of plans are not always available. In such cases, our team can perform field verifications of existing conditions and efficiently create 3D models using Building Information Management (BIM) modeling techniques.

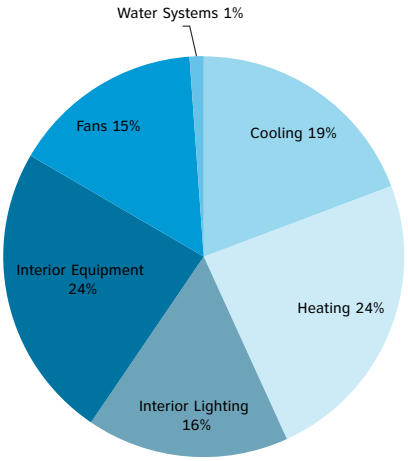
Next, we tour the facility with key occupants and maintenance staff. During this step clients can provide a more detailed facility background and our design team can ask key questions while becoming familiar with the building's overall layout and function.

Eco-Charrette

Unlike other firms, Hoefer Welker will conduct an eco-charrette at the beginning of the project. This single day "think - tank" allows us to dive into some of the items that represent a large part of your overall budget: sustainability, MEP systems and building materials. Doing all the leg work up front BEFORE we start designing, not only provides our clients with the knowledge and resources needed to make informed decisions, but establishes a clear budget and ultimately stretches your dollar.

Hoefer Welker designs every facility with cost-effective, sustainable solutions in mind. As stewards of the environment, as well as our client's investment, our strategy is to implement techniques and systems appropriate to the building's use and location to garner the greatest financial and productivity paybacks. For example, prior to design, we will perform a cost-payback-analysis of 4-5 mechanical systems that are most appropriate for your building. Since MEP systems represent approximately 35% of a project's overall budget, this process allows our clients to take an active role on technical issues that have a very important long-term impact.





ENERGY END USE ANALYSIS

This sample energy use diagram provides a broad look at general usage for a building of this size in your climate and topographical region.

Energy Efficiency & Systems Assessment

Although many design firms do not address engineering systems, such as HVAC and generator power, during the programming phase, this single component equates to as much as 35 percent of a project's budget. It also can have a huge impact on energy efficiency and operational costs. Together, we will lead you through a discussion regarding the primary systems for your new facilities. This discussion will include space needs to facilitate the equipment types, energy efficiency, payback and maintenance requirements.

Additionally, we have extensive experience working with the U.S. Green Building Council's LEED system, WELL Building Standards and the Green Globes rating and certification system and look forward to discussing these opportunities with you.

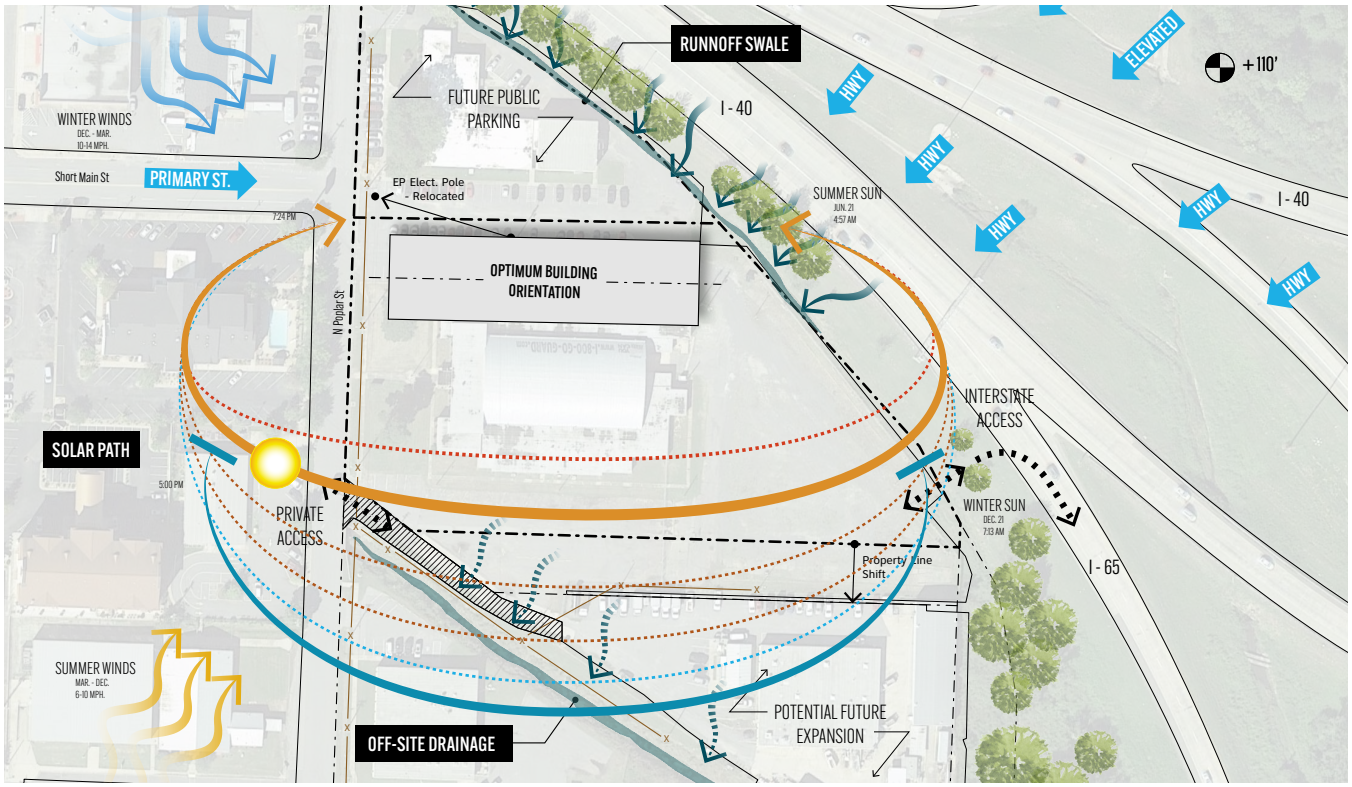
LEED	WELL BUILDING STANDARD	GREEN GLOBES
72 + PROJECTS 19 ACCREDITED PROFESSIONALS	5 ACCREDITED PROFESSIONALS	4+ PROJECTS 4 ACCREDITED PROFESSIONALS

Partial list of LEED Certified Projects

- Shawnee Justice Center
- KCFD Fire Station No. 39
- KCPD Metro Patrol Station
- VA Montgomery
- FBI Jacksonville
- VA Tallahassee
- VA Colorado Springs
- Nellis Air Force Base
- Denver Department of Homeland Security
- United States Attorney's Office - Muskogee

Sustainable Design (not certified)

- Northglenn Justice Center
- North Little Rock Justice Center
- KCK South Patrol Station
- KCMO South Patrol Station
- Leawood Justice Center
- Lawrence Police Headquarters
- Council Bluffs Police Headquarters
- Olathe Public Safety Campus
- Merriam Police Station
- KCMO Shoal Creek Patrol Station



Site research and analysis diagram; completed as part of a site assessment.

Site Assessment

Primarily looking at your site's assets, a comprehensive site assessment is critical to a project's success and maximizing a design's effectiveness. For an existing site, an assessment will look closely at available infrastructure such as utility capacity and stormwater management. Infrastructure is often one of the most expensive aspects of a project. Establishing that a site can support additional capacity without large adjustments can reduce overall site costs.

Site Research & Analysis

We have partnered with BHC to assist with utility and topographic research for the site that you have identified. We will walk the site as a team to discuss any obstacles and identify opportunities. We will also engage county engineers to help us understand public utility information so we can evaluate utility extensions (if appropriate). The final product will be development of a site analysis sketch that graphically describes each site in a manner that is easy to understand.

Cost Estimate

Before we start design, we combine the knowledge we obtain together through tours, discussions, and working sessions, to develop a range-cost estimate. We will use our track record with projects of similar size and scope to help determine the cost of your facility. Hoefer Welker's team will provide cost accuracy at an early stage. Our team feels this is a benefit to you because it gives you the ability to make decisions on space need requirements and project quality before the team spends time developing designs.

North Little Rock Justice Center | North Little Rock, Arkansas | Building design and orientation designed to maximize daylight.



COLLABORATION | COMMUNICATION
TEAMWORK

The Charrette Process

Hoefer Welker conducts a highly interactive planning and design workshop, or charrette process. This on-site, interactive, design workshop involves the client, stakeholders, design team, engineers and sometimes even members of the community, and it generally takes place over a two to four-day period at the client's offices. The goal of a charrette is to brainstorm, exchange ideas, understand the client's vision and project requirements, prepare options and, ultimately, create a conceptual design layout and set a preliminary design direction for the project.

This participatory process, which encourages input from all team members, is highly valuable to the entire design process. Not only does it result in a preliminary design, but it also establishes trust between the team members and builds consensus around a common vision.

Communication

Our goal from the very first meeting will be to engage all parties and maintain everyone's involvement for the duration of the project. Our principal-in-charge and project manager will ensure any problems are discussed using an interactive process.

Charrette Goals

- Confirm necessary functions/spaces
- Develop functional adjacencies
- Confirm staffing plan
- Develop budget

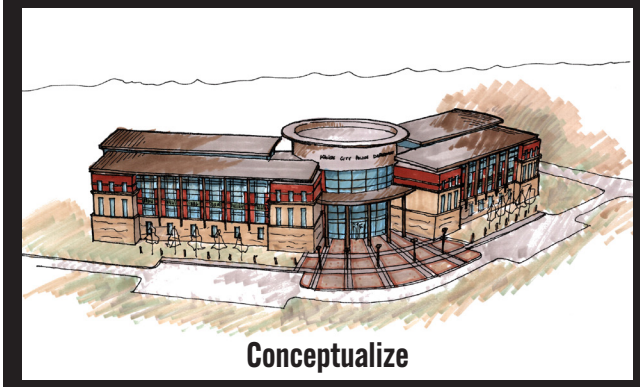
Design Charrette Brainstorming Session

- Intensive ideation session with all stakeholders
- Develop solutions
- Develop concepts
- Confirm budget

Charrette Advantages

- Client and consultants working together
- Shared ownership established
- Compressed design process
- Common understanding


Ideate


Conceptualize


Validate


Design

Design Development

During design development, we will refine design concepts from the previous stage into working drawings. The team's efforts here will concentrate on finalizing a design direction and decisions regarding systems, materials, finishes, specifications and construction details.

The final deliverable for the design development phase will be a set of documents and specifications, which amount to 35 percent construction document level and will provide detail on the site, floor plans, elevations, cross sections and wall sections. Items will include structural framing plans, preliminary civil and landscaping plans, code analysis, and schematic diagrams for equipment and furniture layouts.

Construction Documentation

Once the design direction has been finalized, the team will focus on the development of the plan to ensure the use of sustainable materials and construction methods, engage multiple lines of communication with all subconsultants and subcontractors, and produce a succinct set of construction documents for the construction of your building(s). Construction documents will be used to produce accurate bids for construction. During this phase, we will ensure coordination among disciplines and provide continuous quality control reviews. At the completion of this phase, the building will be fully documented with every system, material, and construction type specified.



Bidding Phase

Although the construction delivery method is not yet determined, there will still be a bidding phase that resembles a traditional bidding process. We will collaborate with you and the general contractor to determine and implement the bid goals for the project.

Construction Administration

It is our philosophy to help the construction team build the job right the first time. To do this, it is essential that we make timely visits to the site to review construction at the inception of each primary work scope. During these visits, we also help the contractor look ahead and anticipate upcoming events. We have found that scheduling a consistent meeting time enhances this process because the contractor can rely on us being on-site. Our most successful construction projects occur when we proactively collaborate with the contractor.

Budget & Schedule Management

Hoefer Welker will implement value design methodologies that require costs for specific components and systems to be determined early in the process, thereby establishing a budget for the design team. Early and continuous teaming sessions with the program manager, contractor, subcontractors and suppliers assist the design team in considering appropriate materials, constructibility, and lead times. Real-time estimates at decision points eliminate rework and waste, and guide the design team to an optimal and cost-effective solution. We review at six different points during our design process to give everyone peace of mind that we are maintaining the budget.

Our cost control strategy is proactive and we are diligent in our early cost analysis to identify cost saving wherever possible.

Additionally, 100% of our civic projects have bid at or below budget.

Our change order history is less than 1%, which is well below the industry average.

Completed Project

We understand the magnitude, quality requirements, schedule challenges, and risks associated with complex, multi-phased, civic projects. We're committed and prepared to provide the resources required to meet or exceed your schedule and operational requirements.

We consistently strive to complete our projects on time while honoring our collective commitment to quality. All of our civic projects have been completed on time despite schedule overruns, often due to unforeseen and uncontrollable factors. Rest assured, we will make every effort to adhere to the schedule and prevent any delays.

QUESTION 13

13

UNIQUE QUALITIES

List a maximum of three (3) specific and unique qualities that set your firm apart from others as it relates to this project.

1.

NATIONAL FIRM IN YOUR BACKYARD

WHY IT MATTERS TO YOU

Not only have we designed more public safety facilities than any other firm in the Kansas City Metro, but we are also recognized as a national public safety design specialist and have been sought out by clients around the country to solve problems and offer guidance and solutions.

Although we have built a strong portfolio throughout the U.S., this does not make our design fees any more expensive. We are motivated by sharing these experiences with our clients so that they can make informed, long-term decisions.

2.

PROVEN TRACK RECORD

WHY IT MATTERS TO YOU

As one of the most experienced public safety design firms in the region, our in-depth experiences benefit our clients. In addition to our low change order history, which is well below the industry standard, **100% of our civic projects have bid at or below budget.**

Our cost control strategy is proactive, and we are diligent in our early cost analysis to identify cost savings wherever possible.

3.

COMMUNITY BUY-IN & FUNDING YOUR PROJECT

WHY IT MATTERS TO YOU

We have teamed with Steve Wolf, funding, community engagement and bond specialist, to help your vision move forward for this important project. Over the past 40 years he has successfully **passed more than 100 bond measures.**

We are confident in our proven process and recently helped the City of Council Bluffs through the same steps to get their police facility funded.

Through extensive research and community engagement the revised bond passed with resounding success (something that hadn't happened in their community in nearly 20 years). Public funding allowed our team to design the 52,000 sq. ft. police headquarters that will serve their community for 50+ years.

QUESTION 14

14

AWARDS/CERTIFICATIONS

Any notable awards or certifications.



Hoefer Welker is proud to have received several recognitions for our company, people and projects. Our team is made up of smart, passionate and fun specialists who will truly deliver the best building design and experience for the City of Grain Valley.

From *Ingrams* Best Companies to Work For to 40 Under 40, below is a select list of our awards:

- *Kansas City Business Journal,* Top Architecture Firms for Licensed Architects - #4
- *Kansas City Business Journal,* Top Construction Projects - 46 Penn, #14
- *Kansas City Business Journal,* Top Private Companies - #143
- *Kansas City Business Journal,* Capstone Award, Retail - Ward Parkway Entertainment Pavilion
- *Kansas City Business Journal,* Capstone Award, Multifamily - The Vue
- *AIA Central States,* Emerging Professionals Friendly Firm - Hoefer Welker
- *Green Building Initiative (GBi),* Green Globes Project of the Year - VA Chattanooga, honorable Mention
- *San Antonio Business Journal,* Hospitality Project of the Year - Santikos

FORMS

Designed To Do **More**

INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

2/12/2022

DATE (MM/DD/YYYY): 6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1443907 HOEFER WELKER, LLC 11460 TOMAHAWK CREEK PARKWAY SUITE 400 LEAWOOD KS 66211	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company — 25658 INSURER B: Interstate Fire & Casualty Company — 22829 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17664184 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	N	N	680-7H075554	2/12/2021	2/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BA-4R137037	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000	N	N	CUP-7C902052	2/12/2021	2/12/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-0K209714	2/12/2021	2/12/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	USF00767721	2/12/2021	2/12/2022	$5,000,000 PER CLAIM AND ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

17664184
SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

REQUIRED LICENSE

As of February 12, 2021 Hoefer Wysocki is now Hoefer Welker. We have submitted paperwork for this new name change and are awaiting confirmation from the state. Please see below a copy of our current Missouri license which is still accurate and valid.

State of Missouri

Division of Professional Registration

Architectural Corporation

VALID THROUGH DECEMBER 31, 2021
ORIGINAL CERTIFICATE/LICENSE NO. 2001020835
HOEFER WYSOCKI ARCHITECTS, LLC
HOEFER WYSOCKI ARCHITECTS LLC
11460 TOMAHAWK CREEK PKWY STE 400
LEAWOOD KS 66211
USA

HOEFER WYSOCKI ARCHITECTS, LLC
HOEFER WYSOCKI ARCHITECTS LLC
11460 TOMAHAWK CREEK PKWY STE 400
LEAWOOD KS 66211
USA

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects

Architectural Corporation

VALID THROUGH DECEMBER 31, 2021
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HOEFER WYSOCKI ARCHITECTS, LLC
HOEFER WYSOCKI ARCHITECTS LLC
11460 TOMAHAWK CREEK PKWY STE 400
LEAWOOD KS 66211
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF JACKSON

Ken Henton being first duly sworn, deposes and says that he is

Principal-in-Charge & Partner
Title of Person Signing

of

Hoefer Welker
Name of Bidder

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

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

BY

BY

BY

SWORN to before me this 28th day of JUNE 2021.

Notary Public

NOTARY PUBLIC - State of Kansas
JEREMY PALMER
My Appt. Expires 2-26-2023

My Commission Expires

FORM NO. 1: FIRM PROFILE

1. Company Name and Address:
Hoefer Welker
11460 Tomahawk Creek Parkway | Suite 400 | Leawood, KS 66211

1a. Firm / Provider is: X National X Regional X Local

1b. Year Firm / Provider Established:
1996

1c. Years of Experience providing services:
25 years

1d. Licensed to do business in the State of Missouri: X Yes __ No

1e. Name, title, telephone number and email address of Principal to contact:
Ken Henton | Partner
816.536.2731 | ken.henton@hoeferwelker.com

1f. Address of office to perform work, if different from Item No. 1:
Same address as Item No. 1.

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
Varies by phase. Hoefer Welker is committed to providing the staff needed to complete your project. We estimate initially 8-10 professionals, Development phase: 14-18 professionals, Construction: 4-6 professionals.

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
N/A. | MEP Engineer: Smith & Boucher, Structural Engineer: J&S, Civil Engineer: BHC, Landscape Architect: Landworks, Bond & Funding Specialist: Fides Munusque Fidele

3a. Has this Joint Venture previously worked together? __ Yes __ No
N/A.

FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Lawrence Police Headquarters | Lawrence, Kansas

Completion Date (Actual or Estimated):
March 1, 2021

Project Owners Name & Address:
City of Lawrence, Kansas
4820 Bob Billings Pkwy. Lawrence, KS 66049

Project Owner's Contact Person, Title & Telephone Number:
Captain Casey Cooper | 785.423.1329

Estimated Cost (in Thousands) for Entire Project: $
$18,500,000

Scope of Entire Project: (Please give quantitative indications wherever possible).
55,440 sq. ft., new police headquarters | Master planning, Architectural Services, Site Design Services, Interior Design and Park Design

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Nick Lawler, AIA, NCARB, LEED AP BD +C/Project Manager
Chris Krumrei, AIA/Project Architect & Project Designer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Northglenn Justice Center | Northglenn, Colorado

Completion Date (Actual or Estimated):
October 31, 2018

Project Owners Name & Address:
Northglenn Justice Center
50 W. Community Dr., Northglenn, CO 80234

Project Owner's Contact Person, Title & Telephone Number:
James S. May, Chief of Police | 303.450.8892

Estimated Cost (in Thousands) for Entire Project: $
$18,000,000

Scope of Entire Project: (Please give quantitative indications wherever possible).
48,000 sq. ft., new justice center | Needs assessment, master planning, programming, site assessment, conceptual design, architecture, interior design, construction administration & coordination of sub-consultants.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Krumrei, AIA/Project Architect



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
North Little Rock Justice Center | North Little Rock, Arkansas

Completion Date (Actual or Estimated):
September 2021

Project Owners Name & Address:
North Little Rock Justice Center
120 Main St. PO Box 5757, North Little Rock, AR 72119

Project Owner's Contact Person, Title & Telephone Number:
Mary Beth Bowman, Director of City Services | 501.975.8881

Estimated Cost (in Thousands) for Entire Project: $
est. $24,000,000

Scope of Entire Project: (Please give quantitative indications wherever possible).
est. 85,000 sq. ft. new justice center | Surface parking, 231 spaces, Needs assessment, master planning, programming, site assessment, conceptual design, architecture, interior design, construction administration & coordination of sub-consultants.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Nick Lawler, AIA, NCARB, LEED AP BD +C/Project Manager
Chris Krumrei, AIA/Project Architect & Project Designer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Council Bluffs Police Headquarters | Council Bluffs, Iowa

Completion Date (Actual or Estimated):
December 2018

Project Owners Name & Address:
Council Bluffs Police Headquarters, City of Council Bluffs, Iowa
1 Ezra Jackson Way, Council Bluffs, IA 5150

Project Owner's Contact Person, Title & Telephone Number:
Tim Carmody, Chief of Police | 712.328.4701

Estimated Cost (in Thousands) for Entire Project: $
$17,298,547

Scope of Entire Project: (Please give quantitative indications wherever possible).
52,000 sq. ft. new police headquarters | 170-stall surface parking lot, Planning, Programming, Architecture, Interior Design, Coordination of all Engineering Discipline, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Krumrei, AIA/Project Architect
Steve Wolf/Bond Specialist
Brian Sturm, PLA, LEED AP/Landscape Architect



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
KCMO South Patrol Station | Kansas City, Missouri

Completion Date (Actual or Estimated):
June 2013

Project Owners Name & Address:
City of Kansas City, Missouri
414 East 12th St., 17th Floor, Kansas City, Mo. 64112

Project Owner's Contact Person, Title & Telephone Number:
Eric Bosch (former city architect) | 913.980.3760

Estimated Cost (in Thousands) for Entire Project: $
$26,921,090

Scope of Entire Project: (Please give quantitative indications wherever possible).
101,895 sq. ft., Planning, Programming, Architecture, Interior Design, Coordination of all Engineering Disciplines, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Krumrei, AIA/Project Architect & Project Designer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
KCK South Patrol Station | Kansas City, Kansas

Completion Date (Actual or Estimated):
July 2017

Project Owners Name & Address:
Kansas City, Kansas Police Department, Chief Terry Zeigler
700 Minnesota Ave. Kansas City, Kansas 66101

Project Owner's Contact Person, Title & Telephone Number:
Kent Anderson LTC, Deputy Chief | 913.573.6000

Estimated Cost (in Thousands) for Entire Project: $
$2,561,894

Scope of Entire Project: (Please give quantitative indications wherever possible).
6,020 sq. ft., Planning, Programming, Architecture, Interior Design, Coordination of all engineering disciplines, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Krumrei, AIA/Project Architect & Project Designer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Independence Communications Center | Independence, Missouri

Completion Date (Actual or Estimated):
May 16, 2018

Project Owners Name & Address:
City of Independence, Missouri, Morris Heide
Independence City Hall 111 E Maple Independence, MO 64050

Project Owner's Contact Person, Title & Telephone Number:
Brad Halsey, Chief of Police | 816.325.7300

Estimated Cost (in Thousands) for Entire Project: $
$4,198,452

Scope of Entire Project: (Please give quantitative indications wherever possible).
6,000 sq. ft., Planning, Programming, Architecture, Interior Design, Furniture Design, FEMA Hardening, IT/Technology, Coordination of all Engineering Disciplines, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Krumrei, AIA/Project Architect & Project Designer
Chris Albright, PE, CEM, LEED AP, CXA/ MEP Project Manager/Fire Protection Engineer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Overland Park Command Center - EOC & Dispatch Remodel | Overland Park, Kansas

Completion Date (Actual or Estimated):
May 15, 2017

Project Owners Name & Address:
City of Overland Park, Kansas
12401 Hemlock St. OP Fire Training Ctr - Basement Overland Park, KS 66213

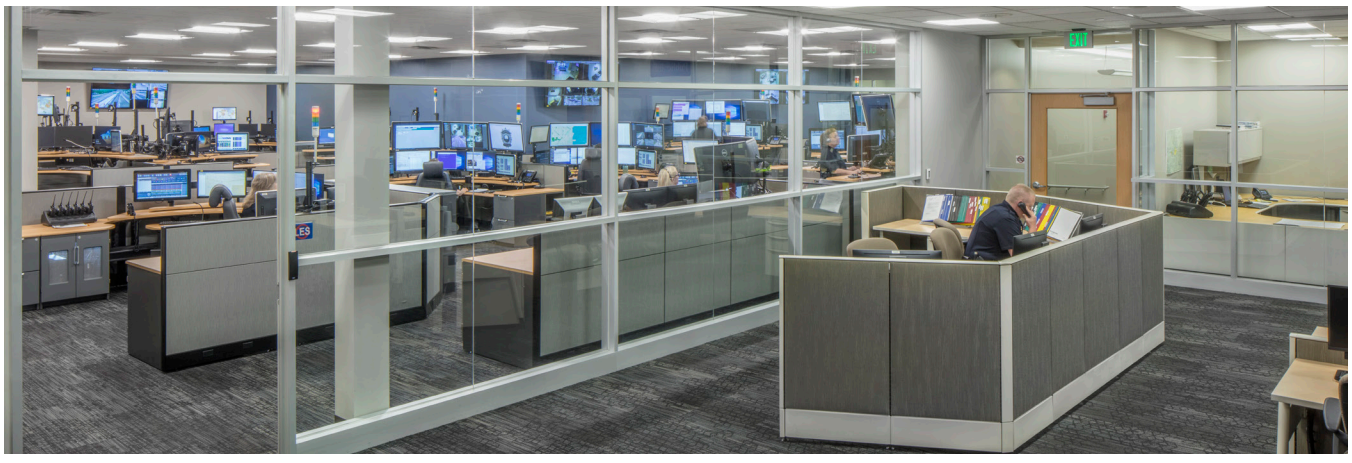
Project Owner's Contact Person, Title & Telephone Number:
Sonta Wilburn, Police Major | 913.895.8308

Estimated Cost (in Thousands) for Entire Project: $
$1,216,703

Scope of Entire Project: (Please give quantitative indications wherever possible).
11,200 sq. ft., 12 dispatcher stations, Planning, Program Verification, Architecture, Interior Design, Furniture Design, Coordination of all Engineering Disciplines, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Chris Albright, PE, CEM, LEED AP, CXA/ MEP Project Manager/Fire Protection Engineer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Lee's Summit Police & Courts Renovation | Lee's Summit, Missouri

Completion Date (Actual or Estimated):
September 2021

Project Owners Name & Address:
City of Lee's Summit, Missouri, Police Department
10 NE Tudor Road, Lee's Summit, MO 64068

Project Owner's Contact Person, Title & Telephone Number:
John Boenker, Assistant Chief | 816.935.3439

Estimated Cost (in Thousands) for Entire Project: $
$6,000,000

Scope of Entire Project: (Please give quantitative indications wherever possible).
Remodel of Justice Center

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker | Architect of Record, Architecture, Interior Design, FF&E, Coordination of all Engineering Disciplines and Construction Administration

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge
Dominic Spadafore, AIA, NCARB, LEED AP BD+C/Project Manager
Chris Krumrei, AIA/Project Architect & Project Designer
Kim Jones, PE, SE, LEED AP/Structural Engineer



FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:
Merriam Police Station Remodel | Merriam, Kansas

Completion Date (Actual or Estimated):
May 18, 2018

Project Owners Name & Address:
City of Merriam, Kansas, Police Department
9001 W. 62nd St. Merriam, KS 66202

Project Owner's Contact Person, Title & Telephone Number:
Mike Daniels, Chief of Police | 913.322.5560

Estimated Cost (in Thousands) for Entire Project: $
$2,399,374

Scope of Entire Project: (Please give quantitative indications wherever possible).
12,800 sq. ft., Needs Assessment, Programming Verification, Architecture, Interior Design, Coordination of all Engineering Disciplines, Construction Administration

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Hoefer Welker, Architect of Record

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:
Ken Henton, AIA, NCARB, LEED AP/Principal-in-Charge



HOEFER WELKER

KEN HENTON

AIA | NCARB | LEED AP

PRINCIPAL-IN-CHARGE & PARTNER

ken.henton@hoeferwelker.com

HOEFERWELKER.COM

913.307.3700

Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	9/13/2021, 9/27/2021	
BILL NUMBER	B21-22	
AGENDA TITLE	**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT RELATED TO THE MERCADO COMMERCIAL DEVELOPMENT**	
REQUESTING DEPARTMENT	Legal & 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 enter into a comprehensive development incentives agreement	
BACKGROUND	See attached staff report	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance, Memo, and Agreement	

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B21-22* | ORDINANCE NO. _____
SECOND READING _____
FIRST READING *September 13, 2021 (6-0)*

AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT RELATED TO THE MERCADO COMMERCIAL DEVELOPMENT

WHEREAS, as authorized by Section 67.1401 to 67.1571, RSMo, as amended (the "CID Act"), and pursuant to Ordinance No. 2537, the Board of Aldermen established the Grain Valley Mercado Community Improvement District (the "CID District); and

WHEREAS, as by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080, the Grain Valley Mercado Transportation Development District (the "TDD District") was formed; and

WHEREAS, the City of Grain Valley, the CID District, the TDD District, and the Developer desire to enter into the Comprehensive Development Incentives Agreement to outline the roles and responsibilities that each party will have in the operation and administration of said districts.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, as follows:

SECTION 1: The Comprehensive Development Incentives Agreement among the City of Grain Valley, Missouri, The Grain Valley Mercado Transportation Development District, The Grain Valley Mercado Community Improvement District; and Star Acquisitions, Inc., ("Agreement") a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

SECTION 2: The Mayor and City Clerk are authorized to execute the Agreement for and on behalf of the City of Grain Valley.

SECTION 3: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: 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 MILLS	_____	ALDERMAN STRATTON	_____

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

EXHIBIT A

Comprehensive Development Incentives Agreement

(See Attached)

COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT FOR GRAIN VALLEY MERCADO

AMONG

THE CITY OF GRAIN VALLEY, MISSOURI;

THE GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT;

THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT;

AND

STAR ACQUISITIONS, INC.

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TDD Resolution Authorizing City to Collect and Administer Sales Tax	Exhibit E

COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT

This Comprehensive Development Incentives Agreement is entered into on the ____ day of _____, 2021, by and among, **THE CITY OF GRAIN VALLEY, MISSOURI**, a Missouri city of the fourth classification and political subdivision; the **GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision, the **GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision, and **STAR ACQUISITIONS, INC.**, a Missouri general business corporation, which date is the last date that any of the four (4) parties hereto execute this Agreement.

RECITALS

A. By Ordinance No. 2107, adopted by the Board of Aldermen on September 27, 2010, the City approved a Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area and declared the Redevelopment Area as a Blighted Area. The Redevelopment Area is divided into five Redevelopment Project Areas, designated Project Areas 1A, 1B, 2, 3, and 4. The City of Grain Valley is the designated redeveloper of Project Areas 1A, 1B, 3, and 4. The Community Improvement District (CID) and Transportation Development District (TDD) lie within the Redevelopment Area, specifically Project Area 3.

B. By Ordinance No. 2322, adopted by the Grain Valley Board of Aldermen on December 9, 2013, the City Amended the TIF Plan to, among other things, revise the Redevelopment Project Costs associated with Project Area 3 based on actual, instead of estimated, construction costs, which were expended by the City ($1,012,519.00) for interchange improvements needed to aid in the remediation of blight within the Redevelopment Area.

C. By Ordinance No. 2500, adopted by the Grain Valley Board of Aldermen on April 27, 2020, the City activated Redevelopment Project Area 3, which will collect TIF Revenues until the earlier of 2043, or the full reimbursement of Redevelopment Project Costs.

D. Upon conducting due diligence into development of a portion of Redevelopment Project Area 3, the Developer learned from MoDOT that traffic capacity at the intersection of BB Highway (Buckner-Tarsney Road) and NW Jefferson Street has or will soon reach its as-built capacity, and that additional development in that area would require additional transportation improvements, including turn lanes and traffic signal modifications. This was despite communication received by the City in 2009 that MoDOT's original design would cover anticipated capacity out to the year 2030.

E. The Grain Valley Board of Aldermen, on November 23, 2020, authorized the Mayor to sign a Terms Sheet establishing the initial terms of a proposal for incentives to assist the Developer with financing the extraordinary costs related to the additionally required transportation improvements and other extraordinary costs of blight remediation in a portion of Project Area 3. This Terms Sheet provided for incentives through non-captured revenues from a CID, a TDD, and certain non-captured City sales tax revenues.

F. The CID was established by the Grain Valley Board of Aldermen on February 8, 2021, by virtue of Ordinance No. 2537. The stated purpose of the CID is to provide funding for the CID Projects.

G. The CID intends to levy a CID Sales Tax at a rate of one percent (1%) on retail sales in accordance with the CID Act. The CID Sales Tax will be levied and collected within the boundaries of the CID.

H. The CID is authorized in accordance with the provisions of the CID Act to contract with the City, the TDD, and the Developer to assist in operating and financing the CID Projects.

I. The Developer and the CID desire to contract with the City for the City to perform the function of administrating the CID Sales Tax.

J. The TDD was formed on April 13, 2021, by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080. The stated purpose of the TDD is to undertake the TDD Projects.

K. The TDD intends to impose a TDD Sales Tax at the rate of one percent (1%) on all transactions subject to sales taxes in accordance with the TDD Act. The TDD Sales Tax will be imposed and collected within the boundaries of the TDD.

L. The TDD is authorized in accordance with the provisions of the TDD Act to perform all functions incident to the administration, collection, enforcement, and operation of the TDD Sales Tax.

M. The Developer and the TDD desire to contract with the City for the City to perform the functions of administrating, collecting, and enforcing the TDD Sales Tax.

N. The TDD, as a political subdivision and a local transportation authority, is authorized in accordance with the provisions of the TDD Act to contract with the City, the CID, and the Developer to assist in operating and financing the TDD Projects.

(Remainder of Page Intentionally Left Blank)

AGREEMENT
ARTICLE I

RULES OF INTERPRETATION AND DEFINITIONS

Section 1.01 Rules of Interpretation.

A. All exhibits attached to and referenced in this Agreement are expressly incorporated into this Agreement by such reference.

B. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 9.04 of this Agreement.

(2) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, section, subsection, and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations,

partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(5) Any approvals or consents required by this Agreement to be given by any party to this Agreement shall not be unreasonably withheld or delayed.

Section 1.02 Definition of Words and Terms.

In addition to the words and terms defined elsewhere in this Agreement, the following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. "Administrative Fee": That amount of the CID Sales Tax Revenue, TDD Sales Tax Revenue, and City Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting and administering the CID Sales Tax, TDD Sales Tax, and City Sales Tax reimbursement pursuant to Article II of this Agreement.

B. "Agreement": This Comprehensive Development Incentives Agreement among the City of Grain Valley, Missouri; the Grain Valley Mercado Community Improvement District; the Grain Valley Mercado Transportation Development District; and STAR Acquisitions, Inc.

C. **"**Applicable Laws and Requirements**"** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

D. "Board of Aldermen": The governing body of the City.

E. "Captured District Tax Revenues": The half portion of the District Tax Revenues that will be deposited in the TIF Special Allocation Fund in accordance with the TIF Plan.

F. "CID": The Grain Valley Mercado Community Improvement District, a Missouri community improvement district and political subdivision of the State of Missouri.

G. "CID Act": The Missouri Community Improvement District Act, Sections 67.1401 to 67.1571, of the Revised Statutes of Missouri, as amended.

H. "CID Petition": the document entitled "Petition to the City of Grain Valley, Missouri for the Establishment of the Grain Valley Mercado Community Improvement District" which was filed by the Property Owners as the owners of real property located within the CID to request the Grain Valley Board of Aldermen to establish the CID, which document was approved by the Board of Aldermen on February 8, 2021 by Ordinance No. 2537, and which document is substantially the same as that which is attached as **Exhibit B**.

I. "CID Projects": Those projects listed on the Five-Year Management Plan, which is Exhibit 2 of the CID Petition, which projects have been incorporated into the District Projects shown on **Exhibit A** to this Agreement, and such other projects as may be approved in accordance with the CID Act and this Agreement.

J. "CID Sales Tax": The sales and use tax levied by the District on retail sales within its boundaries pursuant to the CID Act in the amount of one percent (1%).

K. "CID Sales Tax Revenue": Monies actually collected, pursuant to this Agreement and the CID Act, from the levy of the CID Sales Tax.

L. "City": The City of Grain Valley, Missouri.

M. "City Code": The Code of Ordinances of the City of Grain Valley, Missouri.

N. "City Sales Tax Revenue": Shall have the meaning set forth in Section 5.02.

O. "Code": The Internal Revenue Code.

P. "Costs of Formation": Actual, reasonable costs, and expenses approved by the City, which are incurred by the City, the CID, the TDD, or the Developer or its affiliates, to 1) draft, review, and approve the CID petition and financial terms associated with the CID and obtain approval of an ordinance to establish the CID and to call and hold an election for approval of the CID Sales Tax, including, but not limited to, attorneys' and other professional service fees and expenses related thereto; and 2) obtain circuit court approval of formation of the TDD and the imposition of the TDD Sales Tax, including, but not limited to, attorneys' and other professional service fees and expenses of filing and defending the petition and to call and hold the election for the TDD Sales Tax; including all publication and incidental costs related to any of the aforementioned activities.

Q. "Developer": STAR Acquisitions, Inc., a Missouri corporation, and its successors and assigns.

R. "District or Districts": The CID and the TDD, collectively, or singularly as the context indicates.

S. "District Projects": The CID Projects and the TDD Projects, collectively, which are specifically enumerated and estimated on **Exhibit A** hereto.

T. "District Taxes": The CID Sales Tax and the TDD Sales Tax, collectively.

U. "District Tax Revenues": The monies collected, pursuant to this Agreement and the CID Act or TDD Act, from the imposition or levy of the District Taxes.

V. "DOR": The Missouri Department of Revenue.

W. "Economic Activity Taxes": Economic Activity Taxes, as defined by the TIF Act and captured by the TIF Plan.

X. "Event of Default": Any event specified in Section 7.01 of this Agreement.

Y. "Financing Costs": Developer's interest and other financing costs and fees associated with paying for Reimbursable Project Costs, as discussed in Section 5.04 of this Agreement.

Z. "Improvement Costs": All actual and reasonable costs and expenses approved by the City, which approval shall not be unreasonably withheld, which are incurred with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded in connection with the District Projects, City inspection fees, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the District Projects, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors, and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects including overhead expenses of the District for administration, supervision, and inspection incurred in connection with the District Projects; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the District Projects and which may lawfully be paid or incurred by the CID or TDD under the CID Act or TDD Act, respectively.

AA. "MoDOT": The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

BB. "Non-Captured District Tax Revenues": The half portion of the District Tax Revenues that are deposited in the CID Revenue Fund or TDD Revenue Fund by the City in accordance with Article II of this Agreement.

CC. "Operating Costs": Actual, reasonable overhead expenses approved by the City, which approval shall not be unreasonably withheld, that are necessary for the administration of each District, in accordance with the respective District's annual budget, the CID Act, and the TDD Act, including, without limitation, attorney's fees, insurance costs, accounting fees, etc.

DD. "Payments in Lieu of Taxes": Incremental taxes paid on account of real estate tax assessments as provided and defined in the TIF Act and the TIF Plan.

EE. "Property Owners": The owners of the real property located within the boundaries of the Districts, as such owners may change from time to time.

FF. "Public Works Department": The Public Works Department of the City.

GG. "Redevelopment Area": The Redevelopment Area established under the TIF Plan.

HH. "Redevelopment Project": The redevelopment project or redevelopment projects to be constructed by a developer or developers selected by the City pursuant to the TIF Plan.

II. "Reimbursement Agreement Costs": Actual and reasonable costs for expenditures made by the Developer or its affiliates or the City on behalf of a District, including Costs of Formation, Improvement Costs and Operating Costs, and which may be reimbursed pursuant to the terms of this Agreement.

JJ. "Reimbursable Project Costs": Improvement Costs related to the CID Projects, TDD Projects, and other infrastructure improvements set forth on **Exhibit A** (excluding any costs associated with the line item thereon labeled as "possible fill needed on Tract C to bring site up").

KK. "Special Allocation Fund": The fund created pursuant to the TIF Act for the TIF Plan into which the City deposits Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

LL. "TDD": The Grain Valley Mercado Transportation Development District, a Missouri transportation development district and political subdivision of the State of Missouri.

MM. "TDD Act": The Missouri Transportation Development District Act, Section 238.200, *et. seq.*, of the Revised Statutes of Missouri, as amended.

NN. "TDD Petition": the document entitled "Petition for Formation of a Transportation Development District" which was filed by Timothy D. Harris and FD Holdings I, LLC as the owners of all of the real property located within the TDD to request the Jackson County Circuit Court to form the TDD, which document was approved by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, as Case No. 2016-CV25080, and which document is substantially the same as that which is attached as **Exhibit D**.

OO. "TDD Projects": Those projects listed on Exhibit C of the TDD Petition, which projects have been incorporated into the District Projects shown on **Exhibit A** to this agreement, and such other projects as may be approved in accordance with the TDD Act and this Agreement.

PP. "TDD Sales Tax": The sales tax levied by the District on retail sales within its boundaries pursuant to the TDD Act in the amount of one percent (1%).

QQ. "TDD Sales Tax Revenues": Monies collected, pursuant to this Agreement and the TDD Act, from the imposition of the TDD Sales Tax.

RR. "TIF Act": The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et. seq.*, of the Revised Statutes of Missouri, as amended.

SS. "TIF Plan": The Tax Increment Financing Plan adopted by the Grain Valley Board of Aldermen on September 27, 2010, by Ordinance No. 2107; a First Amendment to the Tax Increment Financing Plan adopted December 9, 2013, by Ordinance No. 2322; and Second Amendment to the Tax Increment Financing Plan adopted May 9, 2016, by Ordinance No. 2386.

TT. "TIF Revenue": Economic Activity Taxes and Payments in Lieu of Taxes.

ARTICLE II

COLLECTION OF FUNDS

Section 2.01 Imposition, Collection, Administration and Enforcement of District Tax Revenues.

A. Imposition. The Board of Directors for each District shall adopt resolutions that: (i) impose the District Taxes (subject to qualified voter approval); (ii) authorize the City to perform all functions incident to the administration, enforcement, and operation of

the District Taxes, which shall generally be in the form of **Exhibits C** and **E**; and (iii) prescribe any required forms and administrative rules and regulations for reporting the District Taxes. The Parties anticipate that the District Taxes will be collected and enforced by the DOR, as provided in the CID Act and TDD Act. The Non-Captured District Tax Revenues shall be deposited by the City in the CID Revenue Fund or TDD Revenue Fund ("District Revenue Funds", collectively), in accordance with the resolution adopted by the appropriate District. The Districts may amend the forms, administrative rules, and regulations applicable to the administration, enforcement, and operation of the District Taxes, as needed.

B. Collection. All District Tax Revenue Fund amounts the City receives from DOR shall be expended solely in accordance with this agreement.

The Non-Captured District Tax Revenues shall be deposited by the City in the CID Revenue Fund or TDD Revenue Fund ("District Revenue Funds", collectively) in accordance with this section and shall be used to make those payments in the order of priority set forth in Section 2.02. All District Tax Revenues disbursements shall be subject to annual appropriation of the District.

The Captured District Tax Revenues shall be deposited in the TIF Special Allocation Fund and shall be treated as Economic Activity Taxes (as defined in the TIF Plan) and expended in accordance with the TIF Act and TIF Plan.

Upon the expiration of the District Taxes, all funds remaining in the District Revenue Funds shall continue to be used solely in accord with this Agreement. Any funds in the District Revenue Funds that are not needed for current expenditures may be invested by the City pursuant to applicable laws relating to the investment of other City funds.

C. Administration. The City agrees to perform for the District all functions incident to the administration and, if necessary, enforcement of the District Taxes, pursuant to the CID Act, TDD Act, and this Agreement. The City may, at the City's discretion, receive an Administrative Fee for administering the District Taxes in the amount of one percent (1%) of the annual total District Tax Revenues. The annual total District Tax Revenues shall include that portion of the District Tax Revenues that are collected and deposited in the TIF Special Allocation Fund pursuant to the TIF Act. The Administrative Fee shall not be deducted from the reimbursement caps set forth in this Agreement.

D. Enforcement. The Districts authorize the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Taxes. The City may, in its own name or in the name of the Districts, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Taxes. The Districts agree to cooperate fully with the City and to take all actions necessary to affect the substitution of the City for the Districts in any such action, lawsuit, or proceeding if the City shall so request. Any costs incurred by any Party to enforce and/or collect the District Taxes pursuant to this Section ("Enforcement Funds") shall be considered as an Operating Cost and distributed to such Party in accordance with Section 2.02 of this Agreement.

Section 2.02 Distribution of the District Taxes.

Beginning after the first quarter in which DOR remits District Tax Revenues to the City and continuing each quarter thereafter until the expiration or repeal of the District Taxes, the City shall, not later than the fifteenth (15th) day of the first month after the end of the quarter, distribute the District Tax Revenues received in the preceding quarter in the following order of priority:

A. Pursuant to the TIF Act and the TIF Plan, if Redevelopment Projects are activated, one-half (1/2) of the District Tax Revenues received by the City from DOR as provided in this Agreement will be captured as Economic Activity Taxes and deposited by the City into the TIF Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Plan.

B. The City shall distribute to itself the Administrative Fee, which shall be measured by one percent (1%) of the total District Tax Revenues collected each quarter, including any portion that is captured as Economic Activity Taxes, as stated in Section 2.01 above.

C. The City shall pay all Costs of Formation of the Districts certified to it by the District's Board of Directors.

D. The City shall pay approved Operating Costs of the Districts incurred by the City, the Districts, or the Developer.

E. The City shall pay the approved Reimbursable Project Costs and related Financing Costs.

F. With respect to CID Sales Tax Revenue, the City shall pay for / reimburse the costs of the District Services (as defined in the CID Petition).

Section 2.03 Records of the District Taxes.

The City shall keep accurate records of the District Taxes due and collected. Any City records pertaining to the District Taxes shall be provided to the requesting District upon written request of that District, as permitted by law. The City shall be the custodian of records, in accordance with the Missouri Sunshine Law, for records pertaining to District Taxes due and collected.

Section 2.04 Repeal of the District Taxes.

Each District shall notify the City at least thirty (30) days in advance of the satisfaction in full of all outstanding obligations of that District and the completion of all projects authorized or to be authorized by the respective District. Upon full satisfaction of all obligations of a District and the completion of all projects authorized or to be authorized by that District the applicable District shall notify the City of such satisfaction and completion.

If the City consents and does not identify additional projects to benefit the applicable District, the District will implement the procedures in the CID Act or TDD Act, as applicable, for repeal of the applicable District Tax and abolishment of the District; provided, however, to the extent applicable to the requesting District, that District shall not implement the procedures for repeal or modification of its District Taxes and abolishment of the District if:

A. Any District Tax Revenues are due to the City for outstanding Administrative Fees or Enforcement Funds;

B. Any of the District Projects are not yet finally complete;

C. Any of the Improvement Costs have not been fully paid;

D. If the District, with the prior written consent of the City, has approved another project pursuant to the CID Act or TDD Act, as applicable;

E. The City does not consent to repeal of the CID Sales Tax or TDD Sales Tax, as applicable, and has identified additional projects to benefit the District; or

F. Any other contractual or legal obligation of the District is unsatisfied.

The City's obligation to perform for a District any functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax or the TDD Sales Tax, as applicable, shall terminate concurrent with the repeal of the District Tax. Upon repeal of a District Tax, the City shall:

G. Retain the City's Administrative Fee and any Enforcement Funds to which it is entitled in accordance with this Agreement.

H. Retain any remaining District Tax Revenue until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act or TDD Act, as applicable.

ARTICLE III

DESIGN AND CONSTRUCTION OF DISTRICT PROJECTS

Section 3.01 Selection of Design and Construction Professionals.

Subject to the requirements of Section 3.06 of this Agreement, the Districts and/or the Developer shall be responsible for entering into the contracts necessary to carry out the design and construction of all District Projects.

Section 3.02 City Approval of District Projects.

Construction of District Projects shall not be commenced until the relevant District Project has been approved by the City pursuant to the City's normal planning and zoning procedures.

Section 3.03 Dedication of Right of Way for District Projects.

If additional public right of way is required for any of the District Projects, Developer will be responsible for securing conveyance by special warranty deed to the City any such right of way, along with securing any necessary construction easements.

Section 3.04 Approval Prior to Construction.

Construction of all, or a portion, of the District Projects shall not commence until the required construction permit is issued by the City.

Section 3.05 Construction of District Projects.

The parties acknowledge that certain components of the District Projects may be subject to Missouri laws regarding public works; including, but not limited to, the requirement of public

works bonds, the payment of prevailing wages and public bidding requirements. With respect to the TDD Projects, the TDD (or the City, on behalf of the TDD, if the TDD provides consent and if permitted under the TDD Act), will solicit bids for construction pursuant to the City's normal bidding process and the City will oversee the construction of the TDD Projects in accordance with the common practices of the City regarding public works projects. Provided that the condition established in Section 3.04 has been satisfied, the TDD shall enter into the necessary contracts for the construction of the TDD Projects. The City grants the Districts and its authorized agents to enter onto City property as needed for the construction of the District Projects for the purpose of constructing the District Projects. The parties acknowledge that improvements made by the Districts to the City's property shall become the City's property upon inspection and approval in accordance with Sections 3.06 and 3.07 of this Agreement.

Section 3.06 Completion of Construction.

Upon completion of all or any portion of the District Projects that will be owned by the City or MoDOT, the District shall deliver to the City and the Developer a completion certificate signed by a representative of the engineering firm selected pursuant to Section 3.01, certifying that (1) such District Projects have been completed in accordance with the final plans and specifications as approved by the Public Works Department in accordance with this Agreement, and (2) all sums due to the contractor have been paid. The City, on behalf of the Districts (except to the extent secured by the TDD under the Cooperative Agreement with the Missouri Highways and Transportation Commission), shall obtain from each contractor, prior to construction, such payment and performance bonds as required by Applicable Laws and Requirements, and the City, in the District's behalf shall, following completion of construction, obtain from the contractor such warranties and guarantees as City shall normally obtain in its public improvement projects. The

City also shall obtain the consent of the contractor to the assignment of such warranties and guarantees to the City, as applicable.

Section 3.07 Acceptance of District Projects.

With respect to the District Projects that will be owned by the City, following receipt of a completion certificate and prior to accepting all or any portion of such District Projects following construction, the District shall obtain the approval of the Public Works Department which approval shall not unreasonably be withheld.

ARTICLE IV

OWNERSHIP AND MAINTENANCE OF DISTRICT PROJECTS

Section 4.01 Intentionally Omitted.

Section 4.02 Maintenance of District Projects.

Except for any District Improvements dedicated to the City or MoDOT, the District shall own or lease and maintain the District Improvements until such time as the District is terminated. Any costs incurred by the District to maintain the District Improvements shall be considered Operating Costs.

Section 4.03 Insurance Requirements.

The City or the Developer, on behalf of each District, will require any contractor performing any work on District Projects that will be owned by the City to maintain insurance in a form and amount reasonably approved by the City, and that the City, the Districts, and the Developer shall be named as additional insured parties under each such policy so maintained. Each contractor shall, on request, be required to provide the applicable District or its assignees a complete copy of each policy or a certificate thereof which shows that such policies are in full force and effect and that the City, the Districts, and the Developer are named as additional insured parties thereunder.

ARTICLE V

FINANCING DISTRICT PROJECTS

Section 5.01 Public Incentives.

A. District Taxes. The CID shall impose the CID Sales Tax, and the TDD shall impose the TDD Sales Tax, within their respective boundaries in accordance with Article II.

B. City Sales Tax Reimbursement. The City shall support the development project costs by reimbursing Developer's Reimbursable Project Costs and associated Financing Costs using City Sales Tax Funds for an amount up to $430,576.00 (plus associated Financing Costs) in accordance with Section 5.02.

C. Limit on Public Incentive. The City, District, and Developer understand and agree that the amount of public assistance for Reimbursable Project Costs shall not exceed a total of one million two hundred thousand dollars ($1,200,000.00), plus any associated Financing Costs.

Section 5.02 City Sales Tax Reimbursement to Developer.

A. The City shall reimburse the Developer for a portion of the Reimbursable Project Costs actually incurred by the Developer by paying to the Developer the non-captured portion of: (i) the one percent (1.0%) General Fund Sales Tax; and (ii) one-half percent (0.50%) Capital Improvements Sales Tax, which are generated by the Project ("City Sales Tax Revenue"), until the earliest to occur of the following: (a) the total amount of Reimbursable Project Costs reimbursed to Developer with City Sales Tax Revenue equals $430,576.00 (plus amounts needed to reimburse Financing Costs associated with such amount), or (b) twenty (20) year anniversary date of first receiving a portion of the City sales tax.

B. City will distribute City Sales Tax Revenue on the same schedule as District Tax Revenues, as set forth in Section 2.02 hereof.

Section 5.03 Reimbursement of Prior Expenditures.

A. Costs of Formation. The Developer and/or its affiliates have incurred, or will incur, Costs of Formation for each District. The Developer may be reimbursed for such amounts from the District Tax Revenues of the applicable District in accordance with this Agreement. Costs of Formation of the Districts shall be paid in accordance with Section 2.02 of this Agreement.

B. Improvement Costs. To the extent that the Developer or the City has incurred or incurs costs for construction of a portion of the District Projects, and such costs are approved by the City in accordance with this Agreement, the Developer or the City, as applicable, shall be reimbursed (along with associated Financing Costs) from District Tax Revenues, in accordance with the applicable Act, and City Sales Tax Revenue. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.03.D of this Agreement.

C. Operating Costs. The Developer shall advance funds to pay Operating Costs of the Districts in their first fiscal year and each subsequent fiscal year, in accordance with each District's annual budget, until there are sufficient District Tax Revenues paid to each District to fund that District's annual budget. In no event shall a District incur more than the budgeted amount in any fiscal year for Operating Costs of the District, without the prior consent of the City, which consent shall not be unreasonably withheld, if the District demonstrates that the expenditures serve a legitimate District purpose. Operating Costs advanced by the Developer, shall be reimbursed to the Developer by the applicable District, from District Tax Revenues paid to the District, in accordance with the CID Act or TDD

Act, as applicable. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.03.D of this Agreement.

D. Reimbursement Procedure. Expenditures to be reimbursed pursuant to Section 5.02 and Section 5.03 shall be submitted in writing by the requesting District, the City department or the Developer to the City's Finance Director for City approval prior to reimbursement. The Finance Director shall review, verify, and confirm the information included in the written request for reimbursement. The Finance Director may request additional documentation of reimbursement requests, within ten (10) days of receipt of written request for reimbursement. If the City determines that the request accurately reflects reasonable reimbursable prior expenses, City shall approve the request. If the City has not requested additional documentation within ten (10) days of receipt of a written request for reimbursement and the City has not approved or denied the written request for reimbursement within twenty (20) days of receipt of a written request for reimbursement, the request for reimbursement shall be deemed approved.

For purposes of demonstrating Developer has incurred Improvement Costs, the Developer shall submit to the City a statement of such costs and expenses. In addition, the City shall not issue any reimbursement payment until the Developer provides adequate documentation indicating that all contractors, engineers, or other parties that have provided goods or services, the costs of which are Improvement Costs, have been paid in full.

E. Disputed Amounts. In the event a written request for reimbursement of any expenditure pursuant to this Section 5.03 is denied by the City pursuant to Section 5.03.D:

(1) The City shall itemize in writing the disputed amount and the reason that the City believes that the disputed amount is not a valid reimbursable expenditure.

(2) The parties shall meet in good faith to resolve the dispute and if the disputed amount is resolved, reimbursement shall be made.

(3) If the disputed amount cannot be resolved following the meeting, the parties may engage a third-party mediator to resolve the disputed amount.

Section 5.04 Reimbursement of Interest Expenses.

A. Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs or any other costs reimbursable to Developer hereunder (e.g., Costs of Formation, Operating Costs) from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to Sections 5.03 and 5.04 hereof, which interest shall not compound; provided, however, in no event shall the amount of reimbursable Developer's interest exceed the lesser of: (i) a rate of Prime Rate plus two percent (2%), or (ii) seven percent (7.0%).

B. Equity. Interest paid on equity shall be calculated using the same rates as those calculated for Third Party Borrowing. In the event Third Party Borrowing does not exist, the parties shall meet to determine the appropriate calculation for interest paid on equity.

C. Interest Paid Not Included in Total Reimbursable Project Costs. Any interest paid to Developer pursuant to this Section 5.04 shall not count toward the maximum Reimbursable Project Cost amount in the Redevelopment Project Cost Budget.

D. Interest Calculation. For purposes of calculating reimbursable interest, Developer shall certify the amount of reimbursable interest as a separate line item, which shall accrue for any given Reimbursable Project Cost beginning with the day of the

Reimbursable Project Cost was paid and ending the day such Reimbursable Project Cost is reimbursed hereunder.

Section 5.05 Annual Budget and Payment of Operating Costs as Incurred.

A. Annual Budget. The fiscal year of each District shall coincide with the City's fiscal year, which is January 1 to December 31. For each fiscal year of a District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Finance Director for review and approval. The budget for each District generally shall be prepared in accordance with all applicable state statutes including Section 67.010 RSMo, as amended. The District shall adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

B. Payment of Operating Costs. The proposed and actual expenditures of each District for Operating Costs shall not exceed that District's budgeted amounts in any fiscal year, without the City's consent, which consent shall not be unreasonably withheld, so long as the requesting District demonstrates that the expenditures serve a legitimate District purpose.

Operating Costs shall be submitted in writing by the requesting District to the City's Finance Department for City approval prior to payment. The Finance Director shall review, verify and confirm the information included in the written request for approval. The Finance Director may request additional documentation of Operating Costs, within ten (10) days of receipt of written request for approval. If the City determines that the request accurately reflects reasonable reimbursable expenses, City shall approve the request. If the City has not requested additional documentation within ten (10) days of receipt of a written request for approval and the City has not approved or denied the written request for

approval within twenty (20) days of receipt of a written request for approval, the request for approval shall be deemed approved. The City's approval prior to payment is not required for de minimis expenditures of Five Hundred and no/100 dollars ($500.00) or less, where there is no intent to avoid the terms of this Agreement by dividing one expenditure into several de minimis expenditures.

The City may give its approval in writing at the beginning of the fiscal year to the expenditure of funds, for individual Operating Costs that are: 1) budgeted as a line item in a District's annual budget; 2) are regularly occurring Operating Costs as determined by the Finance Director; 3) are documented, to the satisfaction of the City, as reasonable expenditures based on quotes or prior, similar expenditures by the respective District; and 4) are within the amount budgeted for that line item. In the event that specific budget approval has been given by the City, additional written approvals by the City are not required.

Section 5.06 Captured Portion of District Tax Revenues.

The City expresses its agreement and policy that the Captured Portion of the District Tax Revenues will remain in the TIF Special Allocation Fund in accordance with the TIF Plan.

ARTICLE VI

SPECIAL COVENANTS

Section 6.01 Records of the Districts.

Each District shall keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally acceptable accounting principles consistently applied and will furnish to the City such information, as may be reasonably requested, concerning the respective District, including such statistical and other operating information requested on a periodic basis,

in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met.

In addition, each District shall furnish annual financial statements to the City for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties shall be open to the inspection upon reasonable notice of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Each District shall comply with the record keeping and meeting requirements in accordance with the Missouri Sunshine Law. Each District shall designate a custodian of records to maintain records of the District's affairs and be available to fulfill requests for records in accordance with Missouri Sunshine Law.

Section 6.02 Records of the City.

The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of public improvements. Such records shall be available for inspection by the District upon reasonable notice. The City shall be the custodian of records, in accordance with the Missouri Sunshine Law, for records pertaining to disbursements for reimbursement and payment of costs of public improvements in accordance with the Missouri Sunshine Law.

Section 6.03 Intentionally Omitted.

Section 6.04 Notice to Tenants and Transferees.

A. Developer shall include in the Conditions, Covenants and Restrictions for all real property located within the Districts provisions that are in substantial compliance with the following:

(1) **Community Improvement District**: Owner/Tenant is hereby notified that the Property is located within the Grain Valley Mercado Community Improvement District ("CID") created by ordinance of the City of Grain Valley, Missouri ("City") that imposes a sales and use tax upon the retail sales made in such district which are subject to taxation. Owner/Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for sales within the CID when and as they are filed with the Missouri Department of Revenue. Owner/Tenant hereby acknowledges and agrees that the CID and the City as the agent of the CID are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

(2) **Transportation Development District**: Owner/Tenant is hereby notified that the Property is located within the Grain Valley Mercado Transportation Development District ("TDD") created by order of the Circuit Court of Jackson County, Missouri that imposes a sales tax upon the retail sales made in such district which are subject to taxation. Owner/Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for sales within the TDD when and as they are filed with the Missouri Department of Revenue. Owner/Tenant hereby acknowledges and agrees that the TDD and the City as the agent of the TDD are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Regardless of whether the above language is included in the Conditions, Covenants and Restrictions or sales and/or lease agreements, Property Owners and their tenants are bound by the obligations set forth in (A) above by virtue of this Agreement, which burdens all of the real property in the Districts.

C. Failure of the applicable Property Owner to satisfy the requirements above shall not affect the Developer's right to receive reimbursement of Reimbursable Project Costs or other amounts under this Agreement.

Section 6.05 Intentionally Omitted.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment, and the continuance of such failure for ten (10) days following written notice to City from either District of such failure, or failure by either District to make a payment, in a timely manner as required by this Agreement; or

B. Failure by the City, the Developer, the TDD or the CID in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after the non-defaulting party has given written notice to the defaulting party specifying such default.

Section 7.02 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 7.03 Rights and Remedies Cumulative.

The rights and remedies reserved by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The TDD, the CID, the Developer, and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.04 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE VIII

REPRESENTATIONS

Section 8.01 Representations by the TDD.

The TDD represents that:

A. The TDD is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

B. The TDD has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the TDD has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The TDD has taken or will take all necessary action to approve the TDD Projects.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the TDD will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the TDD or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreements to which the TDD is a party.

E. There is no litigation or proceeding pending or threatened against the TDD affecting the right of the TDD to execute or deliver this Agreement or the ability of the TDD to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 8.02 Representations by the CID.

The CID represents that:

A. The CID is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the CID has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID has taken or will take all necessary action to approve the CID Projects.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the CID will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the CID is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the CID or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the CID under the terms of any instrument or agreements to which the CID is a party.

E. There is no litigation or proceeding pending or threatened against the CID affecting the right of the CID to execute or deliver this Agreement or the ability of the CID to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 8.03 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Administrator has been duly authorized to execute and deliver this Agreement.

C. The City has taken all necessary action for the approval of the TIF Plan.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 8.04 Representations by the Developer.

The Developer represents that:

A. The Developer is duly organized and existing under the laws of the State of Missouri, as a corporation.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement, and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

D. There is no litigation or proceeding pending or threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Notices.

All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Grain Valley, Missouri Attn: City Administrator 711 Main Street Grain Valley, Missouri 64029
With a copy to:	Lauber Municipal Law, LLC Attn: Joseph G. Lauber 250 NE Tudor Road Lee's Summit, Missouri 64086
To the CID:	Grain Valley Mercado Community Improvement District c/o Tim Harris, Executive Director 244 W. Mill Street, #101 Liberty, Missouri 64068
With a copy to:	Polsinelli Attn: Curtis Petersen, Esq. 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112
To the TDD:	Grain Valley Mercado Transportation Development District c/o Tim Harris, Executive Director 244 W. Mill Street, #101 Liberty, Missouri 64068
With a copy to:	Polsinelli Attn: Curtis Petersen, Esq. 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112
To Developer:	STAR Acquisitions, Inc. Attn: Robert de la Fuente 244 W. Mill Street, #101 Liberty, Missouri 64068
With a copy to:	Polsinelli Attn: Curtis Petersen, Esq. 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112

All notices given by first class, certified or registered mail shall be deemed duly given as of the date they are mailed. The City, the CID, the TDD, and the Developer may from time to time

designate, by notice given to the other parties, another address to which subsequent notices or other communications shall be sent.

Section 9.02 Recording of Agreement.

A memorandum of this Agreement shall be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, by the Developer. Upon termination of this Agreement, a notice of termination shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, by the Developer.

Section 9.03 Immunity of Officers, Employees and Members.

No recourse shall be had for the payment of the principal or premium or interest on any TDD Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the Property Owners, Developer, City, the CID or the TDD, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Property Owners, Developer, City, the CID or the TDD, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 9.04 Amendments.

This Agreement may be amended from time to time by the mutual agreement of the City, Owners, the Developer, the CID, and the TDD.

Section 9.05 Survival.

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 9.06 Governing Law.

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

Section 9.07 Effective Date.

This Agreement shall be in effect from and after its execution by all of the Parties and shall remain in effect until the Districts are terminated pursuant to Section 2.04 of this Agreement.

Section 9.08 Execution in Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.09 Approval by City.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Administrator or their designee without the necessity of any action by the Board of Aldermen of the City.

Section 9.10 Tax Implications.

The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

(SIGNATURE PAGES FOLLOW)

Executed by the City the _____ day of _____, 2021.

CITY OF GRAIN VALLEY, MISSOURI

_____
Chuck Johnston, Mayor

ATTESTED:

_____
Jamie Logan, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the ____ day of _____, 2021, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Chuck Johnston and Jamie Logan, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, of the **CITY OF GRAIN VALLEY, MISSOURI**, a Missouri constitutional charter city and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Comprehensive Development Incentives Agreement is the seal of said City and that said Comprehensive Development Incentives Agreement was signed and sealed on behalf of the said City by authority of its Board of Aldermen, and acknowledged said Comprehensive Development Incentives Agreement to be the free act and deed of said City.

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

_____
My Commission Expires: Notary Public

_____ _____
Printed Name

Executed by the CID the _____ day of _____, 2021.

GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT

_____, Executive Director

ATTEST:

_____
District Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Executive Director of the Grain Valley Mercado **COMMUNITY IMPROVEMENT DISTRICT**, a Missouri Community Improvement District and political subdivision, and who is personally known to me to be the same person who executed this Comprehensive Development Incentives Agreement, and duly acknowledged that, as such Executive Director being authorized so to do by the Board of Directors of said Community Improvement District, executed this Comprehensive Development Incentives Agreement for and on behalf of said Community Improvement District for the purposes therein contained, and acknowledged this Comprehensive Development Incentives Agreement to be the free act and deed of said Community Improvement District.

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

_____
My Commission Expires: Notary Public

_____ _____
Printed Name

Executed by the TDD the _____ day of _____, 2021.

GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT

_____, Executive Director

ATTEST:

_____
District Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Executive Director of the Grain Valley Mercado **TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri Transportation Development District and political subdivision, and who is personally known to me to be the same person who executed this Comprehensive Development Incentives Agreement, and duly acknowledged that, as such Executive Director being authorized so to do by the Board of Directors of said Transportation Development District, executed this Comprehensive Development Incentives Agreement for and on behalf of said Transportation Development District for the purposes therein contained, and acknowledged this Comprehensive Development Incentives Agreement to be the free act and deed of said Transportation Development District.

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

_____
My Commission Expires: Notary Public

_____ _____
Printed Name

Executed by Developer the _____ day of _____, 2021.

STAR ACQUISITIONS, INC.

_____
Timothy D. Harris, President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Timothy D. Harris, who is the President of **STAR ACQUISITIONS, INC.**, a Missouri corporation, and who is personally known to me to be the same person who executed this Comprehensive Development Incentives Agreement and he duly acknowledged the execution of this Comprehensive Development Incentives Agreement for and on behalf of said corporation, and acknowledged this Comprehensive Development Incentives Agreement to be the free act and deed of said corporation.

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

_____
My Commission Expires: Notary Public

_____ _____
Printed Name

END OF DOCUMENT

EXHIBIT A

District Projects and Estimated Costs

Mercado Project Sources and Uses						
Project Cost	**Total**	**CID**	**TDD**	**Shared CityST (general)**	**Shared CityST (cap imp)**	**Private**
Land Acquisition	**$ 1,500,000**	**$ -**	**$ -**	**$ -**		**$ 1,500,000**
Infrastructure	**$ 2,887,695**	**$ 411,385**	**$ 358,040**	**$ 287,050**	**$ 143,525**	**$ 1,687,695**
Site grading and public storm	$ 477,733	$ 280,052	$ -	$ 197,681	$ -	
Street and Storm (future NW Bush)	$ 195,713	$ -	$ -	$ 89,369	$ 106,344	
Possible Fill needed on Tract C to bring site up	$ 397,700	$ -	$ -	$ -		$ 397,700
Paving access drive lot 1	$ 22,572	$ 15,000		$ -		$ 7,572
Paving access drive lot 2	$ 32,828	$ 25,000		$ -		$ 7,828
Tract A	$ 671,027	$ 49,083	$ -	$ -		$ 621,944
Tract C	$ 694,901	$ 42,250	$ -	$ -		$ 652,651
MODOT Left Turn Lanes and Traffic Signal Retrofits	$ 395,221	$ -	$ 358,040		$ 37,181	$ -
Buildings	**$8,709,375**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,709,375**
Hard Cost Contingency	**$ 869,780**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 869,780**
Soft Costs	**$ 1,739,561**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,739,561**
TOTAL PROJECT COSTS	**$ 15,706,411**	**$ 411,385**	**$ 358,040**	**$ 287,050**	**$ 143,525**	**$ 14,506,411**
		CID	**TDD**	**CITY - GEN**	**CITY - CAPI**	**PRIVATE**
		$1,200,000				

*The reimbursable amounts set forth above will be reimbursed with interest, the details of which will be set forth in the Development Agreement.

**TDD revenues, CID revenues, and City shared sales tax revenues may be used to reimburse any of the reimbursable costs set forth above, subject to any legal limitations. For example, even though MODOT Left Turn Lanes etc. costs are not shown as being reimbursed with any CID revenues above, CID revenues may be used to reimburse such costs, subject to any legal limitations.

EXHIBIT B

Petition for Establishment of the Grain Valley Mercado Community Improvement District

[SEE ATTACHED]

EXHIBIT C

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE CITY OF GRAIN VALLEY TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION OF THE DISTRICT SALES AND USE TAX.

WHEREAS, the Grain Valley Mercado Community Improvement District (the "District") was declared established by Ordinance No. 2537 of the Board of Aldermen of the City of Grain Valley, Missouri, on February 8, 2021, approving a petition filed by more than fifty percent of the owners, per capita and by assessed value, of real property within the District (the "Petition"); and

WHEREAS, the District desires to fund, or assist in the construction, operation and maintenance of public improvements (the "District Projects") which may be undertaken by the District under the CID Act; and

WHEREAS, Section 67.1531, RSMo, and the Petition authorize the Board of Directors of the District to submit a sales tax proposal to an election of the qualified voters of the District for the purposes of funding the costs of establishing the District, the annual costs of administration of the District, and the costs of the design, construction, operation, and maintenance of District Projects; and

WHEREAS, the Board of Directors of the District has adopted a Resolution to impose, upon approval of the qualified voters of the District, a sales and use tax in the amount of one percent (1%) on all retail sales made in such district which are subject to taxation pursuant to sections 144.010 to 144.525, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services, as authorized by Section 67.1545, RSMo.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Grain Valley Mercado Community Improvement District, as follows:

1. The District has imposed, subject to the approval of the qualified voters of the District, a sales and use tax in the amount of one percent (1%) on all retail sales made in such district which are subject to taxation pursuant to sections 144.010 to 144.525, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services., to be collected by the Missouri Department of Revenue in accordance with Section 67.1541, RSMo, which shall be remitted to the City of Grain Valley, Missouri as the authorized representative of the Grain Valley Mercado Community Improvement District.

2. All District Tax revenues collected by the Department of Revenue and remitted to the City of Grain Valley, shall be deposited in a special fund to be expended for the

purposes authorized in the CID Act and the Comprehensive Development Incentives Agreement. The City shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.

3. The provisions of this Resolution shall be the minimum requirements for the collection and administration of the District Tax, unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this Resolution, a higher standard is required.

PASSED by the Board of Directors of the Grain Valley Mercado Community Improvement District on _____, 2021.

_____, Executive Director

ATTEST:

_____
District Secretary

EXHIBIT D
Amended Petition for Formation of the Grain Valley Mercado Transportation Development District

[SEE ATTACHED]

EXHIBIT E

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION OF THE DISTRICT SALES TAX.

WHEREAS, the Grain Valley Mercado Transportation Development District (the "District") was formed on April 13, 2021, by virtue of a judgment entered by the Circuit Court of Jackson County, Missouri in Case Number 2016-CV25080 (the "Judgment"); and

WHEREAS, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District has imposed a one cent sales tax (the "District Sales Tax"); and

WHEREAS, the District has entered into the Comprehensive Development Incentives Agreement among the named parties: City of Grain Valley, Missouri; The Grain Valley Mercado Transportation Development District; The Grain Valley Mercado Community Improvement District; and STAR Acquisitions, Inc., (the "Agreement"), which Agreement requires, among other things, the District to permit the City to collect, administer, and enforce the District Sales Tax; and

WHEREAS, the District desires to appoint the City of Grain Valley, Missouri, a Missouri fourth class city and political subdivision (the "City"), as its authorized representative to perform all functions incident to the administration, collection, and enforcement of the District Sales Tax.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Grain Valley Mercado Transportation Development District, as follows:

1. The District Sales Tax is imposed on all retail sales made in the District which are subject to taxation pursuant to the provisions of sections 144.010 to 144.525, RSMo, except the District Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance.

2. All District Tax revenues collected by the Department of Revenue and remitted to the City of Grain Valley, shall be deposited in a special fund to be expended for the purposes authorized in the TDD Act and the Comprehensive Development Incentives Agreement. The City shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.

3. These provisions of this Resolution shall be the minimum requirements for administration, collection, enforcement, and operation of the District Sales Tax,

unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this Resolution, a higher standard is required.

PASSED by the Board of Directors of the Grain Valley Mercado Transportation Development District on _____, 2021.

_____, Executive Director

ATTEST:

_____
District Secretary

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LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

Memo

To: Mayor and Board of Aldermen of the City of Grain Valley, Missouri
Ken Murphy, City Administrator

From: Joe Lauber, Economic Development Special Counsel

Date: September 7, 2021

Re: Outline of Key Points of Comprehensive Development Incentives Agreement

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The purpose of this memorandum is to provide a summary of the key terms and conditions included in the proposed Comprehensive Development Incentives Agreement between the City of Grain Valley, The Grain Valley Mercado Transportation Development District, The Grain Valley Mercado Community Improvement District; and Star Acquisitions, Inc. This summary is provided in outline form and highlights the key provisions of the agreement for the development project.

Background:

On September 27, 2010, the Board of Aldermen approved a Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area and declared the Redevelopment Area as a Blighted Area. The area being redeveloped pursuant to this agreement is located within Project Area 3. On April 27, 2020, the Grain Valley Board of Aldermen activated Redevelopment Project Area 3, which will collect TIF Revenues until the earlier of 2043, or the full reimbursement of Redevelopment Project Costs.

In late 2020, STAR Development proposed a mixed-use retail development in Redevelopment Project Area 3, to be known as Grain Valley Mercado. The Developer proposed an approximately $15.7 million investment and requested approximately $1.2 million of public incentives to help close a financial gap for the project. Because the City is already utilizing TIF incentives to reimburse the interchange project, the City and Developer agreed to consider CID and TDD incentives, along with a City sales tax reimbursement.

On February 8, 2021, the Grain Valley Board of Aldermen established a Community Improvement District ("CID"). The CID intends to levy a one percent (1%) tax on retail sales for the purpose of funding CID Projects. The CID is anticipated to provide approximately $358,040, plus interest and financing costs. A Transportation Development District ("TDD") was formed on April 13, 2021, by

virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080. The TDD intends to impose a one percent (1%) tax on retail sales for the purpose to fund TDD Projects. The TDD, having an identical sales tax, is also anticipated to provide approximately $358,040, plus interest and financing costs.

Pursuant to this agreement, the City will also aid the development project costs by reimbursing Developer's Reimbursable Project Costs and associated Financing Costs using City Sales Tax Funds for an amount up to $430,576, plus interest and financing costs.

Summary of Contents of Comprehensive Development Incentives Agreement

- **Parties (4):**
  - City of Grain Valley
  - The Grain Valley Mercado Community Improvement District
  - The Grain Valley Mercado District Transportation Development
  - Star Acquisitions, Inc.

- **Purpose:** The Comprehensive Development Incentives Agreement will govern the relationship between the parties, including the imposition, collection and disbursement of District sales tax revenues, as well as the administration and operation of the Districts.

- **General Information**
  - **Term:**
    - The Comprehensive Development Incentives Agreement will be in place for the lifetime of the Districts, which is anticipated to be 30 years for CID and TDD as proposed in the petitions; or until such taxes are repealed. The CID and TDD sales taxes will be repealed the earlier of the 30-year term or upon generating $358,040, plus interest and financing costs. The City Sales Tax Reimbursement will terminate once the Developer has received $430,576.00, plus interest and financing costs. The incentives for this project have an overall hard cap of $1,200,000, plus interest and financing costs.
  - **Board of Directors:**

    Community Improvement District
    - As contemplated in the CID Petition, the CID Board, which is largely controlled by the Developer, will be responsible for the overseeing of the operations of the District, including accounting and budgeting functions.
    - At all times, one of the five CID Directors will be a designee of the City; the City's initial designee is the City Administrator.
    - Subsequent CID Directors will be appointed by the Mayor with the consent of the Board of Aldermen from a slate of proposed directors submitted by the CID Board of Directors.

Transportation Development District

- As contemplated in the TDD Petition, the TDD Board will be responsible for the overseeing of the operations of the District, including accounting and budgeting functions.
- The initial TDD Board will be elected at a meeting of the owners of real property within the District. Subsequent TDD Directors will be elected by the TDD Board or by election of the owners of real property.
- At all times, one director shall be an employee or officer of the City as designed by the City Administrator.

- **Accounting and Budgeting:**
  - The City will perform for the Districts all functions incident to the administration and enforcement of the District sales tax, in accordance with the CID and TDD Acts, and the Comprehensive Development Incentives Agreement.
  - The City will receive an administrative fee in the amount of 1% of the annual total Districts sales tax revenues transferred to the City by the Missouri Department of Revenue ("DOR").
  - Each Districts will keep the books and account for the Districts' revenues; and maintain records regarding these activities.
  - Each Districts' Board will create a budget for the City's Director of Finance to approve each year.

- **District Sales Tax**
  - Each Districts' Board is expected to adopt a resolution to impose a sales tax at a rate of 1%. The sales tax will be in place until the District is terminated or the tax is repealed.
  - The Districts' sales tax will be collected by the Missouri Department of Revenue ("DOR"), as required in the CID and TDD Acts. DOR will be directed to deposit these revenues with the City.
  - The Districts have authorized the City to carry out enforcement activities to the extent permitted by law if that becomes necessary.
  - The City will distribute the Districts' sales tax revenues in the following order:
    - Pursuant to the TIF Act and the TIF Plan, if Redevelopment Projects are activated, one-half (1/2) of the District Tax Revenues received by the City from DOR as provided in this Agreement will be captured as Economic Activity Taxes and deposited by the City into the TIF Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Plan.
    - The City shall distribute to itself the Administrative Fee, which shall be measured by one percent (1%) of the total District Tax Revenues collected each quarter, including any portion that is captured as Economic Activity Taxes, as stated in Section 2.01 above.

- The City shall pay all Costs of Formation of the Districts certified to it by each District's Board of Directors.
- The City shall pay approved Operating Costs of the Districts incurred by the City, the Districts, or the Developer.
- The City shall pay the approved Reimbursable Project Costs and related Financing Costs.
- With respect to CID Sales Tax Revenue, the City shall pay for/reimburse the costs of the District Services (as defined in the CID Petition).

- **Improvements**
  - The Districts' Improvements and expected costs consist of the those identified in **Exhibit A** of the Comprehensive Development Incentives Agreement.

EXHIBIT A

Districts' Improvements

Mercado Project Sources and Uses						
Project Cost	**Total**	**CID**	**TDD**	**Shared CityST (general)**	**Shared CityST (cap imp)**	**Private**
Land Acquisition	**$ 1,500,000**	**$ -**	**$ -**	**$ -**		**$ 1,500,000**
Infrastructure	**$ 2,887,695**	**$ 411,385**	**$ 358,040**	**$ 287,050**	**$ 143,525**	**$ 1,687,695**
Site grading and public storm	$ 477,733	$ 280,052	$ -	$ 197,681	$ -	
Street and Storm (future NW Bush)	$ 195,713	$ -	$ -	$ 89,369	$ 106,344	
Possible Fill needed on Tract C to bring site up	$ 397,700	$ -	$ -	$ -		$ 397,700
Paving access drive lot 1	$ 22,572	$ 15,000		$ -		$ 7,572
Paving access drive lot 2	$ 32,828	$ 25,000		$ -		$ 7,828
Tract A	$ 671,027	$ 49,083	$ -	$ -		$ 621,944
Tract C	$ 694,901	$ 42,250	$ -	$ -		$ 652,651
MODOT Left Turn Lanes and Traffic Signal Retrofits	$ 395,221	$ -	$ 358,040		$ 37,181	$ -
Buildings	**$8,709,375**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,709,375**
Hard Cost Contingency	**$ 869,780**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 869,780**
Soft Costs	**$ 1,739,561**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,739,561**
TOTAL PROJECT COSTS	**$ 15,706,411**	**$ 411,385**	**$ 358,040**	**$ 287,050**	**$ 143,525**	**$ 14,506,411**
		CID	**TDD**	**CITY - GEN**	**CITY - CAPI**	**PRIVATE**
		$1,200,000				

*The reimbursable amounts set forth above will be reimbursed with interest, the details of which will be set forth in the Development Agreement.

**TDD revenues, CID revenues, and City shared sales tax revenues may be used to reimburse any of the reimbursable costs set forth above, subject to any legal limitations. For example, even though MODOT Left Turn Lanes etc. costs are not shown as being reimbursed with any CID revenues above, CID revenues may be used to reimburse such costs, subject to any legal limitations.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	9/27/2021	
BILL NUMBER	B21-23	
AGENDA TITLE	**AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN AND THE FINAL PLAT FOR CREEKSIDE VILLAS**	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A or $
	Budget Line Item:	N/A or item number
	Balance Available	N/A or available amount
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To gain final development plan and final plat approval for Creekside Villas	
BACKGROUND	The BOA approved Ordinance 2545 on May 24, 2021 that changed the zoning on approximately 3.15 acres from District C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District). The BOA also approved the preliminary development plan.	
SPECIAL NOTES	None	
ANALYSIS	The final development plan is identical to the preliminary development plan and complies with the requirements of the City's land use regulations. The plan calls for 26 units in a maintenance free complex. The units will be one story and all brick. The final plat meets all the requirements of the City's subdivision regulations.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at their September 8, 2021 meeting.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Final Plat, Final Development Plan, Landscape Plan, Building Elevations, Lease Agreement, Application

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B21-23*

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN AND THE FINAL PLAT FOR CREEKSIDE VILLAS

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

WHEREAS, a meeting was held on September 8, 2021 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final development plan and final plat; and

WHEREAS, the Board of Aldermen is in acceptance of the final development plan and final plat, easements, and right-of-way that are dedicated for public purposes.

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

SECTION 1: The Final Development Plan and the Final Plat for Creekside Villas are approved.

SECTION 2: The property legally described below as Creekside Villas:

All of Lots 1 through 8, Creekside Landing 1st Plat, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, being situated in the Southeast Quarter of Section 33, Township 49 North, Range 30 West of the Fifth Principal Meridian.

SECTION 3: The Applicant/Developer shall have a covenant in a lease, deed or other legal document that requires at least one person in the dwelling is of the age of 55 or older and that all other residents are at least 40 years of age.

SECTION 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN STRATTON	_____

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

Grain Valley, Missouri
Come Home To Opportunity

Community Development
Mark Trosen, Director

BOA STAFF REPORT – CREEKSIDE VILLAS
Final Development Plan and Final Plat
September 27, 2021

ACTION: Requesting approval of the Final Development Plan and Final Plat approvals for Creekside Villas.

BACKGROUND: The Board of Aldermen approved Ordinance 2545 on May 24, 2021 that changed the zoning on approximately 3.15 acres from District C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District) and approval of preliminary development plan for Creekside Villas.

The Ordinance also included a section that stated "The Applicant/Developer shall have a covenant in a lease, deed or other legal document that requires residents of Creekside Villas to be 55 or older.

The development site is generally located west of Sni-A-Bar Parkway on the north side of Sni-A-Bar Blvd. The Final Plat is a replat of Lots 1 – 8, Creekside Landing, to Lot 1, Creekside Villas, a subdivision in Grain Valley. The property owner is Jeff Handy Construction, LLC.

PURPOSE: The applicant's vision of providing a maintenance free community has not changed. There are 26 units. Although 52 parking spaces are required, the proposed development will provide 72 spaces. There is sufficient open space. Each unit will be 2 bedrooms and 1 bathroom; all on one level. Each unit will include 1,000 square feet with a covered front and back porch. The exterior will be all brick and have 35-year asphalt shingles. Mowing, trash, and snow removal will be handled by the applicant.

ANALYSIS: The final development plan is identical to the preliminary development plan and complies with the requirements of the City's land use regulations.

The final plat, Creekside Villas, meets all requirements of the City's subdivision regulations.

STAFF RECOMMENDATION: Staff recommends approval of the Final Development Plan and Final Plat for Creekside Villas.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission reviewed the final development plan and final plat at their September 8, 2021. They also heard a request from the applicant to amend all residents be 55 years or older.

PAGE 2, STAFF REPORT – CREEKSIDE VILLAS

The Commission voted to recommend approval of the final development plan and final plat. They further recommend at least one person in the dwelling is of the age of 55 or older and that all other residents are at least 40 years of age.

Grain Valley
Come Home To Opportunity

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

PLANNING & ZONING APPLICATION 2021-0567

PROJECT INFORMATION

Location: Sni-A-Bar Blvd and Sni-A-Bar Parkway- NW Quadrant

Subdivision: Creekside Villas **Lot #:** 1 **Zoning District:** ~~C-2~~ R-3P

Description of Request: Approval of Final Development Plan and Final Plat

APPLICANT INFORMATION

Name: Jeff Handy

Company: Jeff Handy Construction, LLC

0265

Address: P.O. Box 459, Blue Springs, MO 64013

Telephone: 816-985-4869 **Fax:** _____ **E-mail:** jshandy11@gmail.com

Property Owner: Jeff Handy Construction, LLC

Additional Contact(s): Kevin Sterrett, PE,PLS 816-703-7098, ksterrett@hgcons.com

Type of Application: Check Type & Submit Corresponding Requirements		Submittal Requirement List:	
	Rezoning 1 ▪ 2 ▪ 5 ▪ 10 ▪ 11 ▪ 14	1	Legal description of subject property
	Ordinance Amendment 10	2	Map depicting general location of site
	Special/Conditional Use Permit 1 ▪ 2 ▪ 10 ▪ 11 ▪ 14	3	Summary Site Analysis depicting current character of site
	Temporary Use Permit 2 ▪ 10 ▪ 14	4	Preliminary Plat (3 full size copies)
	Preliminary Plat 1 ▪ 3 ▪ 4 ▪ 14	5	Preliminary Development/ Site Plan (6 copies)
X	Final Plat/ Lot Split 1 ▪ 6 ▪ 12 ▪ 13 ▪ 14 ▪ 15	6	Final Plat (6 copies)
	Preliminary Development/Site Plan 1 ▪ 3 ▪ 5 ▪ 8 ▪ 9 ▪ 14	7	Final Development/ Site Plan (6 copies)
X	Final Development/Site plan 1 ▪ 7 ▪ 8 ▪ 9 ▪ 14 ▪ 15	8	Landscaping Plan (6 copies)
	Site Plan 1 ▪ 7 ▪ 8 ▪ 9 ▪ 12▪ 14 ▪ 15	9	Building Elevations (6 copies)
	Vacation of Right-of-way or Easement 1 ▪ 14 ▪ 16 ▪ 17	10	Written description of the proposal
	Future Land Use Map (Refer to page 9)	11	List of property owners within 185 feet
Note: Include at least one 8 ½ x 11 copy of all drawings and plans will all applications.		12	Construction plans for all public works improvements (6 copies)
		13	Copies of tax certificates from City and County
		14	Proof of ownership or control of property (deed, contract, lease) or permission from property owner
		15	Off-site easements if necessary
		16	Survey of vacation area
		17	Utility Comment Form - City will provide form

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

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

X _____ **Applicant's Signature** _____ **Date**

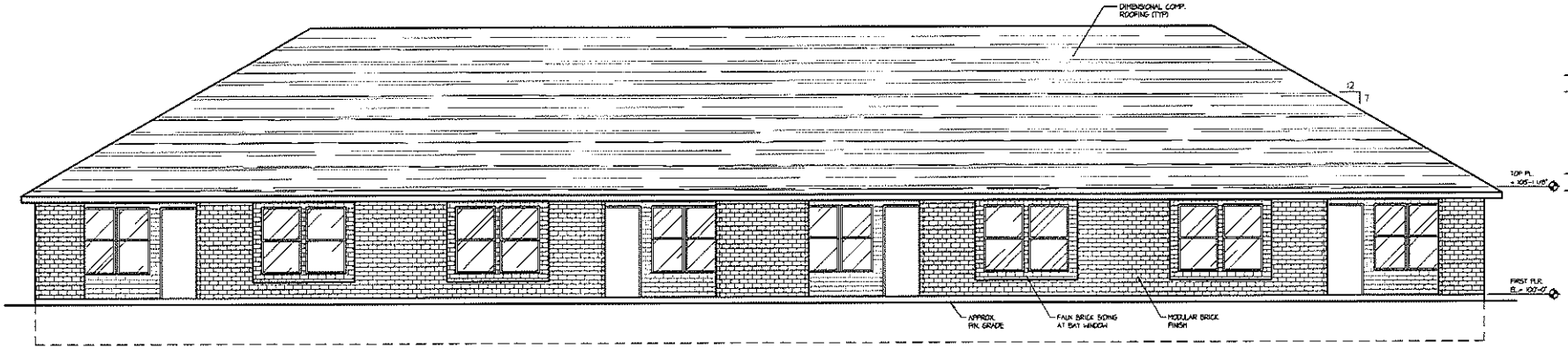
PAID

_____ **Applicant's Signature** _____ **Date**

AUG 11 2021

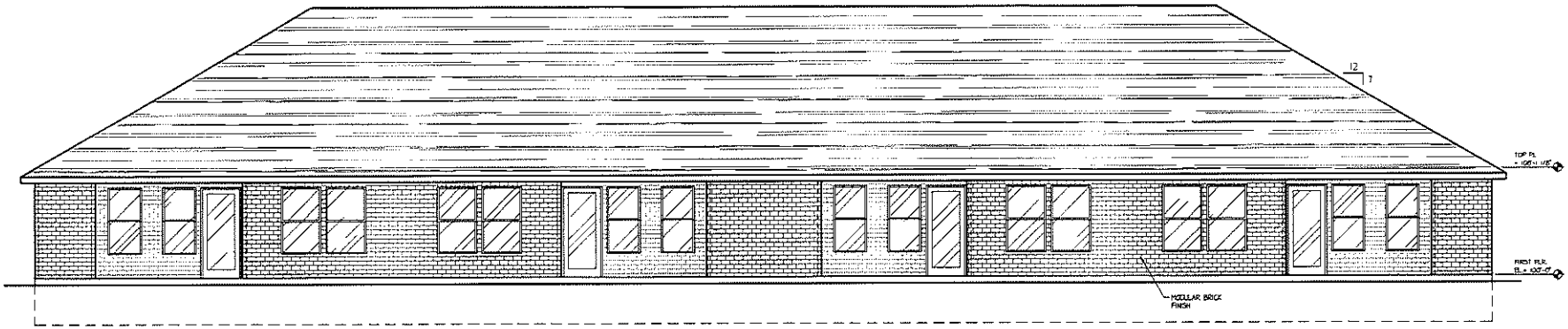
CITY OF GRAIN VALLEY

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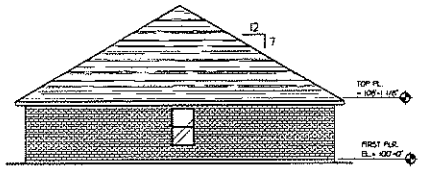
Front Elevation

Scale: 1/4"=1'-0"



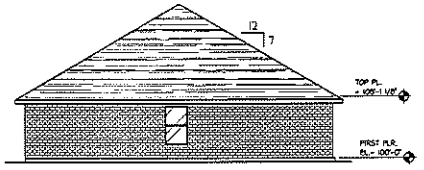
Rear Elevation

Scale: 1/4"=1'-0"



Left Elevation

Scale: 1/4"=1'-0"



Right Elevation

Scale: 1/4"=1'-0"

GENERAL NOTES:

1. ALL PLANS, DESIGNS AND CONCEPTS SHOWN IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF TKO DRAFTING & DESIGN AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TKO DRAFTING & DESIGN.
2. VERIFY ALL DIMENSIONS, CONDITIONS, AND UTILITY LOCATIONS ON THE JOB SITE PRIOR TO BEGINNING ANY WORK OR ORDERING ANY MATERIALS. NOTIFY TKO DRAFTING & DESIGN OF ANY CONFLICTS OR DISCREPANCIES IN THE DRAWINGS IMMEDIATELY.
3. WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS SHOWN PRIOR TO BEGINNING ANY WORK AND NOTIFY TKO DRAFTING & DESIGN OF ANY CONFLICTS OR DISCREPANCIES FOR INTERPRETATION OR CLARIFICATION.
4. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR SATISFYING ALL APPLICABLE CODES AND OBTAINING ALL PERMITS AND REQUIRED APPROVALS. THIS PROJECT IS GOVERNED BY THE INTERNATIONAL RESIDENTIAL BUILDING CODE, 2018 EDITION. CODE COMPLIANCE IS MANDITORY. THE DRAWINGS AND SPECIFICATIONS SHALL NOT PERMIT WORK THAT DOES NOT CONFORM TO THESE CODES. NOTIFY TKO DRAFTING & DESIGN OF ANY CONFLICTS OR DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
5. IT IS THE INTENT AND MEANING OF THESE DRAWINGS THAT THE CONTRACTOR AND EACH SUBCONTRACTOR PROVIDE ALL LABOR, MATERIALS TRANSPORTATION, SUPPLIES, EQUIPMENT, ETC. TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY.
6. SUBSTITUTION OF "EQUAL" PRODUCTS WILL BE ACCEPTABLE WITH TKO DRAFTING & DESIGN WRITTEN APPROVAL. UNLESS SPECIFIED ITEMS ARE INTENDED AS A QUALITY SPECIFICATION ONLY.
7. IN THE EVENT ADDITIONAL DETAILS OR GUIDANCE IS NEEDED BY THE CONTRACTOR FOR CONSTRUCTION OF ANY ASPECT OF THIS PROJECT, HE SHALL IMMEDIATELY NOTIFY TKO DRAFTING & DESIGN. FAILURE TO GIVE SIMPLE NOTICE SHALL RELIEVE TKO DRAFTING & DESIGN OF RESPONSIBILITY. DO NOT PROCEED IN AREAS OF DISCREPANCY UNTIL ALL SUCH DISCREPANCIES HAVE BEEN FULLY RESOLVED WITH WRITTEN APPROVAL FROM TKO DRAFTING & DESIGN.
8. UNLESS OTHERWISE INDICATED ALL PLAN DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS, FACE OF CONCRETE OR WOOD FURRING UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF PLYWOOD OR TOP OF WALL PLATES OR BEAMS IN SECTION OR ELEVATION UNLESS OTHERWISE NOTED.
10. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM TKO DRAFTING & DESIGN BEFORE ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING OR ANY OTHER STRUCTURAL ELEMENTS WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING.
11. WHEN IT IS NECESSARY TO BORE STUDS FOR ELECTRICAL AND/OR PLUMBING RUNS, THE HOLES SHALL NOT BE GREATER THAN 40% OF THE STUD DEPTH IN BEARING WALLS AND NOT GREATER THAN 60% OF THE STUD DEPTH IN NON-BEARING WALLS. REFER TO SECTION R602.6 OF THE INTERNATIONAL RESIDENTIAL BUILDING CODE, 2018 EDITION FOR ADDITIONAL REQUIREMENTS.
12. ALL PRODUCTS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
13. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GRADES AND STAKE OUT BUILDING FOOTPRINT FOR OWNERS APPROVAL PRIOR TO BEGINNING ANY SITE CLEARING.
14. THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION AND COMPLIANCE WITH STATE AND FEDERAL SAFETY REGULATIONS ARE THE GENERAL CONTRACTORS RESPONSIBILITY.
15. TYPOGRAPHICAL ERRORS OR ERRORS OF SPELLING SHALL BE BROUGHT TO TKO DRAFTING & DESIGNS ATTENTION FOR CLARIFICATION. INTERPRETATION OF THE MEANING OF MIS-TYPED OR MISSPELLED WORDS WITHOUT CLARIFICATION FROM TKO DRAFTING & DESIGN WILL BE DONE BY THE CONTRACTOR WITH ACCEPTANCE OF RESPONSIBILITY FOR THAT INTERPRETATION AND ALL CONSEQUENCES ARISING THEREFROM.
16. TKO DRAFTING & DESIGN ACCEPTS NO RESPONSIBILITY FOR ANY STRUCTURAL INFORMATION CONTAINED IN THESE PLANS. CONTRACTOR SHALL PRIOR TO CONSTRUCTION, VERIFY ALL STRUCTURAL ENGINEERING INFORMATION AND REQUIREMENTS WITH LICENSED STRUCTURAL ENGINEER. FAILURE TO DO SO INDICATES THE CONTRACTOR'S ACCEPTANCE OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING THEREFROM.
17. THE CONTRACTOR WARRANTS TO TKO DRAFTING & DESIGN THAT THE CONTRACTOR POSSESSES THE PARTICULAR COMPETENCE AND SKILL IN CONSTRUCTION NECESSARY TO BUILD THIS PROJECT WITH THE PLANS AND SPECIFICATIONS CONTAINED HEREIN. IN THE EVENT ADDITIONAL DETAIL OR GUIDANCE IS NEEDED BY THE CONTRACTOR, HE SHALL IMMEDIATELY NOTIFY TKO DRAFTING & DESIGN. FAILURE TO GIVE A SIMPLE NOTICE SHALL RELIEVE TKO DRAFTING & DESIGN OF RESPONSIBILITY FOR THE CONSEQUENCES.

Copyright: The use of these plans shall be restricted to the original project for which they were prepared and published. No other use, including reproduction or alteration of any kind, or transfer to any third party without the written permission of TeKnow Quill Drafting and Design shall be permitted. You shall indemnify TeKnow Quill Drafting and Design against any damages, liability or expenses arising from any unauthorized use, alteration or reproduction of the plans and/or specifications.

TeKnow Quill Drafting and Design
Greg Campbell
(970) 412-9144

Jeff Handy Construction

Exterior Elevations

Blue Springs, Missouri
PH: 816-985-4869

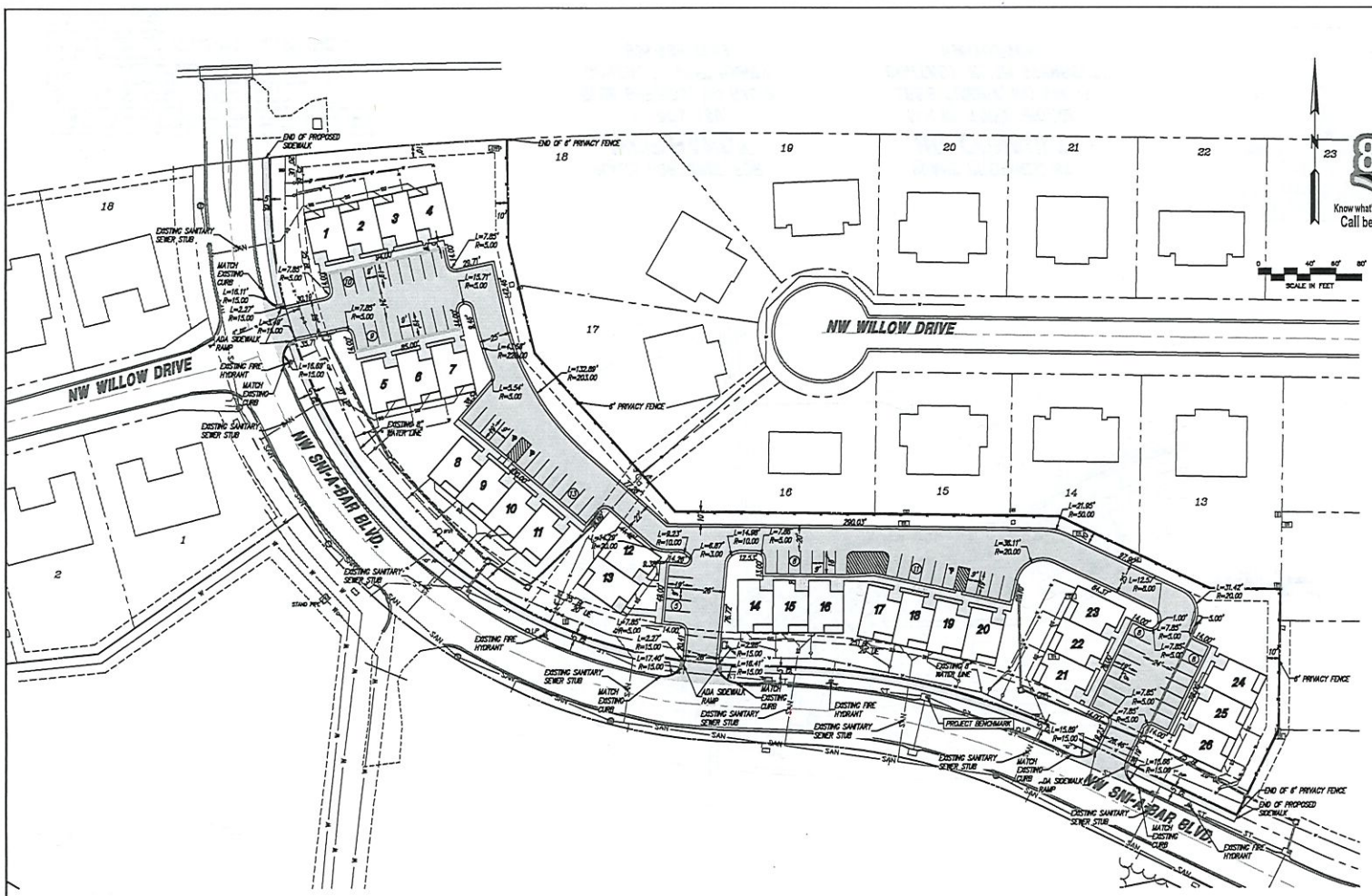
4-Plex Master Plan:
Grain Valley
JACKSON COUNTY, MO

DRAWN BY: GAC
CHECKED BY: JH
DATE: 05-04-21
REVISION:

SHEET: A1.0

CAD FILE: SHADAR 4 PLEX
Project No: 2016-01-21

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LEGAL DESCRIPTION:

Creekside Landing, Lots 1–8 (To be replatted)

GENERAL NOTES:

- The development shall meet the requirements of the City of Grain Valley Codes. Adherence to these requirements shall be shown on all Final Development Plans submitted within this development.
- See architectural submittal for all building dimensions, monument signs and lighting details when submitted with the Final Development Plan for review.
- All curb to be monolithic.
- All sidewalks are 5' as shown.
- Easements will be provided for ingress/egress per the proposed replat.
- Detention is not required due to the location at the bottom of the watershed.

PHASING:

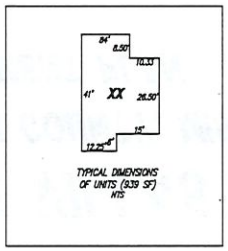
The project infrastructure as shown shall be completed in 1 phase. Buildings 1–26, and all parking and drive aisles will be completed in Phase 1.

PARKING STALL COUNT:

2 Bedroom apartments – 26 Units
Stalls Required = 52
Stalls Provided = 72

PROJECT BENCHMARK:

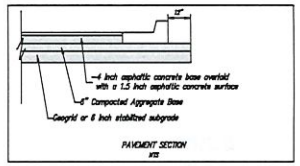
#1 Top of Storm Sewer Manhole lid on north side of NW Sni-A-Bar Blvd.
N: 1036770.0860
E: 2867336.2175
TOP ELEV. 804.58



TYPICAL DIMENSIONS OF UNITS (939 SF)
NTS

Pavement area
Concrete Sidewalk
6' Privacy Fence

SITE INFORMATION:
Property Description: Creekside Landing, Lots 1–8 (To be replatted)
Site Address: (To be determined at TDP Stage)
Zoning: R–3P
Lot Area: 137,191 SF (3.15 AC)
Building Area (GFA): 939 SF/Unit (26 Units = 24,414 SF)
FAR: .18 to 1
Impervious Coverage: 68,261 SF, 50%
Parking Space Required:
2 Bedroom apartments – 26 Units
Parking Spaces Required = 52 spaces
Parking Spaces Provided: 72 spaces
ADA Spaces Required/Provided: 4/4
Standard Space Size: 9'x18'.
Planned Use: Residential apartments
Anticipated Completion: Fall 2022
Dwelling Units per Acre – 8.25
Watershed – Blue Branch River



PAVEMENT SECTION
NTS

NOTES:
1. All construction and materials to conform to the city and the specifications and details per the Kansas City Metro Chapter APWA. It is advisable that the contractor become familiar with this document in the event that there is a discrepancy between this and the approved plan and the Manual. Advise the design engineer of any discrepancy prior to bidding or working on this project.
2. Silt fence shall be installed at the perimeter of all disturbed areas within the site during construction for erosion control.
3. Contractor shall contact the City's Public Works Department 48 hours prior to any land disturbance work at (816) 847-0291.
4. Contractor to locate and relocate any existing utilities that may conflict with construction as necessary.
5. All curb shall be CG-1 or integral with the sidewalk.
6. A handicap parking sign, 5' above finish grade, shall be placed at the head of the designated parking space.
7. There shall be two way traffic movement.
8. Perimeter parking area dimensions shown are to the back of curb.
9. All mechanical equipment shall be screened to 100% opacity and match building material (See Architectural Submittal). (Height of screen shall equal the height of mechanical equipment that is being screened).
10. See architectural submittal for all building dimensions, monument signs and lighting details.
11. This lot is not in a flood plains per FIRM Panel 338 of 625, Map No. 29095C0338G, dated Jan. 20, 2017.
12. ADA accessible ramp to have detectable surface on public handicap ramps only. Detectable surfaces do not need to be installed on the ramps at commercial drives. See ICC/ANSI web site for details.
13. Contractor shall coordinate building entrances, egresses, walkways and door locations with architectural and structural drawings.
14. See architectural/structural/mechanical/electrical drawings for miscellaneous site equipment and pads.
15. Curb to be installed at proposed drives by saw cutting a clean straight edge of existing asphalt and forming curb to edge of gutter existing elevation.

NO.	BY	DATE	REVISION

THIS SURVEY & PLAT WAS PREPARED BASED ON THE TERMS OF A LOT FOR LOT EXCHANGE AGREEMENT BETWEEN THE CERTIFICATE OWNER OR THEIR AUTHORIZED REPRESENTATIVES

STATE OF MISSOURI
RYAN P. DEVORE
NOTARY PUBLIC

9/2/21

P. DEVORE (TEXT ONLY) NO. E-52446

Consult 8 Inc engineers planners
CORPORATE LICENSE No. E2010003873

SITE DIMENSION PLAN

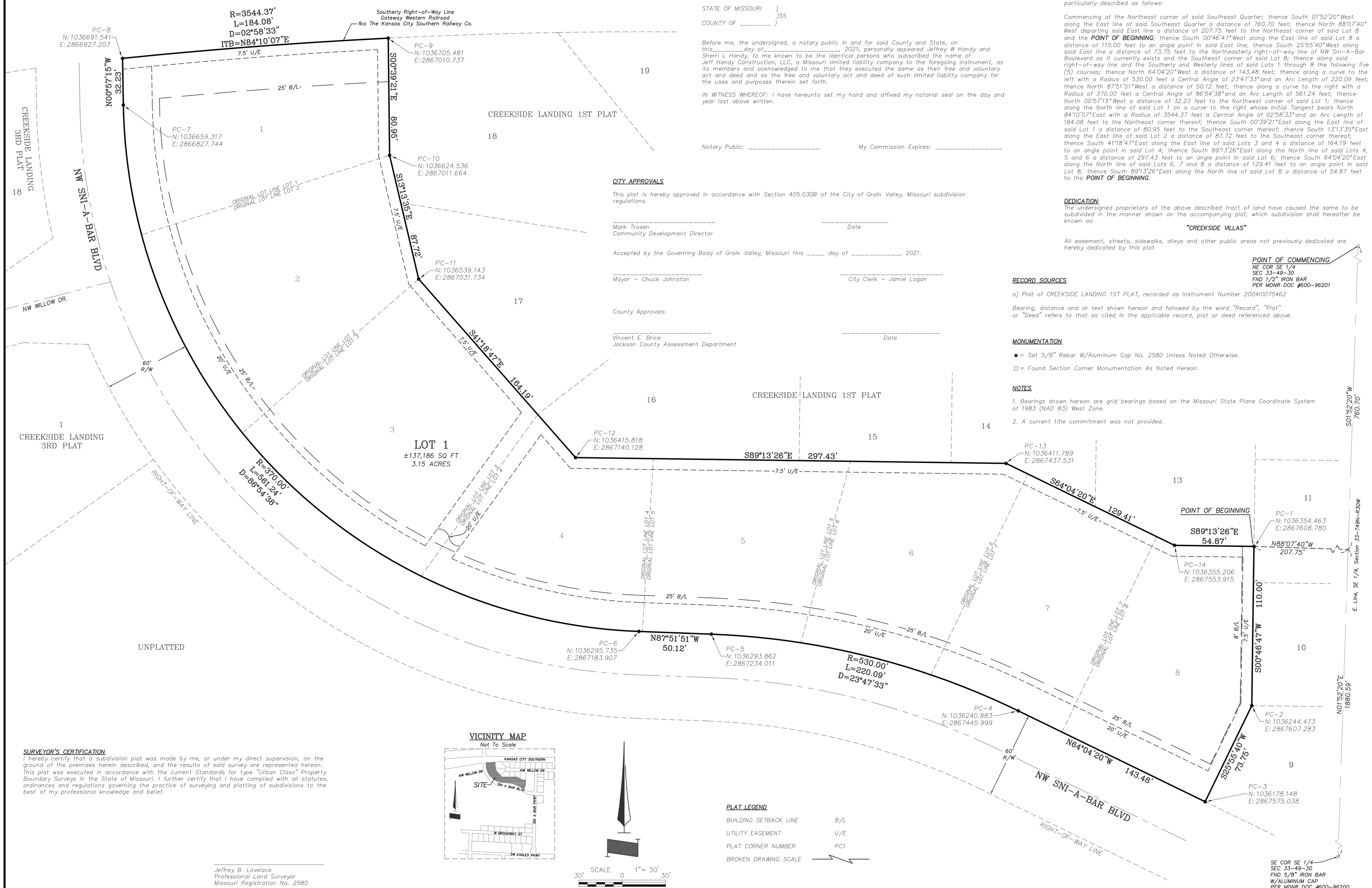
CREEKSIDE VILLAS
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

SURVEY NO.
21008
DRAWING NO.
21013
DATE
JUNE 30, 2021
JOB NO.
21013

SHEET 2 OF 12

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MINOR PLAT
CREEKSIDE VILLAS
A REPLAT OF LOTS 1 THRU 8, CREEKSIDE LANDING 1ST PLAT
GRAIN VALLEY, JACKSON COUNTY, MISSOURI
IN THE SE 1/4, SECTION 33–T49N–R30W



IN TESTIMONY WHEREOF: Jeff Handy Construction LLC, a Missouri Limited Liability Company, has caused this instrument to be signed this _____ day of _____, 2021.

By: _____ Jeffrey W Handy Member

By: _____ Sherri L Handy Member

STATE OF MISSOURI)
)SS
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State, on this_____day of_____ 2021, personally appeared Jeffrey W Handy and Sherri L Handy, to me known to be the identical persons who subscribed the name of Jeff Handy Construction, LLC, a Missouri limited liability company to the foregoing instrument, as its members and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public: _____ My Commission Expires: _____

CITY APPROVALS

This plat is hereby approved in accordance with Section 405.030B of the City of Grain Valley, Missouri subdivision regulations.

_____ _____
Mark Trosen, Community Development Director — Date

Accepted by the Governing Body of Grain Valley, Missouri this _____ day of _____, 2021.

_____ _____
Mayor – Chuck Johnston — City Clerk – Jamie Logan

County Approvals:

_____ _____
Vincent E. Brice, Jackson County Assessment Department — Date

PROJECT DESCRIPTION

The intention of this Minor Subdivision Plat is to combine all of Lots 1 thru 8, Creekside Landing 1ST Plat, into a single overall tract.

PLAT BOUNDARY DESCRIPTION

Containing 137,192 square feet or 3.15 acres more or less.

All of Lots 1 through 8, CREEKSIDE LANDING 1ST PLAT, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, being situated in the Southeast Quarter of Section 33, Township 49 North, Range 30 West of the Fifth Principal Meridian and more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence South 01°52'20"West along the East line of said Southeast Quarter a distance of 760.70 feet; thence North 88°07'40" West departing said East line a distance of 207.75 feet to the Northeast corner of said Lot 8 and the **POINT OF BEGINNING**; thence South 00°46'47"West along the East line of said Lot 8 a distance of 110.00 feet to an angle point in said East line; thence South 25°55'40"West along said East line a distance of 73.75 feet to the Northeasterly right–of–way line of NW Sni–A–Bar Boulevard as it currently exists and the Southeast corner of said Lot 8; thence along said right–of–way line and the Southerly and Westerly lines of said Lots 1 through 8 the following five (5) courses; thence North 64°04'20"West a distance of 143.48 feet; thence along a curve to the left with a Radius of 530.00 feet a Central Angle of 23°47'33"and an Arc Length of 220.09 feet; thence North 87°51'51"West a distance of 50.12 feet; thence along a curve to the right with a Radius of 370.00 feet a Central Angle of 86°54'38"and an Arc Length of 561.24 feet; thence North 00°57'15"West a distance of 32.23 feet to the Northwest corner of said Lot 1; thence along the North line of said Lot 1 on a curve to the right whose Initial Tangent bears North 84°10'07"East with a Radius of 3544.37 feet a Central Angle of 02°58'33"and an Arc Length of 184.08 feet to the Northeast corner thereof; thence South 00°39'21"East along the East line of said Lot 1 a distance of 80.95 feet to the Southeast corner thereof; thence South 13°13'35"East along the East line of said Lot 2 a distance of 87.72 feet to the Southeast corner thereof; thence South 41°18'47"East along the East line of said Lots 3 and 4 a distance of 164.19 feet to an angle point in said Lot 4; thence South 89°13'26"East along the North line of said Lots 4, 5 and 6 a distance of 297.43 feet to an angle point in said Lot 6; thence South 64°04'20"East along the North line of said Lots 6, 7 and 8 a distance of 129.41 feet to an angle point in said Lot 8; thence South 89°13'26"East along the North line of said Lot 8 a distance of 54.87 feet to the **POINT OF BEGINNING**.

DEDICATION:

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as:

"CREEKSIDE VILLAS"

All easement, streets, sidewalks, alleys and other public areas not previously dedicated are hereby dedicated by this plat.

POINT OF COMMENCING
NE COR SE 1/4
SEC 33–49–30
FND 1/2" IRON BAR
PER MDNR DOC #600–96201

RECORD SOURCES

a) Plat of CREEKSIDE LANDING 1ST PLAT, recorded as Instrument Number 200410075462

Bearing, distance and or text shown hereon and followed by the word "Record", "Plat" or "Deed" refers to that as cited in the applicable record, plat or deed referenced above.

MONUMENTATION

● = Set 5/8" Rebar W/Aluminum Cap No. 2580 Unless Noted Otherwise.

⊡ = Found Section Corner Monumentation As Noted Hereon.

NOTES

1. Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD 83) West Zone.

2. A current title commitment was not provided.

SURVEYOR'S CERTIFICATION

I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current Standards for type "Urban Class" Property Boundary Surveys in the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

Jeffrey B. Lovelace
Professional Land Surveyor
Missouri Registration No. 2580

VICINITY MAP
Not To Scale

PLAT LEGEND

BUILDING SETBACK LINE	B/L
UTILITY EASEMENT	U/E
PLAT CORNER NUMBER	PC1
BROKEN DRAWING SCALE	

DATE	NUMBER	REVISION	BY:	APPROVED
08/16/2021	1	PER CITY COMMENTS	JWSJR	JBL

MINOR PLAT
CREEKSIDE VILLAS
A REPLAT OF LOTS 1 THRU 8, CREEKSIDE LANDING 1ST PLAT
GRAIN VALLEY, JACKSON COUNTY, MISSOURI

PREPARED FOR: JEFF HANDY CONSTRUCTION, LLC
PO BOX 459
BLUE SPRINGS, MO 64013

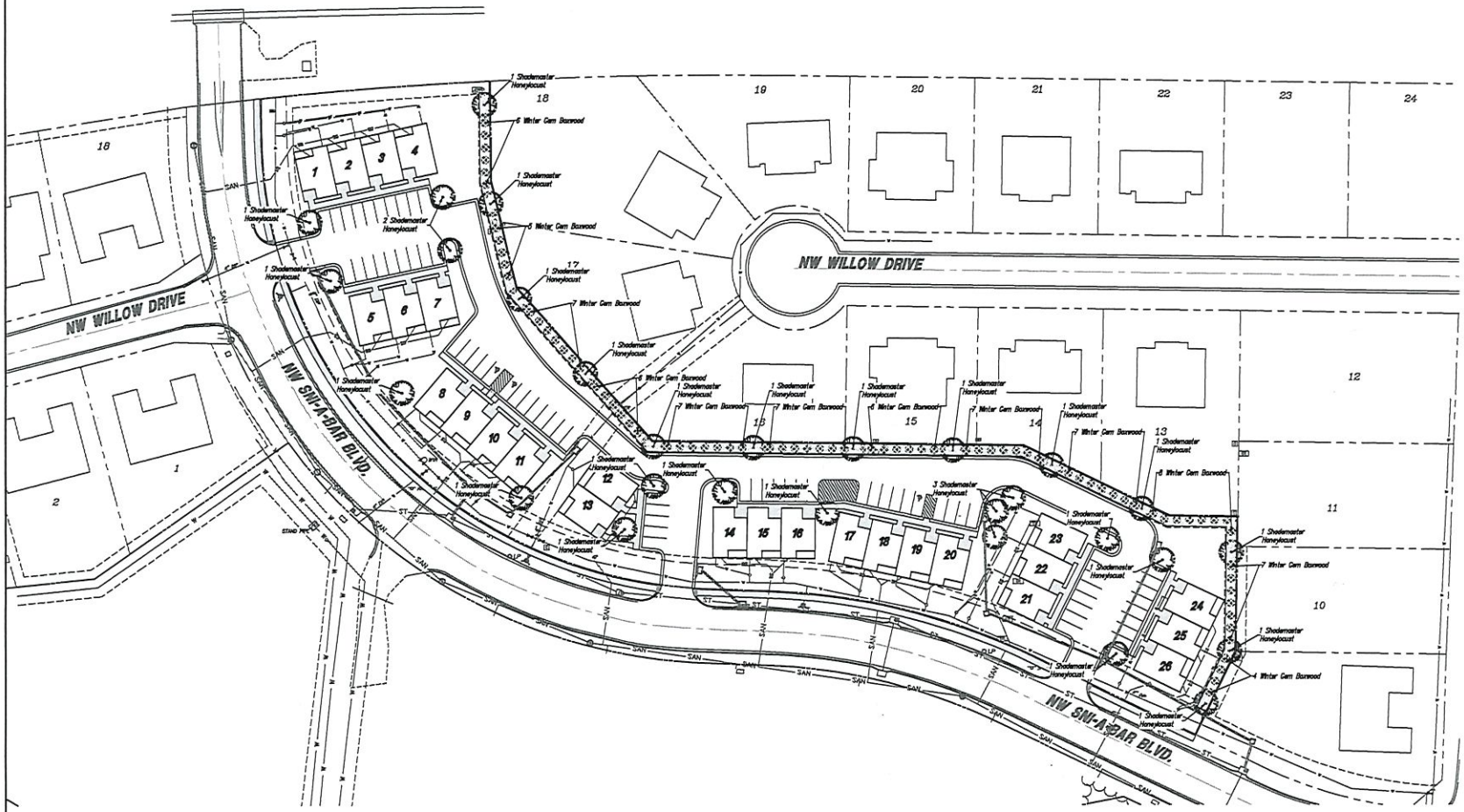
Project No: 21058
Drawn By: JWSJR
Checked By: JBL
Date: 8/16/2021
Scale: 1"=30'
File Name: 21058MINOR PLAT.DWG
Certificate of Authority: Missouri - 2002026538 Kansas - LS-154

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street Lee's Summit, Missouri 64063
Phone: (816) 347-9997 Fax: (816) 347-9979

MINOR PLAT

SHT **1** OF **1**

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NOTES:
1. Open areas not covered with other landscaping materials shall be covered with sod.
2. All trees/shrubs are shown graphically, not numerically.
3. A 3 foot tall berm may be substituted for screening shrubs.
4. Trees shall be located a minimum distance of 5 feet from the sanitary and water lines as measured from the outside of the mature tree trunk to the outside of the pipe.

LANDSCAPE SCHEDULE:

SPECIES	CALIPER/HEIGHT	QUANTITY
Shademaster Honeylocust (Gleditsia triacanthos var. inermis 'Shademaster')	3" Caliper, measured 6" above the ground	25
Winter Gem Boxwood (Buxus microphylla var. japonica)	24" Minimum height at time of planting (5 Gal container)	77

Mulched area

NO.	BY	APP'D
DATE	REVISION	

9/2/21

Consult Inc engineers planners
CORPORATE LICENSE No. E2010000873

LANDSCAPE PLAN

CREEKSIDE VILLAS
GRAIN VALLEY - JACKSON COUNTY - MISSOURI

SHEET NO.: 21006
DRAWING NO.: 21013
DATE: JUNE 30, 2021
JOB NO.: 21013

9 SHEET OF 12

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Jeff Handy
1312 NW Broadway
Grain Valley, MO 64029

Cell # 816-985-4869

www.Jeffhandyconstruction.com

RESIDENTIAL LEASE/RENTAL AGREEMENT

This agreement made this _____day of (mo.)_____(yr.)_____, is between _____ (hereinafter called Management) and _____(hereinafter called Resident. Management leases to Resident, and Resident rents from Management, residential unit located at _____(hereinafter called premises), under the following conditions.

TERM: 1. The initial term of this lease shall be _____, beginning (yr.) _____ and ending noon, (mo./day)_____(yr.)_____. After the lease is expired the lease will automatically revert to Month to Month. The Resident has the option of signing another lease at the Managements Discretion. The Management has the right to terminate the lease after the term of the lease.

RENT: 2. Rent is payable monthly, in advance, at a rate of _____ dollars ($_____), per month, during the term of this agreement on the first day of each month at the office of the Management or at such other place Management may designate. Tenant agrees to pay $25.00 for each dishonored check. Further, the tenant agrees to pay rent in full by the fifth day of each month; otherwise a late fee of $50.00 will apply, as well as $5 per day until the rent is paid in full.

EVICTION: 3. If the rent called for in paragraph 2 hereof has not been paid by the fifteenth (15^{th}) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his/her family and possessions evicted from the premises. All past rents and late fees incurred will be paid by the resident including attorney fees. If the resident is late 3 times the Management has the right to evict the resident with a written notice.

AGE REQUIREMENTS: 4. Resident agrees that at least one person in the dwelling is of the age of 55 or older and that all other residents are at least 40 years of age.

INDEMNIFICATION DEPOSIT: 5. Management acknowledges receipt of _____ dollars ($_____), as a deposit to indemnify owner against damage to the property and for residents fulfillment of the conditions of this agreement. Deposit will be returned to resident thirty (30) days after the residence is vacated if:

- Resident has given a **60-day** written notice on the 1^{st} of the month and
- Lease term has expired, or agreement has been terminated by both parties; and
- All monies due Management by Resident have been paid; and
- Residence is not damaged and all items in the move out packet are completed; and
- Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, and telephone).
- Deposit will not be returned if resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment.
- Deposit will apply to any late fees that are due.

RENEWAL TERM: 6. It is the intent of both parties that this lease is for a period of _____ months and that the last month's rent will apply only to the last month of the lease period. Should this

lease be breached by the Resident, the indemnification deposit shall be forfeited as liquidated damages and Resident will owe rent until premises has been rented.

SUBLET: 7. Resident may not sublet residence or assign this lease without written consent of Management.

CREDIT APPLICATION: 8. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and management agree that the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he/she has falsified any statement on said application, Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees, in event Management exercises its option to terminate rental agreement, Resident will remove him or herself, his/her family and possessions from the premises within 24 hours of notification from indemnify Management for any damages to property of Management including, but limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "setoff" for the security deposit and prepaid rent which was forfeited as liquidated damages.

FIRE AND CASUALTY: 9. If residence become inhabitable by reason of fire, explosion, or by other casualty, Management may, at its option terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damage, rent shall be abated and prorated from the date of the fire, repairs, Resident has vacated and removed resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for reoccupancy.

HOLD OVER: 10. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.

RIGHT OF ACCESS: 11. Management shall have the right of access to residence for inspection and repair of maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

USE: 12. Residence shall be used for residential purposed only and shall be occupied only by the persons named in resident's application to lease. The presence of an individual residing on the premises who is not a signature on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so to comply with state, county, and municipal laws and ordinances. Resident shall not use or permit it to be used for any disorderly or unlawful purpose or any manner so as to interfere with other Resident's quite enjoyment of their residence.

PROPERTY LAWS: 13. Management shall not be liable for damage to Resident's property for any type of any reason of cause whatsoever, except where such is due to Management gross negligence, Resident acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

INDEMIFICATION: 14. Resident releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage of injury happening in or about residence or premises to Resident's invitees of licensees of such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or any other encumbrance field against residence as a result of Resident's action.

FAILURE OF MANAGEMENT
TO ACT: 15. Failure of Management to insist on compliance with the terms of this agreement shall not constitute a waiver of any violation.

NOTICES: 16. Any notice required by this agreement shall be in writing and shall be delivered personally by registered or certified mail.

REPAIRS: 17. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanity condition. Resident is responsible for minor repairs. (Ex. Garbage disposal, toilet blockage, light bulbs) Resident may not remodel or paint or structurally change nor remove any fixture there from without permission from Management.

ABANDONMENT: 18. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property remaining on the premises by the Resident. Management shall also have the right to store or dispose of any resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and the title thereto shall vest in Management.

MORTGAGEE'S RIGHTS 19. Resident's rights under this lease shall always remain junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

RULES AND REGULATIONS:

20. (A) Signs: Resident shall not display any signs, exterior lights or markings. No awnings or other projections shall be attached to the outside of the building.
(B) Locks: Resident is prohibited from adding locks to, changing, or in anyway altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
(C) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
(D) Radio or television aerials shall not be placed or erected on the roof of the exterior.
(E) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by the Management at the expense of the Resident owning the same, for storage or public or private sale, at Management's option, and Resident owning the same shall have not right of recourse against Management thereafter.
(F) Storage: No gods or materials of any kind or description which are combustible of would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area of the residence itself. Storage in all such areas shall be at the Resident's risk and Management shall not be responsible for and loss of damage.
(G) Wall: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of the residence.
(H) Guests: Resident shall be responsible and liable for the conduct of his/her guest. Act of guest in violation of this agreement of Management's rules and regulation may be deemed by Management to be a breech by Resident. No guest may stay longer than 10 days without permission by Management: otherwise, a $10.00 per day guest charge will be due to Management.
(I) Noise: All radios, television sets, music players, etc, must be turned down to a level of sound that does not annoy or interfere with neighbors.
(J) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall in its judgment, determined to be necessary for the safety, care and cleanliness of the premises, for the preservation of good order or for the comfort of benefit of Residents generally.

ENTIRE AGREEMENT: 21. This agreement and any attached addendum constitute the entire agreement between parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

PET EXCEPTION: 22. The Resident agrees to pay a $_____ pet deposit that is non-refundable. If at any time the pet disturbs other tenants or is damaging Management's property, the Resident agrees to remove the pet from the Management's property immediately.

UTILITIES: 23. The Resident shall be responsible for all utilities and any trash service.

APPLIANCES: 24. Management will provide stove, dishwasher, refrigerator, and microwave. Resident will be responsible for all other appliances.

SMOKE DETECTORS: 25. The Resident is responsible for replacing the batteries in the smoke detectors.

FURNACE FILTERS: 26. The Resident is responsible for replacing the furnace filters. The filters need to be checked monthly and replaced accordingly. There will be a $75.00 service call to be paid by Resident if the furnace filter is dirty and is the cause of any furnace problems.

SATELLITE DISHES: 27. No satellite dishes will be installed on the actual building. The only approved location is on a pole in the building's yard.

EXTERIOR FAUCETS: 28. The Resident is responsible for removing hoses from the exterior faucets during the winter months. The Resident is responsible for any damages caused by the exterior faucets freezing due to the connecting hoses.

REFRIGERATOR: 29. The Management is not responsible for any food or drink contents inside the refrigerator.

TRAMPOLINE: 30. There will be no trampolines on the property.

PAINTING: 31. There will be no painting on the interior or the exterior of the building.

BBQ GRILLS: 32. BBQ Grills must be away from building when in use.

WINDOW SCREENS: 33. There will be a $50.00 charge per screen for any damage to a window screen.

IN WHITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

_____ _____

_____ _____

MANAGEMENT RESIDENT(S)

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	09/27/2021	
BILL NUMBER	B21-24	
AGENDA TITLE	**AN ORDINANCE AMENDING CHAPTER 130.020 (COURT COSTS) OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI TO INCLUDE THE STATE COURT AUTOMATION SURCHARGE**	
REQUESTING DEPARTMENT	Administration (Municipal Court)	
PRESENTER	Theresa Osenbaugh, Deputy 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 amend current court fees for the implementation of Show Me Courts	
BACKGROUND	The State of Missouri is implementing a uniform record keeping system to be used across the entire state entitled Show Me Courts. The implementation of this system requires a $7.00 surcharge to be paid to the Statewide Court Automation Fund.	
SPECIAL NOTES	Training and preparation for the implementation of Show Me Courts runs from June 2021-December 2021 with an excepted “live” date of January 1, 2022.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance and Redline Chapter 130.020

CITY OF GRAIN VALLEY **STATE OF MISSOURI**

BILL NO. *B21-24*

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AMENDING CHAPTER 130.020 (COURT COSTS) OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI TO INCLUDE THE STATE COURT AUTOMATION SURCHARGE

WHEREAS, Chapter 130.020 establishes the court costs to be assessed in the Grain Valley Municipal Court; and

WHEREAS, the State of Missouri has designated Show Me Courts as the single case management system to be used by all municipal courts to have a uniform reporting approach; and

WHEREAS, a surcharge of $7.00 to be paid to the Statewide Court Automation Fund is required as provided in Section 488.012.3(5), RSMo. And Section 488.027.2,RSmo.

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

SECTION 1: Effective January 1, 2022 **t**he City Code is hereby amended by amending Section 130.020 to read as follows:

Section 130.020 Court Costs.

A. In addition to any and all other Court costs and fines set forth, the Clerk of the Municipal Court of the City of Grain Valley, Missouri, shall assess the following Court costs in all cases:

1. Costs of Court in the amount of twelve dollars ($12.00).

2. Police Officer training.

a. Locally. In all cases for the training of Police Officers in the amount of two dollars ($2.00). This fee shall be transmitted monthly to the Treasurer of the City.

b. Statewide.

(1) Imposition of one dollar ($1.00) Court costs. There is hereby imposed, in addition to other Court costs as previously authorized, the sum of one dollar ($1.00) for each violation of municipal ordinances in this City.

(2) Remittance to State fund. The Municipal Court Clerk shall send all Court costs collected pursuant to this Subsection directly to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created pursuant

to Section 590.178, RSMo., as amended, 1993. The check should be payable to the Treasurer, State of Missouri, and mailed before the 15th of each month to:
Budget Director
Department of Public Safety
Post Office Box 749
Jefferson City, Missouri 65102

3. Other costs such as for the issuance of a warrant, a commitment or a summons, as assessed by the Judge, Municipal Division, Jackson County Circuit Court, including seven dollars fifty cents ($7.50) per charge for the Crime Victims' Compensation Fund on all cases. The Municipal Court Clerk shall remit seven dollars thirteen cents ($7.13) to the State Department of Revenue and thirty-seven cents ($0.37) to the City Treasury.

4. Actual costs assessed against the City for apprehension or confinement in the County Jail or other suitable place of confinement.

5. In addition to the other costs authorized in this Section, there shall be assessed a state court automation surcharge of seven dollars ($7.00) in all cases in which court costs are taxed. Said surcharge shall be collected by the Municipal, Court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund, as provided in Section 488.012.3 (5), RSMo. And Section 488.027.2, RSMo.

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

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN STRATTON	_____

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

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 130
Municipal Court

Cross References — General penalty, §**100.110**; administration generally, Title I; city attorney and prosecuting attorney, §**115.170** et seq.; alcoholic beverages generally, ch. **600**; motor vehicles and traffic, ch. **300**; offenses and miscellaneous provisions, ch. **215**; police, ch. **200**.

Article I
In General

Section 130.010 **Establishment.**
There is hereby established in this City a Municipal Court, to be known as the "Grain Valley Municipal Court, a Division of the 16th Judicial Circuit of the State of Missouri." This Court is a continuation of the Police Court of the City as previously established, and is termed herein *"the Municipal Court."*

Section 130.020 **Court Costs.**
[Ord. No. 853 §1, 5-24-1993; Ord. No. 1065 §§1 — 2, 12-23-1996; Ord. No. 1172 §§1 — 2, 3-23-1998; Ord. No. 1438, 10-8-2001; Ord. No. 2309 §1, 9-9-2013; Ord. No. 2551, 7-26-2021]

A. In addition to any and all other Court costs and fines set forth, the Clerk of the Municipal Court of the City of Grain Valley, Missouri, shall assess the following Court costs in all cases:

1. Costs of Court in the amount of twelve dollars ($12.00).

2. *Police Officer training.*

a. *Locally.* In all cases for the training of Police Officers in the amount of two dollars ($2.00). This fee shall be transmitted monthly to the Treasurer of the City.

b. *Statewide.*

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Budget Director
Department of Public Safety
Post Office Box 749
Jefferson City, Missouri 65102

3. Other costs such as for the issuance of a warrant, a commitment or a summons, as assessed by the

Judge, Municipal Division, Jackson County Circuit Court, including seven dollars fifty cents ($7.50) per charge for the Crime Victims' Compensation Fund on all cases. The Municipal Court Clerk shall remit seven dollars thirteen cents ($7.13) to the State Department of Revenue and thirty-seven cents ($0.37) to the City Treasury.

4. Actual costs assessed against the City for apprehension or confinement in the County Jail or other suitable place of confinement.

5. In addition to the other costs authorized in this Section, there shall be assessed a state court automation surcharge of seven dollars ($7.00) in all cases in which court costs are taxed. Said surcharge shall be collected by the Municipal, Court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund, as provided in Section 488.012.3 (5), RSMo. And Section 488.027.2, RSMo.

Staff/ Committee Reports

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	41.26
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,471.38
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	294.00
		HAMPEL OIL INC	CJC FUEL	789.64
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	26.94
			AFLAC PRETAX	355.33
			AFLAC-W2 DD PRETAX	256.00
		MIDWEST PUBLIC RISK	DENTAL	180.50
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	376.24
			HSA	1,738.76
			HSA	43.91
			VISION	32.00
			VISION	41.27
			VISION	132.18
			VISION	14.47
		HSA BANK	HSA - GRAIN VALLEY, MO	387.68
			HSA - GRAIN VALLEY, MO	575.54
		SHERIFFS RETIREMENT SYSTEM	AUGUST 2021 SHERIFF RETIRE	1.55
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	214.90
			FLEX PLAN	25.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	662.57
			MISSIONSQUARE 457	462.50
			MISSIONSQUARE ROTH IRA	69.29
		HOPE HOUSE	AUGUST 21 DOMESTIC VIOLENC	126.00
		MO DEPT OF REVENUE	AUGUST 2021 CVC FUNDS	213.35
		MO DEPT OF PUBLIC SAFETY	AUGUST 2021 TRAINING FUND	29.92
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,996.81
			SOCIAL SECURITY	4,693.56
			MEDICARE	1,097.65
			TOTAL:	23,176.44
HR/CITY CLERK	GENERAL FUND	IPMA-HR GREATER KC CHAPTER	ANNUAL CHAPTER MEMBERSHIP	170.00
		US POSTAL SERVICE	SHIPPING	7.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	180.49
		ARC PHYSICAL THERAPY PLUS LP	WORKSTEPS: GROVE/MILAM	300.00
		GUARDIAN MEDICAL LOGISTICS	DRUG TESTING SERVICES	195.00
		LINKED IN	JOB POSTING: GIS	250.00
		MIDWEST PUBLIC RISK	DENTAL	35.02
			HSA	245.91
			HSA	342.79
		HSA BANK	HSA - GRAIN VALLEY, MO	100.33
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	112.18
			MEDICARE	26.23
			TOTAL:	1,964.95
INFORMATION TECH	GENERAL FUND	OFFICE DEPOT	APC BACK-UPS	180.79
		CDW GOVERNMENT	MONITORS	278.00
			TOTAL:	458.79
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	125.50
		SAMS CLUB/GECRB	BATH TISSUE	104.90
		COMCAST - HIERARCY ACCT	CITY HALL	50.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL	199.30
		ORKIN	SEPT 2021 SERVICE	70.70
		CS CAREY INC	MULCH	123.44
		SPIRE	517 GREGG ST	36.82
			624 JAMES ROLLO CT	7.37
			711 S MAIN ST	28.83
		COMCAST	SEPT 2021 FIBER	456.84
			TOTAL:	1,204.27
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	137.28
			ADMIN C85162117	93.25
		MISSOURI MUNICIPAL LEAGUE	OSENBAUGH/MURPHY: 2021 MCM	400.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	347.79
		SAMS CLUB/GECRB		507.16
			KITCHEN SUPPLIES	74.81
		AMAZON.COM	DECORATIONS FOR SANTA HOUS	46.46
			PARADE FLOAT COSTUME	37.41
		SPIRIT HALLOWEEN	PARADE FLOAT COSTUME	7.99
		STEVEN SMITH	2) BANNERS POPULATION GROW	270.00
			2) PATRIOT DAY BANNERS 3'X	120.00
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		PURCHASE POWER	POSTAGE	2,000.00
		HOME DEPOT CREDIT SERVICES	SANTAS HOUSE/PARADE	228.00
			SANTAS HOUSE/PARADE	41.93
		MENARDS - INDEPENDENCE	PARADE	66.32
		CHRISTMAS DONE BRIGHT	Christmas Light Feature	864.90
		MIDWEST PUBLIC RISK	DENTAL	19.96
			DENTAL	0.90
			HSA	13.08
			HSA	339.55
		HSA BANK	HSA - GRAIN VALLEY, MO	44.62
			HSA - GRAIN VALLEY, MO	2.59
		GRAIN VALLEY PARTNERSHIP	KISSICK CLASSIC GOLF TOURN	425.00
			GV PARTNERSHIP LUNCHEON	45.00
		THE WINFIELD COLLECTION	PARADE STRUTTING HORSE SHA	33.85
		COURTHOUSE EXCHANGE	MURPHY/OSENBAUGH: LUNCH	34.37
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	247.04
			MEDICARE	57.76
			TOTAL:	6,963.46
ELECTED	GENERAL FUND	AMAZON.COM	RETURNS	23.95-
			TABLECLOTHES/MICROPHONE MO	23.95
			TOTAL:	0.00
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	2,555.00
			PARKER LITIGATION	595.00
			TOTAL:	3,150.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI MUNICIPAL LEAGUE	PCI COMPLIANCE WEBINAR	10.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	263.86
		OFFICE DEPOT	STAMPS/PAPER	68.57
			BINDER	83.95
			PENS/DIVIDERS	16.27
		MIDWEST PUBLIC RISK	DENTAL	34.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	153.00
			HSA	332.07
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		MOGFOA	CHIESA-CULLUM: MEMBERSHIP	50.00
		H&R BLOCK	CHIESA-CULLUM: TRAINING CO	149.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	169.15
			MEDICARE	39.56
			TOTAL:	1,458.33
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	165.83
		MCDONALDS	PRISONER LUNCH	4.87
		RAY COUNTY TREASURER/COUNTY	AUGUST 2021 BILLING	315.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		MERCHANT SERVICES	MONTHLY FEES	31.58
		ROSS MILLER CLEANERS	DRYCLEANING	50.40
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	3,587.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	172.51
			MEDICARE	40.34
			TOTAL:	4,767.03
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.30
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	136.30
			MEDICARE	31.88
			TOTAL:	1,113.53
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	84.20
		ADVANCE AUTO PARTS	PEAK 50/50 ANTIFREEZE	14.24
		OREILLY AUTOMOTIVE INC	ROLOC DISC	83.75
			ROLOC DISC	44.75
			ROLOC DISC	33.90
			ROLOC DISC	128.50-
			WEATHER STRP	12.99
			MINI FUSE	3.99
		FASTENAL COMPANY	1/4-20 NYLOCK Z	5.01
			T190-AG JOBBER 5/32	12.99
		MIDWEST PUBLIC RISK	DENTAL	18.01
			HSA	157.84
		HSA BANK	HSA - GRAIN VALLEY, MO	38.69
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	10.00
			PW/WOLTZ UNIFORMS	10.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	58.11
			MEDICARE	13.59
			TOTAL:	473.56
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	26.52
			PD C85162119	159.36
			PD 85162124	12.70
		GALLS LLC	ARENDS: UA MICRO G VALSETZ	137.23
			ARENDS: TACTICAL EAR GADGE	12.15
		US POSTAL SERVICE	SHIPPING	8.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,623.99
			MONTHLY CONTRIBUTIONS	419.98
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	39.88
		ADVANCE AUTO PARTS	TIE RODS	46.61
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQU	144.98
			PD LEASE VEHICLES AND EQU	3,594.33
		OFFICE DEPOT	PAPER/TAPE/PENS/STAPLES	153.28
			STAMPS	27.99
		EAGLE VALLEY AUTOMOTIVE LLC	4 WHEEL COMPUTERIZED ALIGN	69.95
		JACOB WISE	WISE: MEALS FOR MO POLICE	302.50
		AMAZON.COM	SANDISK ULTRA USB	78.44
			SANDISK 32GB	123.39
		OREILLY AUTOMOTIVE INC	CABIN FILTER/AIR FILTER	24.24
			BATTERY	171.41
			CABIN FILTER	9.91
		COSENTINOS PRICE CHOPPER	FORUM	21.27
		MISSOURI STATE WEB	WALL: 2021 MACA FALL PROFE	175.00
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,330.30
			BULK GASOHOL/DIESEL	131.09
			BULK GASOHOL/DIESEL	24.96
		SIRCHIE	EVIDENCE INTEGRITY TAPE	226.94
		LEXISNEXIS RISK DATA MGMT INC	AUGUST 2021 MINIMUM COMMIT	150.00
		GOODYEAR COMMERCIAL TIRE	3) GY 245/55R18 EAG RSA VS	406.56
		WESTLAKE ACE HARDWARE	EXTRA KEY	5.42
		HD GRAPHICS & APPAREL	NNO SHIRTS	1,800.00
		MISSOURI CJIS CONFERENCE	THOMPSON: CJIS CONF REGRIS	275.00
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	558.40
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,514.70
			HSA	2,448.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,000.00
		METRO FORD	MOTOR/WIRE ASSEMBLY	334.81
		CHEWY.COM	PURINA PRO PLAN SPORT ALL	70.85
		GO CAR WASH MANAGEMENT CORP	CAR WASHES	56.00
		4 WHEEL PARTS	WEATHER TECH DIGITAL FIT F	90.00
		HUMAN RELATIONS MEDIA	DVD HEALTH RISKS OF VAPING	329.89
		COUNTY LINE AUTO PARTS	COOLING FAN WIRING	35.00
		CHRIS CAKES INC	CHRIS CAKES EVENT	709.60
		FACTORY MOTOR PARTS CO	STEERING RACK	1,541.29
		ROSS MILLER CLEANERS	DRYCLEANING	20.00
		BEST WESTERN PLUS LANDING VIEW INN	SRV CHARGE: HAYES LODGING	14.99
			HAYES: LODGING	485.79
		MVP AWARDS & MORE	9X12 PLAQUE	126.00
		ELITE PARTY RENTAL INC	DAY RENTAL DUNK TANK/PIRAT	165.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,347.46
			MEDICARE	782.86
		JACKSON COUNTY MGR OF FINANCE	DISPATCH SERVICES	8,157.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GEARZONE PRODUCTS	PROPPER KINETIC MENS PANTS	164.97
			HEROS PRIDE UNDER BELT	9.99
			TOTAL:	46,616.28
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	113.18
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	97.33
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	78.84
			MEDICARE	18.44
			TOTAL:	693.79
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	549.77
		OFFICE DEPOT	FOLDERS/PAPER/STICKYNOTE	102.69
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	36.61
		INTERNATIONAL CODE COUNCIL	SINGLE CERTIFICATE RENEWAL	95.00
		MIDWEST PUBLIC RISK	DENTAL	44.92
			DENTAL	10.21
			HSA	763.59
			HSA	171.06
		HSA BANK	HSA - GRAIN VALLEY, MO	187.16
			HSA - GRAIN VALLEY, MO	29.25
		JACKSON COUNTY RECORDER	RELEASE OF LIEN	21.58
			3 LIENS	83.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	371.96
			MEDICARE	86.98
			TOTAL:	2,554.01
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	KC AREA DEVELOPMENT COUNCIL	ANNUAL INVESTMENT	7,500.00
			TOTAL:	7,500.00
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.81
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	513.69
		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
		MISCELLANEOUS	MICHAEL COX:	50.00
			CODY SMITH:	50.00
			DUSTIN FOSTER:	1,100.00
		MIDWEST PUBLIC RISK	DENTAL	21.76
			HSA	224.63
			HSA	37.65
			VISION	8.00
			VISION	16.39
			VISION	2.14
		HSA BANK	HSA - GRAIN VALLEY, MO	152.43
			HSA - GRAIN VALLEY, MO	111.50
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.03
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	194.70
			MISSIONSQUARE 457	601.92
			MISSIONSQUARE ROTH IRA	47.82
			MISSIONSQUARE ROTH IRA	11.03
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,252.12
			SOCIAL SECURITY	1,009.94
			MEDICARE	236.19
			TOTAL:	6,092.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	593.32
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		OFFICE DEPOT	PAPER/CLIPS/PAD/BINDER	37.28
		COMCAST - HIERARCY ACCT	CITY HALL	7.74
			CITY HALL	39.52
			TYER	124.85
		AMAZON.COM	CABLE 6FT/SPY PEN	52.96
		NATIONAL REC AND PARK ASSOCIATION	STRADER RENEWAL FEE	75.00
		HOLLIDAY SAND AND GRAVEL CO.	Trail Base Rock	867.41
			Trail Base Rock	2,109.54
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	251.57
			BULK GASOHOL/DIESEL	133.26
		QUIKTRIP #00150	GAS FOR SMALL ENGINES	93.15
		SITEONE LANDSCAPE SUPPLY LLC	FAWN TALL FECUE SEED	361.26
		FASTENAL COMPANY	BRIDGE BOLLARD HARDWARE	100.78
		MIDWEST PUBLIC RISK	DENTAL	21.44
			DENTAL	48.51
			HSA	554.08
			HSA	394.12
			HSA	129.66
		HSA BANK	HSA - GRAIN VALLEY, MO	89.32
			HSA - GRAIN VALLEY, MO	129.27
		REGAL PLASTIC SUPPLY CO	Trailhead Sign	820.26
		ULINE	4.5X42" SAFETY BOLLARD REM	291.10
		COMCAST	SEPT 2021 FIBER	74.28
		S&H FARM SUPPLY INC	Skid Steer Bucket	5,995.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	392.04
			MEDICARE	91.69
			TOTAL:	13,947.96
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	OUTLET FOR FOOTBALL SCOREB	112.00
		AAA DISPOSAL SERVICE INC	AUGUST SERVICE	77.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	440.17
		SAMS CLUB/GECRB	GATORADE	70.25
			RETURNS	60.99-
			RETURNS	9.25-
		WEST CENTRAL ELECTRIC COOP INC	07/28-08/28 BALLPARK COMPL	69.44
		CS CAREY INC	MULCH	246.87
		HOME DEPOT CREDIT SERVICES	BATTERIES/ GLUE	13.50
		LAWN & LEISURE	CAP	50.34
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	600 BUCKNER TARSNEY RD	24.54
			624 JAMES ROLLO CT	3.68
		PLAYGROUND GUARDIAN LLC	Playground Guardian	1,500.00
		LED GLOBAL SUPPLY	REPLACEMENT SHELTER LIGHTS	213.40
			SOLAR POWERED LED FLAG POL	214.85
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	339.43
			MEDICARE	79.38
			TOTAL:	4,581.61
RECREATION	PARK FUND	SAMS CLUB/GECRB	COTTON CANDY	52.76
		WALMART COMMUNITY	PRESCHOOL PLAYERS T-BALL	36.17
		AMAZON.COM	CABLE 6FT/SPY PEN	6.85
		BSN SPORTS INC	FALL BASEBALLS	1,562.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHIPPING	25.01
			BASEBALLS/SOFTBALLS	99.98
			BASEBALLS/SOFTBALLS	99.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1.58
			MEDICARE	0.37
			TOTAL:	1,884.86
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	116.00
		RICOH USA INC	COMM CTR C85162114	47.37
			COMM CTR C85162123	14.02
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	294.99
		OFFICE DEPOT	PAPER/CLIPS/PAD/BINDER	71.50
			PAPER	7.54
		COMCAST - HIERARCY ACCT	COMM CENTER	257.77
		AMAZON.COM	PROTECTIVE BELT HOLSTER	35.68
			HEADSET	15.98
			PICKLEBALLS	127.15
		AUTHORIZE.NET	AUG SIGNUPS	136.30
		COSENTINOS PRICE CHOPPER	BATTERIES	28.45
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		CS CAREY INC	MULCH	123.44
		HOME DEPOT CREDIT SERVICES	BATTERIES/ GLUE	27.96
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	34.90
			HSA	504.90
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	100.00
		ROYAL ROOTER & PLUMBING LLC	COMM CENTER TOILET REPAIR	130.00
		SPIRE	713 S MAIN ST	77.80
			713 S MAIN ST A	36.82
		MERCHANT SERVICES	MONTHLY FEES	1,051.43
			MONTHLY FEES	24.50
		MARY ALLGRUNN	08/24-0902 LINE DANCING	79.80
		LINDA HOMBS	08/24-09/02 LINE DANCING	79.80
		JERRIE CAMERON	08/23-09/03 SILVERSNEAKERS	100.00
		QUILL CORPORATION	MONITOR STAND RISER	23.99
		TIFFANI KEY	08/23-09/03 SILVERSNEAKERS	25.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	249.12
			MEDICARE	58.26
			TOTAL:	4,540.37
POOL	PARK FUND	SAMS CLUB/GECRB	CONCESSION PRODUCTS	25.36
			CONCESSION PRODUCTS	248.32
			CONCESSION PRODUCTS	111.04
			CONCESSION PRODUCTS	56.46
		WALMART COMMUNITY	CONCESSION PRODUCTS	27.77
			CONCESSION PRODUCTS	11.56
		MIDWEST POOL MANAGEMENT	Pool Management	5,000.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	27.77
			MEDICARE	6.49
			TOTAL:	5,514.77
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	149.68
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
			OPEN ACCESS	26.88
			HSA	107.10
			HSA	77.14
			HSA	73.95
			VISION	3.20
			VISION	1.60
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.44
			HSA - GRAIN VALLEY, MO	98.58
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	39.84
			MISSIONSQUARE 457	25.00
			MISSIONSQUARE ROTH IRA	40.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	394.94
			SOCIAL SECURITY	271.74
			MEDICARE	63.56
			TOTAL:	1,448.09
TRANSPORTATION	TRANSPORTATION	CARTER WATERS	K SATUROCK TYPE F BULK	179.00
		RICOH USA INC	PW C85162113	4.39
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	405.42
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	13.84
		ADVANCE AUTO PARTS	BLUE DEF PLATINUM	12.69
		CTEC HOLDING CO LLC	TRUCK REPAIR 29912	527.16
		COMCAST - HIERARCY ACCT	CITY HALL	1.23
			CITY HALL	14.65
			PW	22.67
			PW	33.90
			PW	61.16
		KNAPHEIDE TRUCK EQ CENTER	BALL VALVE KIT/LINE STRAIN	54.00
			HOLDER SHOVEL SST	38.40
		OREILLY AUTOMOTIVE INC	TARP STRAP/BUNGEE CORDS	3.60
		ORKIN	SEPT 2021 SERVICE	6.06
			SEPT 2021 SERVICE	13.40
		VANCE BROTHERS INC	ASPHALT	1,795.75
			ASPHALT	1,113.50
			ASPHALT	566.00
			ASPHALT	2,378.20
			ASPHALT	921.60
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	83.31
		QUIKTRIP #00150	FUEL TO CONFERENCE	6.07
		FASTENAL COMPANY	2'X12" EYE-EYE SLING	54.13
			XL 3 PIECE RAINSUIT	2.63
		COMMENCO INC	ANALOG RADIO FOR TRUCK	110.20
		HOME DEPOT CREDIT SERVICES	TORCH KIT/FLASHLIGHT	9.39
			TORCH KIT/FLASHLIGHT	32.26
			CLEAR DRUM LINERS	4.39
		MENARDS - INDEPENDENCE	MECHANIX 4X IMPACT	10.00
		MIDWEST PUBLIC RISK	DENTAL	10.62
			DENTAL	59.07
			OPEN ACCESS	127.11
			HSA	504.90

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				HSA	58.30
				HSA	265.65
				HSA	288.03
		HSA BANK		HSA - GRAIN VALLEY, MO	14.29
				HSA - GRAIN VALLEY, MO	189.25
		G W VAN KEPPEL CO		PUSHER PLATE/LOCK ARM/PIVO	65.92
		SPIRE		405 JAMES ROLLO DR	7.37
				624 JAMES ROLLO CT	7.37
				711 S MAIN ST	2.47
				618 JAMES ROLLO CT	8.34
		JOHN DEERE FINANCIAL		GLYPHOSATE 41% 1 GALLON	44.99
		MID AMERICAN SIGNAL INC		STREET LIGHT PARTS	3,117.00
				PROSTAR 15	325.00
		J&A TRAFFIC PRODUCTS		SIGN MATERIAL	4,430.00
		CINTAS CORPORATION # 430		PW/WOLTZ UNIFORMS	28.02
				PW/WOLTZ UNIFORMS	28.02
		COMCAST		SEPT 2021 FIBER	44.57
		VIKING-CIVES MIDWEST INC		STAINLESS STEEL SPREADER	18,290.00
		FACTORY MOTOR PARTS CO		CLUTCH ASY	54.13-
		COURTYARD BY MARRIOTT		TUTTLE: LODGING	136.42
				WELSH: LODGING	136.42
				MARTIN: LODGING	172.88
				REFUND	11.15-
		SUMMIT TRUCK GROUP		GASKET	10.99
				SENSOR	14.64
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	271.73
				MEDICARE	63.55
				TOTAL:	37,182.28
PUBLIC HEALTH	PUBLIC HEALTH	AMAZON.COM		GIFT CARD	25.00
				RAIN GUAGE/FALL DECORATION	100.00
				RETURNS	19.99-
				RETURN	5.94-
				TABLECLOTHES/MICROPHONE MO	28.98
				TOTAL:	128.05
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	K & G STRIPING INC		STREET STRIPING	5,769.00
				TOTAL:	5,769.00
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK		PRO #2 2ND QTR ZOO	4,842.46
				PRO #2 CITY SALES	74,992.15
				TOTAL:	79,834.61
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK		CID/USE	30,837.38
				CID/USE UNCAPTURED	29,912.25
				TOTAL:	60,749.63
NON-DEPARTMENTAL	INTRCHG MERCADO CI	LAUBER MUNICIPAL LAW LLC		MERCADO PROJECT	1,383.50
				TOTAL:	1,383.50
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE		MISSOURI WITHHOLDING	969.75
		FAMILY SUPPORT PAYMENT CENTER		DZEKUNSKAS CASE 41452523	120.00
		AFLAC		AFLAC PRETAX	36.16
				AFLAC-W2 DD PRETAX	57.33
		MISCELLANEOUS	WALT, AVA	10-212500-00	17.06
			SCHWED, DIANNE	10-217000-07	54.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MWANGI, KINU	10-226100-09	1.71
		GOIN, JOAN	10-235000-02	11.83
		STRANDBURG, MARLENE	10-242300-09	67.60
		MCPHERSON, LISA	10-246100-04	65.54
		HAWKINS, BRENDA	10-251900-04	79.58
		FRANKE, KYLE	10-361400-13	65.15
		COPE, BEVERLY	10-365700-03	37.98
		EVERETT, JULIE	10-369600-12	65.54
		JONES, KELLIE	10-408500-00	3.53
		BRANSCOM, MICHAEL	10-504600-11	65.54
		BELLEMERE, CHARLES R	10-820110-03	83.67
		LESLIE, MARK	10-831440-06	65.54
		MIDWEST PUBLIC RISK	DENTAL	91.73
			OPEN ACCESS	107.52
			HSA	577.23
			HSA	460.65
			HSA	332.59
			VISION	12.80
			VISION	8.74
			VISION	26.28
			VISION	21.59
		HSA BANK	HSA - GRAIN VALLEY, MO	68.18
			HSA - GRAIN VALLEY, MO	554.88
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	161.73
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	330.81
			MISSIONSQUARE 457	260.58
			MISSIONSQUARE ROTH IRA	264.68
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,842.40
			SOCIAL SECURITY	1,843.19
			MEDICARE	431.11
			TOTAL:	10,264.52
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	62.75
		AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBERSHIP	65.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	453.97
			BILL PRINT AND MAIL	84.82
		RICOH USA INC	PW C85162113	8.79
			CD C85162115	70.15
		CITY OF INDEPENDENCE UTILITIES	29645CCF 07/19-08/18	46,019.75
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,373.18
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	27.68
		ADVANCE AUTO PARTS	BLUE DEF PLATINUM	25.38
		CTEC HOLDING CO LLC	TRUCK REPAIR 29912	1,054.34
		COMCAST - HIERARCY ACCT	CITY HALL	11.01
			CITY HALL	48.68
			PW	45.34
			PW	48.62
			PW	98.72
		KNAPHEIDE TRUCK EQ CENTER	BALL VALVE KIT/LINE STRAIN	108.00
			HOLDER SHOVEL SST	76.80
		OREILLY AUTOMOTIVE INC	TARP STRAP/BUNGEE CORDS	7.18
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	41,452.80
			DEBT	63,482.85
		ORKIN	SEPT 2021 SERVICE	12.12
			SEPT 2021 SERVICE	26.80
		MISSOURI ONE CALL SYSTEM INC	AUG 348 LOCATES	435.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DELUXE	BOOKED DEPOSIT TICKETS	87.23
		BLUE SPRINGS WINWATER CO	MARKING PAINT	60.84
			BRASS NIPPLE	174.96
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	166.63
		QUIKTRIP #00150	FUEL TO CONFERENCE	12.13
		FASTENAL COMPANY	2'X12" EYE-EYE SLING	108.28
			XL 3 PIECE RAINSUIT	5.24
		COMMENCO INC	ANALOG RADIO FOR TRUCK	220.40
		HOME DEPOT CREDIT SERVICES	TORCH KIT/FLASHLIGHT	18.79
			TORCH KIT/FLASHLIGHT	64.51
			CLEAR DRUM LINERS	8.79
		MENARDS - INDEPENDENCE	MECHANIX 4X IMPACT	19.98
		MIDWEST PUBLIC RISK	DENTAL	41.52
			DENTAL	175.89
			OPEN ACCESS	254.24
			HSA	1,360.59
			HSA	596.79
			HSA	793.21
			HSA	647.71
		HSA BANK	HSA - GRAIN VALLEY, MO	131.73
			HSA - GRAIN VALLEY, MO	499.68
		G W VAN KEPPEL CO	PUSHER PLATE/LOCK ARM/PIVO	131.82
		SPIRE	405 JAMES ROLLO DR	14.72
			624 JAMES ROLLO CT	9.20
			711 S MAIN ST	4.94
			618 JAMES ROLLO CT	16.70
		CORE & MAIN LP	SADDLES & CORPS	1,528.50
			BRASS SADDLES	795.00
			BRASS SADDLES	0.60
		JOHN DEERE FINANCIAL	VALVE	49.99
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	56.02
			PW/WOLTZ UNIFORMS	56.02
		LAMP RYNEARSON INC	Engineering Design	7,235.34
		MERCHANT SERVICES	MONTHLY FEES	509.45
			MONTHLY FEES	1,617.25
		COMCAST	SEPT 2021 FIBER	89.14
		FACTORY MOTOR PARTS CO	CLUTCH ASY	108.25-
		COURTYARD BY MARRIOTT	TUTTLE: LODGING	272.85
			WELSH: LODGING	272.85
			MARTIN: LODGING	345.76
			REFUND	22.28-
		SUMMIT TRUCK GROUP	GASKET	21.99
			SENSOR	29.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	921.63
			MEDICARE	215.56
			TOTAL:	174,818.35
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	AUGUST SERVICE	62.75
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	453.97
			BILL PRINT AND MAIL	84.83
		RICOH USA INC	PW C85162113	8.79
			CD C85162115	70.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,373.16
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	27.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ADVANCE AUTO PARTS	BLUE DEF PLATINUM	25.38
		CTEC HOLDING CO LLC	TRUCK REPAIR 29912	1,054.34
		COMCAST - HIERARCY ACCT	CITY HALL	11.01
			CITY HALL	48.68
			PW	45.34
			PW	48.62
			PW	98.72
		KNAPHEIDE TRUCK EQ CENTER	BALL VALVE KIT/LINE STRAIN	108.00
			HOLDER SHOVEL SST	76.80
		OREILLY AUTOMOTIVE INC	TARP STRAP/BUNGEE CORDS	7.18
		ORKIN	SEPT 2021 SERVICE	12.12
			SEPT 2021 SERVICE	26.80
		DELUXE	BOOKED DEPOSIT TICKETS	87.23
		BLUE SPRINGS WINWATER CO	MARKING PAINT	60.84
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	166.63
		QUIKTRIP #00150	FUEL TO CONFERENCE	12.13
		FASTENAL COMPANY	2'X12" EYE-EYE SLING	108.28
			XL 3 PIECE RAINSUIT	5.24
		COMMENCO INC	ANALOG RADIO FOR TRUCK	220.40
		HOME DEPOT CREDIT SERVICES	TORCH KIT/FLASHLIGHT	18.79
			TORCH KIT/FLASHLIGHT	64.51
			CLEAR DRUM LINERS	8.79
		MENARDS - INDEPENDENCE	MECHANIX 4X IMPACT	19.98
		MIDWEST PUBLIC RISK	DENTAL	41.54
			DENTAL	175.89
			OPEN ACCESS	254.25
			HSA	1,360.64
			HSA	596.81
			HSA	793.22
			HSA	647.75
		HSA BANK	HSA - GRAIN VALLEY, MO	131.69
			HSA - GRAIN VALLEY, MO	499.63
		G W VAN KEPPEL CO	PUSHER PLATE/LOCK ARM/PIVO	131.82
		SPIRE	405 JAMES ROLLO DR	14.73
			624 JAMES ROLLO CT	9.20
			711 S MAIN ST	4.95
			618 JAMES ROLLO CT	16.69
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	56.02
			PW/WOLTZ UNIFORMS	56.02
		MERCHANT SERVICES	MONTHLY FEES	509.46
			MONTHLY FEES	1,617.26
		COMCAST	SEPT 2021 FIBER	89.14
		POLYMAGIC LLC	POLY CONCRETE LIFTING	750.00
			POLY CONCRETE LIFTING	4,850.00
		FACTORY MOTOR PARTS CO	CLUTCH ASY	108.25-
		COURTYARD BY MARRIOTT	TUTTLE: LODGING	272.85
			WELSH: LODGING	272.85
			MARTIN: LODGING	345.76
			REFUND	22.28-
		SUMMIT TRUCK GROUP	GASKET	21.99
			SENSOR	29.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	921.58
			MEDICARE	215.57
			TOTAL:	19,178.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	55.95
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	1,563.64
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	430.05
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	155.82
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	1,112.72
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	474.68
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	1,153.76
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	275.79
		VISA-CARD SERVICES 1838	VISA-CARD SERVICES 1838	321.12
		VISA-CARD SERVICES 1846	VISA-CARD SERVICES 1846	2,268.26
			TOTAL:	7,811.79

========== FUND TOTALS ==========		
100	GENERAL FUND	94,594.44
170	TOURISM TAX FUND	7,500.00
200	PARK FUND	36,562.14
210	TRANSPORTATION	38,630.37
230	PUBLIC HEALTH	128.05
280	CAPITAL PROJECTS FUND	5,769.00
302	MKTPL TIF-PR#2 SPEC ALLOC	79,834.61
321	MKT PL CID-PR2 SALES/USE	60,749.63
322	INTRCHG MERCADO CID-PR#3	1,383.50
600	WATER/SEWER FUND	204,261.48
999	POOLED CASH FUND	7,811.79
	GRAND TOTAL:	537,225.01

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 9/04/2021 THRU 9/17/2021
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

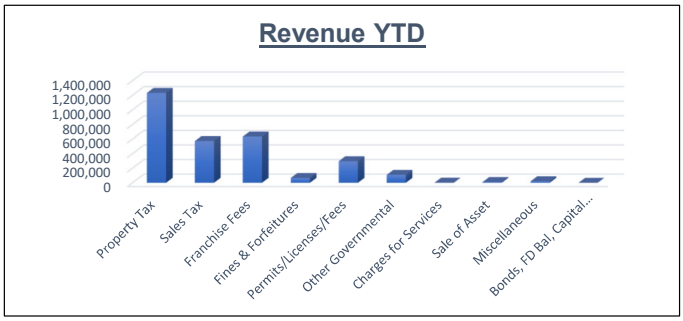
Grain Valley, Missouri
Come Home To Opportunity

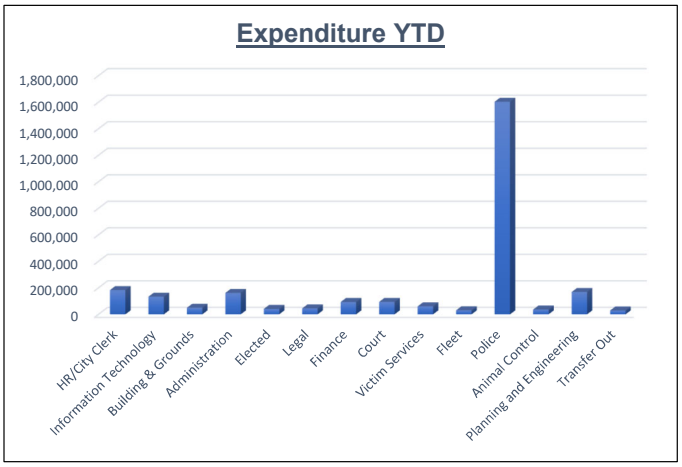
FINANCIAL REPORT
For the Month Ended August 31, 2021

Unaudited Financial Reports for
Budgetary Management Purposes

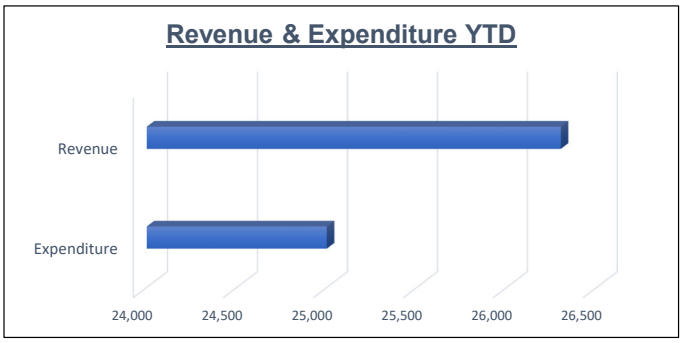
City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

General Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	1,206,800	6,279	1,232,004	25,204	102.09%
Sales Tax	1,200,000	83,751	571,829	(628,171)	47.65%
Franchise Fees	1,070,000	111,270	634,001	(435,999)	59.25%
Fines & Forfeitures	163,700	4,742	66,161	(97,539)	40.42%
Permits/Licenses/Fees	376,640	33,928	295,509	(81,131)	78.46%
Other Governmental	81,624	9,608	108,290	26,666	132.67%
Charges for Services	1,000	190	2,630	1,630	263.00%
Sale of Asset	5,000	0	10,450	5,450	209.00%
Miscellaneous	229,260	1,136	20,441	(208,819)	8.92%
Bonds, FD Bal, Capital Lease	104,334	0	0	(104,334)	0.00%
Total	**$4,438,358**	**$250,905**	**$2,941,315**	**(1,497,043)**	**66.27%**
Expenditures					
HR/City Clerk	236,101	7,723	183,282	52,819	77.63%
Information Technology	267,694	6,406	133,328	134,366	49.81%
Building & Grounds	105,020	7,501	49,558	55,462	47.19%
Administration	268,676	26,633	161,930	106,746	60.27%
Elected	105,439	530	40,976	64,463	38.86%
Legal	100,000	2,538	45,255	54,745	45.26%
Finance	152,610	8,461	93,323	59,287	61.15%
Court	177,200	10,957	94,039	83,161	53.07%
Victim Services	97,083	7,343	60,438	36,645	62.25%
Fleet	48,848	2,972	30,771	18,077	62.99%
Police	2,505,870	207,518	1,603,540	902,330	63.99%
Animal Control	68,309	4,146	36,159	32,150	52.93%
Planning and Engineering	275,813	18,835	168,578	107,235	61.12%
Transfer Out	29,250	-	29,250	0	
Total	**$4,437,913**	**$311,563**	**$2,730,427**	**$1,707,486**	**61.53%**
Revenue Over Expenditure	**$445**	**($60,658)**	**$210,888**	**$210,443**	
Beginning Fund Balance	**$4,295,838**		**$4,295,838**		
Ending Fund Balance	**$4,296,283**		**$4,506,726**		



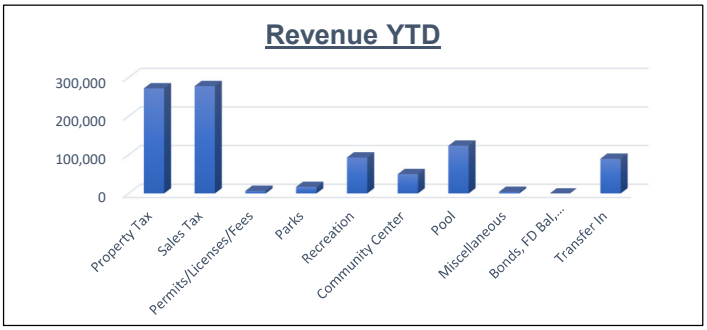


Tourism Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	35,000	6,019	22,051	(12,949)	63.00%
Transfer In	4,250	0	4,250	0	100.00%
Total	**$39,250**	**$6,019**	**$26,301**	**(12,949)**	**67.01%**
Expenditures					
Total	**$39,250**	**$0**	**$25,000**	**$14,250**	**63.69%**
Revenue Over Expenditure	**$0**	**$6,019**	**$1,301**	**$1,301**	
Beginning Fund Balance	**$24,005**		**$24,005**		
Ending Fund Balance	**$24,005**		**$25,306**		

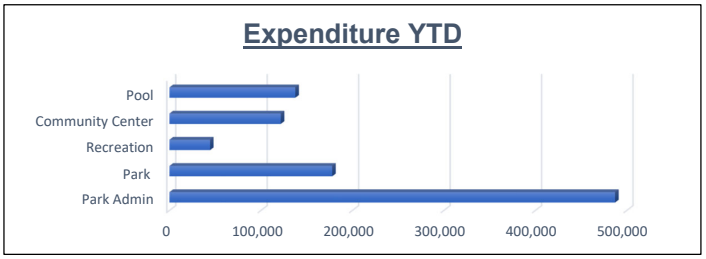


City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

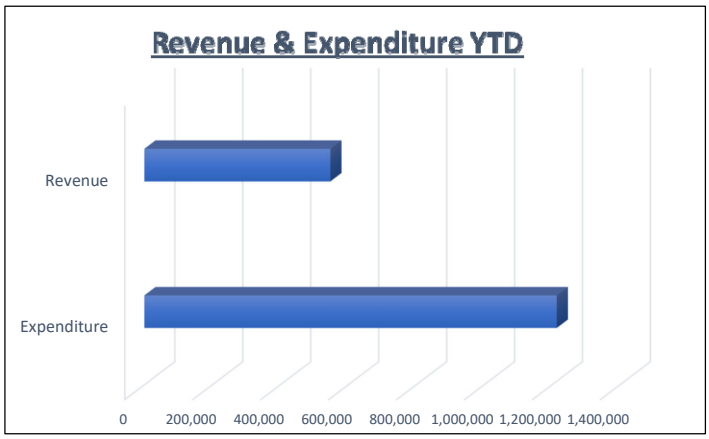
Parks Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budet
Revenues					
Property Tax	266,500	1,387	272,107	5,607	102.10%
Sales Tax	537,000	43,093	277,963	(259,037)	51.76%
Permits/Licenses/Fees	6,000	0	6,757	757	112.62%
Parks	16,610	2,245	17,205	595	103.58%
Recreation	96,344	23,492	93,147	(3,197)	96.68%
Community Center	92,766	4,569	50,074	(42,692)	53.98%
Pool	104,650	17,681	123,697	19,047	118.20%
Miscellaneous	10,225	133	4,335	(5,890)	42.39%
Bonds, FD Bal, Capital Lease	272,000	0	0	(272,000)	0.00%
Transfer In	90,000	0	90,000	0	100.00%
Total	**$1,492,095**	**$92,599**	**$935,284**	**(556,811)**	**62.68%**



Expenditures					
Park Admin	664,910	164,679	487,140	177,770	73.26%
Park	302,560	25,144	177,853	124,707	58.78%
Recreation	89,934	2,194	44,323	45,611	49.28%
Community Center	228,770	19,249	121,622	107,148	53.16%
Pool	160,872	7,855	137,556	23,316	85.51%
Total	**$1,447,046**	**$219,121**	**$968,494**	**$478,552**	**66.93%**
Revenue Over Expenditure	**$45,049**	**($126,521)**	**($33,210)**	**($78,259)**	
Beginning Fund Balance	**$767,595**		**$767,595**		
Ending Fund Balance	**$812,644**		**$734,386**		

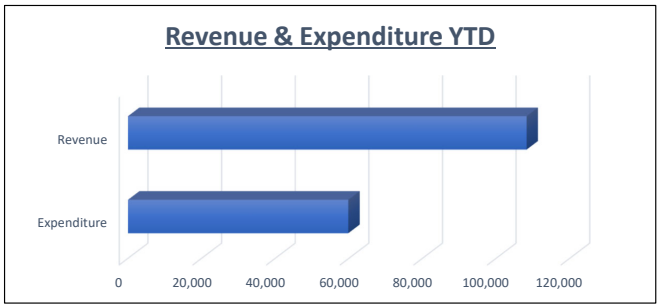


Transportation Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budet
Revenues					
Sales Tax	1,040,000	88,024	541,817	(1,581,817)	52.10%
Permits/Licenses/Fees	22,692	0	2,843	(25,535)	12.53%
Sales of Asset	0	0	1,410	(21,410)	7.05%
Misc	20,000	117	1,447	1,410	0.00%
Bonds, FD Bal, Capital Lease	579,760	0	0	(579,760)	0.00%
Total	**$1,662,452**	**$88,141**	**$547,518**	**(1,114,934)**	32.93%
Expenditures					
Total	**1,651,126**	**$48,658**	**$1,214,287**	**$436,839**	73.54%
Revenue Over Expenditure	**$11,326**	**$39,483**	**($666,769)**	**($678,095)**	-5887.06%
Beginning Fund Balance	**$1,481,643**		**$1,481,643**		
Ending Fund Balance	**$1,492,969**		**$814,875**		

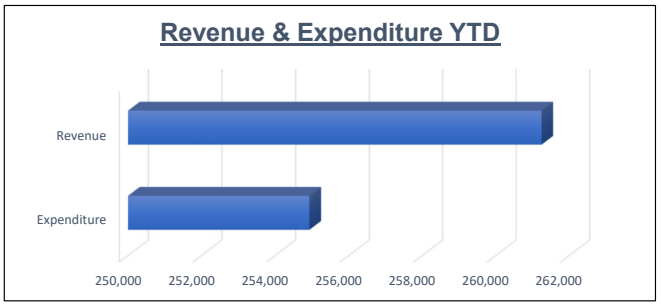


City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

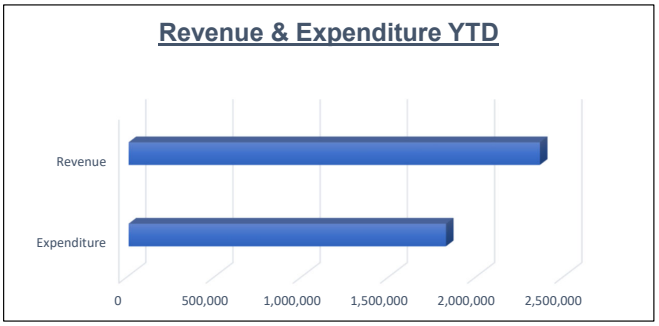
Public Health	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	106,200	552	108,278	2,078	101.96%
Total	**$106,200**	**$552**	**$108,278**	**2,078**	101.96%
Expenditures					
Total	**102,425**	**$3,400**	**$59,842**	**$42,583**	58.42%
Revenue Over Expenditure	**$3,775**	**($2,849)**	**$48,436**	**$44,661**	1283.08%
Beginning Fund Balance	**$75,517**		**$75,517**		
Ending Fund Balance	**$79,292**		**$123,953**		



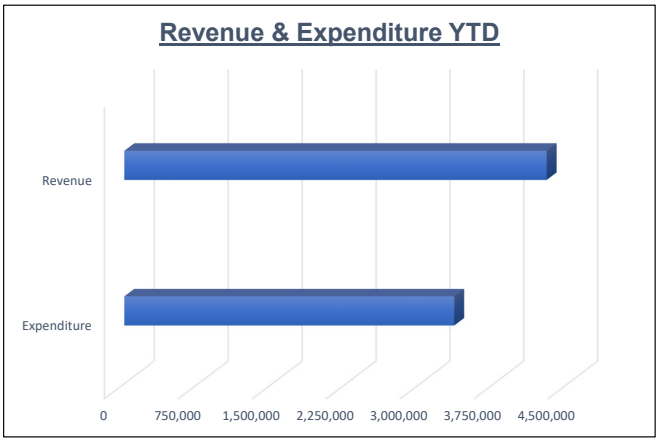
Capital Improvement	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	512,000	40,845	261,242	(250,758)	51.02%
Total	**$512,000**	**$40,845**	**$261,242**	**(250,758)**	51.02%
Expenditures					
Total	**494,800**	**$76,146**	**$254,926**	**$239,874**	51.52%
Revenue Over Expenditure	**$17,200**	**($35,302)**	**$6,316**	**($10,884)**	36.72%
Beginning Fund Balance	**$579,145**		**$579,145**		
Ending Fund Balance	**$596,345**		**$585,460**		



Debt Service	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	2,291,000	12,061	2,355,522	64,522	102.82%
Misc	10,000	306	2,661	(7,339)	26.61%
Total	**$2,301,000**	**$12,367**	**$2,358,183**	**$57,183**	102.49%
Expenditures					
Total	**1,784,714**	**$106,850**	**$1,819,908**	**$35,194**	101.97%
Revenue Over Expenditure	**$516,286**	**($94,483)**	**$538,274**	**$21,988**	104.26%
Beginning Fund Balance	**$1,601,800**		**$1,601,800**		
Ending Fund Balance	**$2,118,086**		**$2,140,074**		



Water & Sewer	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	600	0	519	(81)	86.46%
Permits/Licenses/Fees	10,000	0	2,861	(7,139)	28.61%
Charges for Services	6,098,340	548,799	4,255,873	(1,842,467)	69.79%
Sale of Asset	0	0	7,950	7,950	7950.00%
Misc.	54,800	889	17,927	(36,873)	32.71%
Bonds, FD Bal, Capital Lease	119,036	0	0	(119,036)	0.00%
Total	**$6,282,776**	**$549,687**	**$4,285,129**	**(1,997,647)**	68.20%
Expenditures					
Water	3,261,662	123,861	1,749,283	(1,512,379)	53.63%
Sewer	2,615,244	67,315	1,597,400	(1,017,844)	61.08%
Total	**5,876,906**	**191,176**	**3,346,683**	**$2,530,223**	56.95%
Revenue Over Expenditure	**$405,870**	**$358,511**	**$938,446**	**$532,576**	231.22%
Beginning Fund Balance	**$6,706,280**		**$6,706,280**		
Ending Fund Balance	**$7,112,150**		**$7,644,726**		



REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

100-GENERAL FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	1,206,800.00	6,278.87	1,232,004.28	102.09	25,204.28
SALES TAX	1,200,000.00	83,751.01	571,829.00	47.65	(628,171.00)
FRANCHISE FEES	1,070,000.00	111,270.35	634,001.00	59.25	(435,999.00)
FINES & FORFEITURES	163,700.00	4,742.18	66,161.27	40.42	(97,538.73)
PERMITS/LICENSES/FEES	376,640.00	33,928.44	295,508.69	78.46	(81,131.31)
OTHER GOVERNMENTAL	81,624.00	9,607.66	108,289.72	132.67	26,665.72
CHARGES FOR SERVICES	1,000.00	190.00	2,630.00	263.00	1,630.00
SALE OF ASSET/MERCHAND	5,000.00	0.00	10,450.00	209.00	5,450.00
MISCELLANEOUS	229,260.00	1,136.09	20,441.00	8.92	(208,819.00)
BONDS, FD BAL, CAPT LEAS	104,334.00	0.00	0.00	0.00	(104,334.00)
TOTAL REVENUES	4,438,358.00	250,904.60	2,941,314.96	66.27	(1,497,043.04)
EXPENDITURE SUMMARY					
HR/CITY CLERK	236,101.44	7,723.34	183,282.38	77.63	52,819.06
INFORMATION TECH	267,694.00	6,406.34	133,328.47	49.81	134,365.53
BLDG & GRDS	105,020.00	7,500.93	49,558.20	47.19	55,461.80
ADMINISTRATION	262,675.74	26,632.92	161,930.06	61.65	100,745.68
ELECTED	105,439.35	529.69	40,975.86	38.86	64,463.49
LEGAL	100,000.00	2,537.50	45,255.00	45.26	54,745.00
FINANCE	158,609.45	8,460.53	93,322.59	58.84	65,286.86
COURT	177,200.06	10,956.86	94,038.55	53.07	83,161.51
VICTIM SERVICES	97,082.69	7,342.69	60,437.61	62.25	36,645.08
FLEET	48,848.46	2,972.15	30,770.81	62.99	18,077.65
POLICE	2,505,869.90	207,518.06	1,603,539.76	63.99	902,330.14
ANIMAL CONTROL	68,309.42	4,146.43	36,159.27	52.93	32,150.15
PLANNING & ENGINEERING	275,812.75	18,835.40	168,578.39	61.12	107,234.36
TOTAL EXPENDITURES	4,408,663.26	311,562.84	2,701,176.95	61.27	1,707,486.31
REVENUES OVER/(UNDER) EXPENDITURES	29,694.74	(60,658.24)	240,138.01	808.69	210,443.27
OTHER USES	29,250.00	0.00	29,250.00	100.00	0.00
TOTAL OTHER FINANCING SOURCES & USES	(29,250.00)	0.00	(29,250.00)	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	444.74	(60,658.24)	210,888.01	7,418.27	210,443.27

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

170-TOURISM TAX FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	35,000.00	6,018.58	22,050.98	63.00	(12,949.02)
TOTAL REVENUES	35,000.00	6,018.58	22,050.98	63.00	(12,949.02)
EXPENDITURE SUMMARY					
ECONOMIC DEVELOPMENT	39,250.00	0.00	25,000.00	63.69	14,250.00
TOTAL EXPENDITURES	39,250.00	0.00	25,000.00	63.69	14,250.00
REVENUES OVER/(UNDER) EXPENDITURES	(4,250.00)	6,018.58	(2,949.02)	69.39	1,300.98
OTHER SOURCES	4,250.00	0.00	4,250.00	100.00	0.00
TOTAL OTHER FINANCING SOURCES & USES	4,250.00	0.00	4,250.00	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	6,018.58	1,300.98	0.00	1,300.98

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

200-PARK FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	266,500.00	1,386.92	272,106.77	102.10	5,606.77
SALES TAX	537,000.00	43,092.51	277,962.66	51.76	(259,037.34)
PERMITS/LICENSES/FEES	6,000.00	0.00	6,756.95	112.62	756.95
PARKS	16,610.00	2,245.00	17,205.00	103.58	595.00
RECREATION	96,344.00	23,491.63	93,146.92	96.68	(3,197.08)
COMMUNITY CENTER	92,766.00	4,569.10	50,074.09	53.98	(42,691.91)
POOL	104,650.00	17,681.25	123,697.01	118.20	19,047.01
MISCELLANEOUS	10,225.00	132.91	4,334.70	42.39	(5,890.30)
BONDS, FD BAL, CAPT LEAS	272,000.00	0.00	0.00	0.00	(272,000.00)
TOTAL REVENUES	1,402,095.00	92,599.32	845,284.10	60.29	(556,810.90)
EXPENDITURE SUMMARY					
PARK ADMIN	664,910.22	164,678.66	487,139.73	73.26	177,770.49
PARK	302,559.82	25,143.84	177,853.00	58.78	124,706.82
RECREATION	89,933.82	2,194.30	44,322.61	49.28	45,611.21
COMMUNITY CENTER	228,770.44	19,249.02	121,622.21	53.16	107,148.23
POOL	160,872.18	7,854.82	137,556.14	85.51	23,316.04
TOTAL EXPENDITURES	1,447,046.48	219,120.64	968,493.69	66.93	478,552.79
REVENUES OVER/(UNDER) EXPENDITURES	(44,951.48)	(126,521.32)	(123,209.59)	274.09	(78,258.11)
OTHER SOURCES	90,000.00	0.00	90,000.00	100.00	0.00
TOTAL OTHER FINANCING SOURCES & USES	90,000.00	0.00	90,000.00	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	45,048.52	(126,521.32)	(33,209.59)	73.72-	(78,258.11)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

210-TRANSPORTATION

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	1,040,000.00	88,023.78	541,817.19	52.10	(498,182.81)
PERMITS/LICENSES/FEES	22,692.00	0.00	2,843.40	12.53	(19,848.60)
SALE OF ASSET/MERCHAND	0.00	0.00	1,410.00	0.00	1,410.00
MISCELLANEOUS	20,000.00	117.05	1,447.36	7.24	(18,552.64)
BONDS, FD BAL, CAPT LEAS	579,760.00	0.00	0.00	0.00	(579,760.00)
TOTAL REVENUES	1,662,452.00	88,140.83	547,517.95	32.93	(1,114,934.05)
EXPENDITURE SUMMARY					
TRANSPORTATION	1,626,125.99	48,658.20	1,189,286.67	73.14	436,839.32
TOTAL EXPENDITURES	1,626,125.99	48,658.20	1,189,286.67	73.14	436,839.32
REVENUES OVER/(UNDER) EXPENDITURES	36,326.01	39,482.63	(641,768.72)	1,766.69-	(678,094.73)
OTHER USES	25,000.00	0.00	25,000.00	100.00	0.00
TOTAL OTHER FINANCING SOURCES & USES	(25,000.00)	0.00	(25,000.00)	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	11,326.01	39,482.63	(666,768.72)	5,887.06-	(678,094.73)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

230-PUBLIC HEALTH

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	106,200.00	551.50	108,278.04	101.96	2,078.04
TOTAL REVENUES	106,200.00	551.50	108,278.04	101.96	2,078.04
EXPENDITURE SUMMARY					
PUBLIC HEALTH	62,425.00	3,400.01	19,841.75	31.78	42,583.25
TOTAL EXPENDITURES	62,425.00	3,400.01	19,841.75	31.78	42,583.25
REVENUES OVER/(UNDER) EXPENDITURES	43,775.00	(2,848.51)	88,436.29	202.02	44,661.29
OTHER USES	40,000.00	0.00	40,000.00	100.00	0.00
TOTAL OTHER FINANCING SOURCES & USES	(40,000.00)	0.00	(40,000.00)	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,775.00	(2,848.51)	48,436.29	1,283.08	44,661.29

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

250-OLD TOWNE TIF

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	275,000.00	0.00	14,748.35	5.36	(260,251.65)
SALES TAX	60,000.00	8,506.08	61,803.15	103.01	1,803.15
TIF, NID, CID	30,000.00	0.00	22,211.31	74.04	(7,788.69)
TOTAL REVENUES	365,000.00	8,506.08	98,762.81	27.06	(266,237.19)
EXPENDITURE SUMMARY					
TIF-OLD TOWN MKT PLACE	365,000.00	40,225.95	88,867.57	24.35	276,132.43
TOTAL EXPENDITURES	365,000.00	40,225.95	88,867.57	24.35	276,132.43
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(31,719.87)	9,895.24	0.00	9,895.24
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	(31,719.87)	9,895.24	0.00	9,895.24

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

280-CAPITAL PROJECTS FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	512,000.00	40,844.53	261,241.54	51.02	(250,758.46)
TOTAL REVENUES	512,000.00	40,844.53	261,241.54	51.02	(250,758.46)
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENTS	494,800.00	76,146.22	254,925.93	51.52	239,874.07
TOTAL EXPENDITURES	494,800.00	76,146.22	254,925.93	51.52	239,874.07
REVENUES OVER/(UNDER) EXPENDITURES	17,200.00	(35,301.69)	6,315.61	36.72	(10,884.39)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	17,200.00	(35,301.69)	6,315.61	36.72	(10,884.39)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

300-MKT PLACE TIF-PR#2

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	5,000.00	0.00	137.50	2.75	4,862.50
TOTAL EXPENDITURES	5,000.00	0.00	137.50	2.75	4,862.50
REVENUES OVER/(UNDER) EXPENDITURES	(5,000.00)	0.00	(137.50)	2.75	4,862.50
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(5,000.00)	0.00	(137.50)	2.75	4,862.50

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

301-MKT PL TIF RESERVE PR#2

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
EXPENDITURE SUMMARY					
REVENUES & OTHER SOURCES OVER					

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

302-MKTPL TIF-PR#2 SPEC ALLOC

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	245,000.00	0.00	254,648.64	103.94	9,648.64
SALES TAX	400,000.00	3,855.21	235,507.53	58.88	(164,492.47)
TIF, NID, CID	200,000.00	0.00	107,471.47	53.74	(92,528.53)
MISCELLANEOUS	2,000.00	8.18	88.46	4.42	(1,911.54)
TOTAL REVENUES	847,000.00	3,863.39	597,716.10	70.57	(249,283.90)
EXPENDITURE SUMMARY					
NON-DEPATMENTAL	652,000.00	38.95	760,969.30	116.71	(108,969.30)
TOTAL EXPENDITURES	652,000.00	38.95	760,969.30	116.71	(108,969.30)
REVENUES OVER/(UNDER) EXPENDITURES	195,000.00	3,824.44	(163,253.20)	83.72-	(358,253.20)
OTHER USES	185,000.00	0.00	0.00	0.00	185,000.00
TOTAL OTHER FINANCING SOURCES & USES	(185,000.00)	0.00	0.00	0.00	185,000.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	10,000.00	3,824.44	(163,253.20)	1,632.53-	(173,253.20)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

305-MKTPLACE TIF-PR#2 IDA BDS

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
MISCELLANEOUS	2,000.00	0.93	10.71	0.54	(1,989.29)
TOTAL REVENUES	2,000.00	0.93	10.71	0.54	(1,989.29)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	208,000.00	0.00	106,519.21	51.21	101,480.79
TOTAL EXPENDITURES	208,000.00	0.00	106,519.21	51.21	101,480.79
REVENUES OVER/(UNDER) EXPENDITURES	(206,000.00)	0.93	(106,508.50)	51.70	99,491.50
OTHER SOURCES	210,000.00	0.00	102,102.91	48.62	(107,897.09)
TOTAL OTHER FINANCING SOURCES & USES	210,000.00	0.00	102,102.91	48.62	(107,897.09)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	4,000.00	0.93	(4,405.59)	110.14-	(8,405.59)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

310-MKT PLACE NID- PR#2

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
BONDS, FD BAL, CAPT LEAS	220,000.00	0.00	175,606.21	79.82	(44,393.79)
TOTAL REVENUES	220,000.00	0.00	175,606.21	79.82	(44,393.79)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	216,200.00	41,581.88	215,324.59	99.60	875.41
TOTAL EXPENDITURES	216,200.00	41,581.88	215,324.59	99.60	875.41
REVENUES OVER/(UNDER) EXPENDITURES	3,800.00	(41,581.88)	(39,718.38)	1,045.22-	(43,518.38)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,800.00	(41,581.88)	(39,718.38)	1,045.22-	(43,518.38)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

321-MKT PL CID-PR2 SALES/USE

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	304,500.00	3,483.31	204,433.88	67.14	(100,066.12)
MISCELLANEOUS	1,000.00	6.49	58.83	5.88	(941.17)
TOTAL REVENUES	305,500.00	3,489.80	204,492.71	66.94	(101,007.29)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	222,500.00	52.25	177,377.94	79.72	45,122.06
TOTAL EXPENDITURES	222,500.00	52.25	177,377.94	79.72	45,122.06
REVENUES OVER/(UNDER) EXPENDITURES	83,000.00	3,437.55	27,114.77	32.67	(55,885.23)
OTHER USES	25,000.00	0.00	102,102.91	408.41	(77,102.91)
TOTAL OTHER FINANCING SOURCES & USES	(25,000.00)	0.00	(102,102.91)	408.41	(77,102.91)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	58,000.00	3,437.55	(74,988.14)	129.29-	(132,988.14)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

322-INTRCHG MERCADO CID-PR#3

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
BONDS, FD BAL, CAPT LEAS	0.00	0.00	(21,010.60)	0.00	(21,010.60)
TOTAL REVENUES	0.00	0.00	(21,010.60)	0.00	(21,010.60)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

323-INTRCH VGV CID-PROJECT #3

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	36,700.00	1,083.44	20,918.09	57.00	(15,781.91)
TOTAL REVENUES	36,700.00	1,083.44	20,918.09	57.00	(15,781.91)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	36,700.00	0.00	860.00	2.34	35,840.00
TOTAL EXPENDITURES	36,700.00	0.00	860.00	2.34	35,840.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,083.44	20,058.09	0.00	20,058.09
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	1,083.44	20,058.09	0.00	20,058.09

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

325-INTRCHG TIF- PR #1A

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	40,000.00	0.00	0.00	0.00	(40,000.00)
SALES TAX	50,000.00	3,446.66	31,014.44	62.03	(18,985.56)
TIF, NID, CID	25,000.00	0.00	13,991.85	55.97	(11,008.15)
MISCELLANEOUS	5,000.00	89.69	691.04	13.82	(4,308.96)
TOTAL REVENUES	120,000.00	3,536.35	45,697.33	38.08	(74,302.67)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	2,500.00	0.00	205.50	8.22	2,294.50
TOTAL EXPENDITURES	2,500.00	0.00	205.50	8.22	2,294.50
REVENUES OVER/(UNDER) EXPENDITURES	117,500.00	3,536.35	45,491.83	38.72	(72,008.17)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	117,500.00	3,536.35	45,491.83	38.72	(72,008.17)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

330-TIF PROJECT #3

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	30,000.00	0.00	0.00	0.00	(30,000.00)
SALES TAX	45,000.00	1,340.76	22,633.35	50.30	(22,366.65)
TIF, NID, CID	20,000.00	0.00	11,856.75	59.28	(8,143.25)
TOTAL REVENUES	95,000.00	1,340.76	34,490.10	36.31	(60,509.90)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	12,000.00	0.00	0.00	0.00	12,000.00
TOTAL EXPENDITURES	12,000.00	0.00	0.00	0.00	12,000.00
REVENUES OVER/(UNDER) EXPENDITURES	83,000.00	1,340.76	34,490.10	41.55	(48,509.90)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	83,000.00	1,340.76	34,490.10	41.55	(48,509.90)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

340-INTERCHANGE TIF #4

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	30,000.00	0.00	0.00	0.00	(30,000.00)
SALES TAX	22,500.00	2,307.89	15,432.42	68.59	(7,067.58)
TIF, NID, CID	10,000.00	0.00	9,161.38	91.61	(838.62)
TOTAL REVENUES	62,500.00	2,307.89	24,593.80	39.35	(37,906.20)
EXPENDITURE SUMMARY					
NON DEPARTMENTAL	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL EXPENDITURES	5,000.00	0.00	0.00	0.00	5,000.00
REVENUES OVER/(UNDER) EXPENDITURES	57,500.00	2,307.89	24,593.80	42.77	(32,906.20)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	57,500.00	2,307.89	24,593.80	42.77	(32,906.20)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

400-DEBT SERVICE FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	2,291,000.00	12,061.35	2,355,522.11	102.82	64,522.11
MISCELLANEOUS	10,000.00	306.10	2,660.58	26.61	(7,339.42)
TOTAL REVENUES	2,301,000.00	12,367.45	2,358,182.69	102.49	57,182.69
EXPENDITURE SUMMARY					
DEBT SERVICE	1,784,714.00	106,850.00	1,819,908.27	101.97	(35,194.27)
TOTAL EXPENDITURES	1,784,714.00	106,850.00	1,819,908.27	101.97	(35,194.27)
REVENUES OVER/(UNDER) EXPENDITURES	516,286.00	(94,482.55)	538,274.42	104.26	21,988.42
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	516,286.00	(94,482.55)	538,274.42	104.26	21,988.42

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2021

600-WATER/SEWER FUND

FINANCIAL SUMMARY 66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	600.00	0.00	518.74	86.46	(81.26)
PERMITS/LICENSES/FEES	10,000.00	0.00	2,861.12	28.61	(7,138.88)
CHARGES FOR SERVICES	6,098,340.00	548,798.56	4,255,872.61	69.79	(1,842,467.39)
SALE OF ASSET/MERCHAND	0.00	0.00	7,950.00	0.00	7,950.00
MISCELLANEOUS	54,800.00	888.87	17,926.84	32.71	(36,873.16)
BONDS, FD BAL, CAPT LEAS	119,036.00	0.00	0.00	0.00	(119,036.00)
TOTAL REVENUES	6,282,776.00	549,687.43	4,285,129.31	68.20	(1,997,646.69)
EXPENDITURE SUMMARY					
WATER	3,261,662.21	123,861.41	1,749,283.25	53.63	1,512,378.96
SEWER	2,615,244.41	67,315.01	1,597,399.91	61.08	1,017,844.50
TOTAL EXPENDITURES	5,876,906.62	191,176.42	3,346,683.16	56.95	2,530,223.46
REVENUES OVER/(UNDER) EXPENDITURES	405,869.38	358,511.01	938,446.15	231.22	532,576.77
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	405,869.38	358,511.01	938,446.15	231.22	532,576.77

CITY OF GRAIN VALLEY
MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator

TO: Mayor & Board of Aldermen

CC: Ken Murphy, City Administrator

DATE: September 27, 2021

SUBJECT: Human Resources Update

Month in Review

- Staff planning for 2022
- Employee engagement preparation
- Health and Safety Fair coordination
- Attended the Midwest Public Risk (MPR) annual conference

Current Positions Available

Full-Time

- Public Works Maintenance Worker (1) – open until filled
- GIS/IT Specialist (1) – open until filled

Promotions

- None

Recently Filled Positions

- None

Anniversary

Name	Department	Date	Years of Service
Joe Welch	P&R	9/26	3
Melissa Strader	P&R	9/1	11
Kari Boardman	ADM	9/13	17

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