

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA**

MAY 9, 2022

7:00 P.M.

OPEN TO THE PUBLIC

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

ITEM I: CALL TO ORDER

- Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Jamie Logan

ITEM III: INVOCATION

- Pastor Darryl Jones of Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Tom Cleaver

ITEM V: APPROVAL OF AGENDA

- City Administrator Ken Murphy

ITEM VI: POLICE OFFICER OATH OF OFFICE

- Critical Incident Response Team (CIRT) K9 Officer Dozier

ITEM VII: PROCLAMATIONS

- MARC 50th Anniversary; MARC Director of Early Learning and Head Start; Jovanna Rohs

ITEM VIII: CITIZEN PARTICIPATION

- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM IX: CONSENT AGENDA

- April 25, 2022 – Board of Aldermen Regular Meeting Minutes
- May 9, 2022 – Accounts Payable

ITEM X: PREVIOUS BUSINESS

- None



ITEM XI: NEW BUSINESS

- None

ITEM XII: PRESENTATIONS

- Grain Valley Partnership; Tasha Lindsey

ITEM XIII: PUBLIC HEARING

- Chapter 400, Zoning Regulations and Chapter 405, Subdivision Regulations

ITEM XIV: RESOLUTIONS

ITEM XIV (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 Utility Service Company, Inc. to Provide Maintenance for City Owned Water Tanks and Tower**
R22-40
Introduced by Alderman Darren Mills

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

ITEM XIV (B) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign a Contract Amendment With Hoefer Welker, LLC for Architectural Services**
R22-41
Introduced by Alderman Ryan Skinner

To update construction costs to reflect current pricing

ITEM XIV (C) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into a Three (3) Year Cooperative Agreement With the Grain Valley Partnership**
R22-42
Introduced by Dale Arnold

To continue the relationship between the City and the Grain Valley Partnership through a new three year agreement

ITEM XV: ORDINANCES

ITEM XV (A) **An Ordinance Approving the Final Development Plan for Greystone Plaza Tract B**
B22-13

2ND READ

Introduced by Alderman Tom Cleaver

To gain final development plan approval for Greystone Plaza Tract B

ITEM XV (B) **An Ordinance Amending Chapter 215 Offenses Related to Nonconsensual Pornography and Public Indecency**
B22-14

2ND READ

Introduced by Alderman Rick Knox

To amend Chapter 215 in order to charge and prosecute certain offenses



ITEM XV (C) B22-15 1 ST READ <i>Introduced by</i> <i>Alderman Darren Mills</i>	An Ordinance Amending Chapter 225, Nuisances, of the code of Ordinances, in Section 225.010 (Definitions), 225.030 (Enumeration) and 225.050 (Weeds) To amend the nuisance code to establish a definition and procedure for habitual violations
ITEM XV (D) B22-16 1 ST READ <i>Introduced by</i> <i>Alderman Ryan Skinner</i>	An Ordinance Approving the Sale of Certain Real Property in Grain Valley, Missouri to Scottish Investments, LLC and Authorizing the City Administrator to Execute All Necessary Documents Required to Effectuate and Close Said Transaction To sell city owned property known as the “Nichols Building” at 513 and 517 Gregg Street
ITEM XV (E) B22-17 1 ST READ <i>Introduced by</i> <i>Alderman Dale Arnold</i>	An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Grain Valley, Missouri, Establishing the Same; Providing for the Repeal of Certain Ordinances Not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending Such Code of Ordinances; Providing Penalty for the Violation Thereof; and Providing When This Ordinance Shall Become Effective To adopt and enact a new code of ordinances

ITEM XVI: CITY ATTORNEY REPORT

- City Attorney

ITEM XVII: 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 XVIII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner



ITEM XIX: MAYOR REPORT

- Mayor Mike Todd

ITEM XX: 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 XXI: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON MAY 23, 2022 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



Consent

Agenda

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CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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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 April 25, 2022, 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 Mike Cassidy of Faith United Methodist Church Community Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Shea Bass

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: POLICE OFFICER OATH OF OFFICE

- Lisa Romano was sworn in by City Clerk Logan

ITEM VII: CITIZENS PARTICIPATION

- None

ITEM VIII: PREVIOUS CONSENT AGENDA

- April 7, 2022 – Board of Aldermen Special Session Minutes
- April 11, 2022 – Board of Aldermen Regular Meeting Minutes
- April 25, 2022 – Accounts Payable
- April 25, 2022 – Destruction Certificate Police Department
- *Alderman Headley made a Motion to Accept the Previous Consent Agenda*
- *The Motion was Seconded by Alderman Stratton*
 - *No discussion*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

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



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- *Motion to Approve the Previous Consent Agenda was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- The liquor license for Slinger's Saloon was presented for the second time; City Clerk Jamie Logan requested a motion to approve the liquor license and issue the license once the State and County liquor licenses were received
- *Alderman Knox made a Motion to approve the liquor license for Slinger's Saloon*
- *The Motion was Seconded by Alderman Mills*
 - *None*
- *Motion to Approve the liquor license for Slinger's Saloon was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-MOTION APPROVED: 6-0-

ITEM X: PRESENTATIONS

- *None*

ITEM XI: RESOLUTIONS

- *None*

ITEM XII: ORDINANCES

Bill No. B22-12: An Ordinance Declaring the Results of the General Election Held in the City of Grain Valley, Missouri on April 5, 2022

Bill No. B22-12 was read by Mayor Johnston for the first reading by title only

- *Alderman Mills moved to accept the first reading of Bill No. B22-12 and bring it back for a second reading*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

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



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- *The Motion was Seconded by Alderman Headley*
 - None
- *Motion to accept the first reading of Bill No. **B22-12** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Motion Approved 6-0-

Bill No. B22-12: An Ordinance Declaring the Results of the General Election Held in the City of Grain Valley, Missouri on April 5, 2022

Bill No. B22-12 was read by Mayor Johnston for the second reading by title only

- *Alderman Mills moved to accept the second reading of Bill No. **B22-12** and approve it as ordinance #2584*
- *The Motion was Seconded by Alderman Knox*
 - None
- *Motion to accept the second reading of Bill No. **B22-10** and approve it as Ordinance #2584 was voted upon with the following roll call vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Bill No. B22-12 BECAME ORDINANCE #2584: 6-0-

ITEM XIII: PROCLAMATIONS

- Proclamations were read by Mayor Pro tem Shea Bass and plaques were presented to Alderman Stratton, Alderman Headley and Mayor Johnston for their service on the Board of Aldermen

ITEM XIV: ELECTED OFFICIAL OATH OF OFFICE

- City Clerk Jamie Logan administered the Oath of Office to the following elected officials:
 - Mike Todd, Mayor
 - Dale Arnold, Alderman Ward I

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
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- Rick Knox, Alderman Ward II
- Ryan Skinner, Alderman Ward III

ITEM XV: NEW BUSINESS

- None

ITEM XVI: PUBLIC HEARING

*-Mayor Todd opened the public hearing for **Stormwater Permit** at 7:19PM –*

- *City Engineer, Dick Tuttle stated the public hearing relates to the ordinances passed January 24 related to stormwater*
- *No discussion by the board*

-Mayor Todd opened the floor to citizens for comment at 7:21 PM-

- None

*-Mayor Todd closed the public hearing for **Stormwater Permit** at 7:21 PM -*

ITEM XVII: RESOLUTIONS

Resolution No. R22-36 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Installation of Two New Street Lights in the Mercado Plaza Subdivision

- *Alderman Cleaver moved to approve Resolution No. R22-36*
- *The Motion was Seconded by Alderman Knox*
 - *These will be going in at Jefferson & Buckner Tarsney near Burger King*
- *Resolution No. R22-36 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-36 Approved: 6-0-

Resolution No. R22-37 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Establish Procedures for Public Access to City Facilities

- *Alderman Knox moved to approve Resolution No. R22-37*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
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- *The Motion was Seconded by Alderman Bass*
 - This would provide a policy for how staff should interact with the public and designation of areas of City facilities that are open to the public
 - Alderman Arnold shared his concern that a locking mechanism on the front doors would impact the small, hometown feeling and asked what information must be provided for entry as he did not see it in the policy; he asked what circumstances change from the vestibule before gaining access to the lobby to being allowed entry to the lobby; he wants employee safety and would like more information of the rules
 - City Administrator Murphy states the doorbell allows the front counter persons to allow persons into the building; ALICE training has been given to City staff and the intercom/lock system has made employees feel safer; Alderman Arnold would like more clarification on what must be said at the intercom; City Administrator Murphy stated during COVID, the locks were installed to help monitor space limitations; Staff has worked to communicate more with front desk staff on expected visitors; Alderman Arnold expressed concerns of anonymity if they must speak over an intercom
 - Alderman Knox stated he agrees with the hometown sentiments, but understands protecting our employees and stated there are ways to announce what business someone has discreetly over the intercom
- *Resolution No. R22-37 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay: Arnold*
 - *Abstain:*

-Resolution No. R22-37 Approved: -5-1-

Resolution No. R22-38 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement With Mid-America Regional Council Pertaining to the Regional Preventative Street Maintenance Program

- *Alderman Mills moved to approve Resolution No. R22-38*
- *The Motion was Seconded by Alderman Arnold*
 - By signing the agreement, the city would be part of a regional program- this is a , pass through of federal funds to the counties and cities – MARC will administer program; all cities/counties will receive some funding- our portion is up to

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
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\$87,203

- *Resolution No. R22-38 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-38 Approved: 6-0-

Resolution No. R22-39 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Approve the Midwest Public Risk (MPR) 2022-2023 Plan Elections and Rates for Employee Health, Dental and Vision Benefit Coverage

- *Alderman Bass moved to approve Resolution No. R22-39*
- *The Motion was Seconded by Alderman Mills*
 - Health benefit rates increased for the two plans- one was an increase of 3% and one was an increase of 5%; this would keep all benefits the same from the current offerings; Alderman Arnold asked employee exposure to the increases; families/dependent coverage went up slightly
- *Resolution No. R22-39 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-39 Approved: 6-0-

ITEM XVIII: ORDINANCES

Bill No. B22-13: An Ordinance Approving the Final Development Plan for Greystone Plaza Tract B

Bill No. B22-13 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. B22-13 and bring it back for a second reading by title only at the next regular meeting*
- *The Motion was Seconded by Alderman Knox*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
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- East of Buckner Tarsney – approved the preliminary development plan for a three story 48-unit senior apartment building; final development plan reviewed by Planning & Zoning and recommended to the Board of Alderman
- Alderman Arnold asked if there is anything requiring this to remain a senior citizen living facility; yes
- Mayor Todd asked about traffic concerns/impact on Buckner Tarsney with the addition of this development; there is already a turn lane in place; Mark Trosen/Dick Tuttle did review this as part of the final development plans
- Alderman Arnold asked why only 6 ADA compliant parking spots; he felt there would need to be more ADA spaces; the senior facility is guided by age 55+ vs. medically required to live there; the 6 ADA accessible spaces is the minimum that comes from a code requirement; he stated the facility could provide for more if that is needed
- *Motion to accept the first reading of Bill No. **B22-13** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 6-0-

Bill No. B22-14: An Ordinance Amending Chapter 215 Offenses Related to Nonconsensual Pornography and Public Indecency

Bill No. B22-14 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Knox moved to accept the first reading of Bill No. **B22-14** and bring it back for a second reading at the next scheduled meeting*
- *The Motion was Seconded by Alderman Skinner*
 - Chief Beale stated important language is currently missing from this section of the code; advancement of technology and more sections needed to be added for enforcement reasons
 - Alderman Skinner asked if this was prompted by State law; no, we have older code and needed updated with new technology and the need to adapt to the changes
- *Motion to accept the first reading of Bill No. **B22-14** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
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- *Nay:*
- *Abstain:*

-Motion Approved 6-0-

ITEM XIX: CITY ATTORNEY REPORT

- Held a successful City Official Training this past Friday at MPR; 61 attendees

ITEM XX: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
 - Two milestone anniversaries celebrated today; Officer Hutchens; 5 years
 - Construction manager RFQ going out for the police station soon
- Deputy City Administrator Theresa Osenbaugh
 - None
- Chief James Beale
 - April 30th 10-1pm shredding event & drug take back 10-2pm
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Mark Trosen
 - None
- City Clerk Jamie Logan
 - None

ITEM XXI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
 - Looking forward to working with everyone
- Alderman Shea Bass
 - Thanked the outgoing board members and Mayor for their service and looking forward to working with the newly elected officials
- Alderman Tom Cleaver
 - None
- Alderman Rick Knox
 - Asked Mr. Trosen about a work order submitted beginning of April on Stonebrook Lane; looking for information on that schedule; City Engineer Tuttle shared that

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
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Community Development Director Mark Trosen
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section is being added to the Pavement program for 2022 and is set to begin in May and end in June

- Alderman Darren Mills
 - None
- Alderman Ryan Skinner
 - None

ITEM XVIII: MAYOR REPORT

- He wants to do a workshop with the Board to get an idea of everyone's goals for the city moving forward; a communication will be going out to select a date; He requested live comments to be taken and monitored during the workshop
- He referenced a 50-day plan he'd like to discuss – high level plan

ITEM XIX: EXECUTIVE SESSION

- *Mr. Murphy stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *Alderman Bass moved to close the Regular Meeting for items related to for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Arnold*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner
 - Nay: None
 - Abstain: None

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 7:48 PM-

- *Alderman Knox moved to open the Regular Meeting*
- *The motion was seconded by Alderman Cleaver*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
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- *Nay: None*
- *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:04 PM-

ITEM XX: ADJOURNMENT

- The meeting adjourned at 8:04 P.M.

Minutes submitted by:

Jamie Logan
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

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Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Direct Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Joe Lauber

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	17.69
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,635.08
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.10
			GILDEHAUS PR040822 CORRECT	9.10-
			GILDEHAUS PR042222 CORRECT	9.10-
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	315.00
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	20.16
			AFLAC PRETAX	304.79
			AFLAC-W2 DD PRETAX	260.22
		MIDWEST PUBLIC RISK	DENTAL	166.63
			GILDEHAUS PR040822 CORRECT	9.10
			GILDEHAUS PR042222 CORRECT	9.10
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	323.27
			HSA	1,735.64
			HSA	43.97
			VISION	40.00
			VISION	39.20
			VISION	121.00
			VISION	14.35
		HSA BANK	HSA - GRAIN VALLEY, MO	437.40
			HSA - GRAIN VALLEY, MO	608.64
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	295.45
			FLEX PLAN	25.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	706.91
			MISSIONSQUARE 457	425.18
			MISSIONSQUARE ROTH IRA	48.67
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,350.15
			SOCIAL SECURITY	4,925.29
			MEDICARE	<u>1,151.89</u>
			TOTAL:	22,846.92
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	380.20
		ARC PHYSICAL THERAPY PLUS LP	WORKSTEPS: BARNETT	150.00
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	18.00
		JACK A BOYER II	POLYGRAPH: BARNETT	300.00
		MIDWEST PUBLIC RISK	DENTAL	52.35
			HSA	504.90
			HSA	332.08
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT SCREENINGS	960.00
			AREND/IIAMS/MELHORN/SANCH	165.00
			AREND/IIAMS/MELHORN/SANCH	96.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	167.55
			MEDICARE	<u>39.20</u>
			TOTAL:	3,315.28
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	OFFICE 365	994.53
			Install Aruba Switches	1,175.00
		MID-AMERICA REGIONAL COUNCIL	AERIAL PHOTOGRAPHY 2022 FE	328.26
		CDW GOVERNMENT	EMERGENCY PO CAMERAS	<u>6,397.00</u>
			TOTAL:	8,894.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
BLDG & GRDS	GENERAL FUND	STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	0.00
		PROGRESSIVE ELECTRONICS	SERVICE CALL 4/4/22	262.56
		BRADY INDUSTRIES OF KANSAS LLC	TOWELL ROLLS	<u>326.28</u>
			TOTAL:	588.84
ADMINISTRATION	GENERAL FUND	RICOH USA INC	50% MAILRM C85162118	89.59
			50% ADMIN C85162117	116.08
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	355.87
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	9.00
		STEVEN SMITH	200) VINYL DECALS 2X2	120.00
		MIDWEST PUBLIC RISK	DENTAL	14.79
			HSA	251.44
		HSA BANK	HSA - GRAIN VALLEY, MO	61.63
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	214.16
			MEDICARE	<u>50.10</u>
			TOTAL:	1,282.66
LEGAL	GENERAL FUND	JACKSON LEWIS P.C.	MARCH 2022 LABOR RELATIONS	231.00
		LAUBER MUNICIPAL LAW LLC	MARCH LEGAL FEES	<u>5,037.50</u>
			TOTAL:	5,268.50
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	320.19
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	6.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			CHIESA-CULLUM	88.00-
			CHIESA-CULLUM	612.00-
			HSA	153.00
			HSA	332.08
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.95
			MEDICARE	<u>52.85</u>
			TOTAL:	512.97
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	246.86
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	12.00
		MISSOURI MUNICIPAL AND ASSOCIATE CIRCU	WATKINS 2022 MEMBERSHIP	300.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.64
			HSA	9.29
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	1.84
		MERCHANT SERVICES	MONTHLY FEES	30.72
		LAUBER MUNICIPAL LAW LLC	MARCH LEGAL FEES	5,097.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	180.28
			MEDICARE	<u>42.16</u>
			TOTAL:	6,320.29
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	210.97
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	137.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	<u>32.17</u>
			TOTAL:	1,191.74
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	119.40
		ADVANCE AUTO PARTS	80 W90 GEAR OIL 1 QT	14.70-
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	6.00
		OREILLY AUTOMOTIVE INC	LINERS 160 Z	14.39
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	153.00
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		CINTAS CORPORATION # 430	FLEET UNIFORMS	4.70
			PW/WOLTZ UNIFORMS	4.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	59.17
			MEDICARE	<u>13.84</u>
			TOTAL:	415.45
POLICE	GENERAL FUND	RICOH USA INC	PD C85162124	12.17
			PD C85162116	30.95
			PD C85162119	171.08
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	7,293.15
			MONTHLY CONTRIBUTIONS	605.62
		ADVANCE AUTO PARTS	ADVANCE AUTO PARTS	116.57
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	324.00
		KRAV MAGA WORLDWIDE	KRAV MAGA	650.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	34.90
			GILDEHAUS PR040822 CORRECT	34.90-
			GILDEHAUS PR042222 CORRECT	34.90-
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	488.60
			GILDEHAUS PR040822 CORRECT	34.90
			GILDEHAUS PR042222 CORRECT	34.90
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			GILDEHAUS	88.00
			ROMANO	36.00
			GILDEHAUS	1,224.00
			ROMANO	612.00
			GILDEHAUS	16.00
			ROMANO	8.00
			HSA	1,009.80
			HSA	2,448.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	900.00
			ROMANO	75.00-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,372.23
			MEDICARE	<u>788.65</u>
			TOTAL:	29,585.12
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	163.20
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.60
			MEDICARE	19.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				661.88
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	791.60
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	35.97
		MIDWEST PUBLIC RISK	DENTAL	49.37
			DENTAL	10.23
			HSA	839.34
			HSA	171.27
		HSA BANK	HSA - GRAIN VALLEY, MO	205.72
			HSA - GRAIN VALLEY, MO	29.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	486.86
			MEDICARE	113.86
		CLOUDPOINT GEOSPATIAL INC	GIS SUPPORT	4,200.00
		TOTAL:		6,933.50
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	22.60
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	524.37
		PETTY CASH	POOL FLOAT	400.00
			MONKEY MTN FLOAT	150.00
			ARMSTRONG FLOAT	150.00
			MONKEY MTN EMERGENCY	100.00
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.54
			AFLAC-W2 DD PRETAX	59.76
		MIDWEST PUBLIC RISK	DENTAL	13.65
			HSA	128.52
			HSA	38.58
			VISION	8.00
			VISION	16.40
			VISION	2.20
		HSA BANK	HSA - GRAIN VALLEY, MO	187.50
			HSA - GRAIN VALLEY, MO	112.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	57.04
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	195.17
			MISSIONSQUARE 457	525.00
			MISSIONSQUARE ROTH IRA	123.73
			MISSIONSQUARE ROTH IRA	7.30
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,403.13
			SOCIAL SECURITY	1,022.62
			MEDICARE	239.14
		TOTAL:		5,640.34
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	852.11
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	30.00
		MIDWEST PUBLIC RISK	DENTAL	19.71
			DENTAL	52.35
			HSA	605.88
			HSA	365.69
			HSA	132.84
		HSA BANK	HSA - GRAIN VALLEY, MO	89.63
			HSA - GRAIN VALLEY, MO	140.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	418.68
			MEDICARE	97.91
		TOTAL:		2,804.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	646.59
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	36.00
		OREILLY AUTOMOTIVE INC	CONNECTOR	12.99
			12) BRAKE CLEANER 14 OZ	35.88
		VAN DIEST SUPPLY COMPANY	MM CHECMICAL SPRAY	280.28
			AQUATHOL GRANULAR	417.00
		PROGRESSIVE ELECTRONICS	SERVICE CALL 4/4/22	43.76
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		CONSTRUCTION ANCHORS INC	1" HEX NUTS FOR BLUE BRANC	40.00
		LAWN & LEISURE	2) V-BELT	192.22
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	313.11
			MEDICARE	<u>73.23</u>
			TOTAL:	3,288.06
RECREATION	PARK FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	25.79
			MEDICARE	<u>6.02</u>
			TOTAL:	31.81
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85162114	63.01
			COMM CTR C85162123	12.06
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	232.60
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	36.00
		MIDWEST PUBLIC RISK	DENTAL	36.00
			HSA	612.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		ROYAL ROOTER & PLUMBING LLC	COMM CENTER GREASE INTERCE	350.00
			COMM CENTER KITCHEN SINK	410.00
		MERCHANT SERVICES	MONTHLY FEES	1,095.33
			MONTHLY FEES	14.08
		MARY ALLGRUNN	4/5-4/14 LINE DANCING	102.15
		SAMANTHA PETRALIE	4/4-4/15 SILVERSNEAKERS FI	75.00
		TIFFANI KEY	4/4-4/15 SILVERSNEAKERS FI	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	265.04
			MEDICARE	<u>61.98</u>
			TOTAL:	3,565.25
POOL	PARK FUND	MIDWEST POOL MANAGEMENT	Pool Management Contract	<u>3,000.00</u>
			TOTAL:	3,000.00
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	177.63
			GROVE CASE 71049484	27.69
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
			AFLAC PRETAX	4.64
		AFLAC	AFLAC-W2 DD PRETAX	8.05
			DENTAL	11.77
		MIDWEST PUBLIC RISK	OPEN ACCESS	26.88
			HSA	64.26
			HSA	77.14
			HSA	74.00
			VISION	1.60
			VISION	1.60
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	98.65
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	31.68
			MISSIONSQUARE 457	71.00
			MISSIONSQUARE ROTH IRA	46.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	535.36
			SOCIAL SECURITY	299.24
			MEDICARE	<u>69.98</u>
			TOTAL:	1,674.00
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	OFFICE 365	198.90
		RICOH USA INC	20% PW C85162113	2.45
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	3.99
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	608.83
		ADVANCE AUTO PARTS	SERP BELT POLY RIB	10.64
			ANTIFREEZE DEX 50/50 1 GAL	21.64
			LUBE CQBLU	11.69
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	29.37
		OREILLY AUTOMOTIVE INC	WIPER BLADE	4.00
			2) AIR FILTERS	13.17
		PROGRESSIVE ELECTRONICS	SERVICE CALL 4/4/22	26.26
		HOME DEPOT CREDIT SERVICES	BRITA FILTER	4.97
		MIDWEST PUBLIC RISK	DENTAL	17.87
			DENTAL	45.13
			OPEN ACCESS	127.12
			HSA	302.94
			HSA	181.44
			HSA	265.66
			HSA	288.24
		HSA BANK	HSA - GRAIN VALLEY, MO	44.47
			HSA - GRAIN VALLEY, MO	149.28
		CINTAS CORPORATION # 430	PW UNIFORMS	29.79
			PW/WOLTZ UNIFORMS	29.79
		RUSH TRUCK CENTER	TUBE ASSY TURBO	60.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	299.24
			MEDICARE	69.98
		MOLLE CHEVROLET INC	PUMP	34.60
		COLEMAN EQUIPMENT	SKID STEER PURCHASE	<u>11,638.63</u>
			TOTAL:	14,520.79
PUBLIC HEALTH	PUBLIC HEALTH	HOME DEPOT CREDIT SERVICES	64 QT LATCHING BOX/TAPE ME	<u>107.73</u>
			TOTAL:	107.73
NON-DEPARTMENTAL	ARPA FUND	THERESA OSENBAUGH	OSENBAUGH: MAIN ST NOW CON	260.00
		KENNETH MURPHY	MURPHY: MAIN ST NOW CONFER	<u>260.00</u>
			TOTAL:	520.00
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPAL LAW LLC	MARCH LEGAL FEES	<u>27.50</u>
			TOTAL:	27.50
DEBT SERVICE	DEBT SERVICE FUND	GILMORE & BELL PC	ARBITRAGE REBATE	<u>900.00</u>
			TOTAL:	900.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,189.42
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	110.77
			DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AFLAC-W2 DD PRETAX	62.66
	MISCELLANEOUS	MANNA MIDWEST LLC	20-151980-05	15.54
		SCHAEFFER, MATTHEW	20-562400-12	65.54
		KOVER, RACHEL	20-562470-15	27.13
		DAVIS, LINDSEY	20-567770-06	36.70
		KANSAS CITY RVS, LLC	20-570700-01	26.31
		JOHNSON, TROY	20-589314-03	65.54
		GRALUND, JESSICA	20-589452-02	17.28
		DAVIS, DANNY	20-589465-01	31.08
		ELEVATE DESIGN & BUI	20-623720-00	15.54
		SIMON, MADISON	20-682740-03	39.89
		LOMELI, YOVANA MADEL	20-700970-10	53.29
		ADAMS, MILES	20-701230-08	65.54
		SUNBURST PROPERTY MG	20-701610-03	65.54
		SIGNAL TRAINING SOLU	20-702390-01	16.00
		TRUMARK HOMES, LLC	20-713010-00	15.54
		TRUMARK HOMES, LLC	20-713013-00	15.54
	MIDWEST PUBLIC RISK		DENTAL	80.95
			OPEN ACCESS	107.52
			HSA	447.85
			HSA	462.84
			HSA	332.48
			VISION	6.40
			VISION	10.80
			VISION	26.40
			VISION	21.71
	HSA BANK		HSA - GRAIN VALLEY, MO	108.34
			HSA - GRAIN VALLEY, MO	555.21
	CITY OF GRAIN VALLEY -FLEX		FLEX - DEPENDENT CARE	228.17
	MISSIONSQUARE RETIREMENT		MISSIONSQUARE 457 %	278.78
			MISSIONSQUARE 457	493.82
			MISSIONSQUARE ROTH IRA	273.03
	INTERNAL REVENUE SERVICE		FEDERAL WH	3,745.96
			SOCIAL SECURITY	2,104.24
			MEDICARE	<u>492.13</u>
			TOTAL:	11,868.04
WATER	WATER/SEWER FUND	NETSTANDARD INC	OFFICE 365	397.80
			Install Aruba Switches	587.00
		RICOH USA INC	40% PW C85162113	4.92
			50% CD C85162115	44.45
			25% MAILRM C85162118	44.79
			25% ADMIN C85162117	58.03
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	8.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,017.46
		ADVANCE AUTO PARTS	SERP BELT POLY RIB	21.29
			ANTIFREEZE DEX 50/50 1 GAL	43.30
			LUBE CQBLU	23.37
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	92.73
		OREILLY AUTOMOTIVE INC	WIPER BLADE	7.99
			2) AIR FILTERS	26.35
		PROGRESSIVE ELECTRONICS	SERVICE CALL 4/4/22	52.51
		MISSOURI ONE CALL SYSTEM INC	MARCH LOCATES	687.50
		BLUE SPRINGS WINWATER CO	20) 6133 T 3/4 SS .66 CTS	60.00
			WATER AND SEWER PARTS	1,502.00
			WATER AND SEWER PARTS	2,023.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HOME DEPOT CREDIT SERVICES	BRITA FILTER	9.95
		MIDWEST PUBLIC RISK	DENTAL	57.12
			DENTAL	155.24
			OPEN ACCESS	254.24
			AMBROSE	36.00
			AMBROSE	612.00
			HSA	1,055.64
			HSA	864.05
			HSA	796.97
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	211.77
			HSA - GRAIN VALLEY, MO	439.80
		CORE & MAIN LP	S-90 8X3/4 CC F/PVC	491.83
			NEW WATER SERVICE SUPPLIE	544.44
			TAP SUPPLIES	539.28
			TAP SUPPLIES	892.50
		CDW GOVERNMENT	EMERGENCY PO CAMERAS	3,199.00
		CINTAS CORPORATION # 430	PW UNIFORMS	59.59
			PW/WOLTZ UNIFORMS	59.59
		MERCHANT SERVICES	MERCHANT SERVICES	468.63
			MONTHLY FEES	1,793.41
		DIRT WORLD LANDSCAPING SUPPLY CO	10 YDS PULVERIZED TOP SOIL	367.50
		NEPTUNE TECHNOLOGY GROUP INC	METER REPLACEMENT PROGRAM	81,986.99
		RUSH TRUCK CENTER	TUBE ASSY TURBO	121.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,052.13
			MEDICARE	246.07
		MOLLE CHEVROLET INC	PUMP	69.18
		COLEMAN EQUIPMENT	SKID STEER PURCHASE	23,277.28
			TOTAL:	128,012.33
SEWER	WATER/SEWER FUND	NETSTANDARD INC	OFFICE 365	397.80
			Install Aruba Switches	588.00
		RICOH USA INC	40% PW C85162113	4.92
			50% CD C85162115	44.45
			25% MAILRM C85162118	44.80
			25% ADMIN C85162117	58.04
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	8.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,017.45
		ADVANCE AUTO PARTS	SERP BELT POLY RIB	21.29
			ANTIFREEZE DEX 50/50 1 GAL	43.30
			LUBE CQBLU	23.37
		STANDARD INSURANCE CO	MAY 22 STANDARD LIFE INSUR	92.73
		OREILLY AUTOMOTIVE INC	WIPER BLADE	7.99
			2) AIR FILTERS	26.35
		PROGRESSIVE ELECTRONICS	SERVICE CALL 4/4/22	52.51
		BLUE SPRINGS WINWATER CO	WATER AND SEWER PARTS	597.00
		HOME DEPOT CREDIT SERVICES	BRITA FILTER	9.95
		MIDWEST PUBLIC RISK	DENTAL	57.14
			DENTAL	155.21
			OPEN ACCESS	254.24
			HSA	1,055.65
			HSA	864.04
			HSA	796.97
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	211.78
			HSA - GRAIN VALLEY, MO	439.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CDW GOVERNMENT	EMERGENCY PO CAMERAS	3,199.00
		CINTAS CORPORATION # 430	PW UNIFORMS	59.59
			PW/WOLTZ UNIFORMS	59.59
		MERCHANT SERVICES	MERCHANT SERVICES	468.64
			MONTHLY FEES	1,793.42
		RUSH TRUCK CENTER	TUBE ASSY TURBO	121.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,052.05
			MEDICARE	246.04
		MOLLE CHEVROLET INC	PUMP	69.18
		COLEMAN EQUIPMENT	SKID STEER PURCHASE	23,277.28

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	MAIN ST INVESTMENT PROPERTIES	US REFUNDS	50.00
		AYERS, KEVIN	US REFUNDS	4.82
		COUNTRY CLUB HOMES	US REFUNDS	222.19
		DAVE RICHARDS HOME BUILDING	US REFUNDS	36.20
		DAVE RICHARDS HOMEBUILDING	US REFUNDS	36.20
		BILQUIST, KENT	US REFUNDS	72.58
			TOTAL:	39,288.50

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

100	GENERAL FUND	87,817.94
200	PARK FUND	18,330.26
210	TRANSPORTATION	16,194.79
230	PUBLIC HEALTH	107.73
285	ARPA FUND	520.00
300	MKT PLACE TIF-PR#2	27.50
400	DEBT SERVICE FUND	900.00
600	WATER/SEWER FUND	179,168.87

GRAND TOTAL: 303,067.09

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/20/2022 THRU 5/05/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/9/2022	
BILL NUMBER	R22-40	
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 UTILITY SERVICE COMPANY, INC. TO PROVIDE MAINTENANCE FOR CITY OWNED WATER TANKS AND TOWER	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$46,558.10
	Budget Line Item:	600-60-72000
	Balance Available	\$47,000.00
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To maintain safe and clean drinking water by providing maintenance and cleaning for the City owned water storage facilities.	
BACKGROUND	Utility Service Company, Inc. inspects water tanks and towers and recommends repairs, as needed. This includes changing light bulbs, fix/replace vent screens and other misc. work during the annual visits.	
SPECIAL NOTES	For year 2022 the bolted ground storage tank needs additional rehab to prevent leaking and deterioration as the tank ages. The rehab will consist of prepping and sealing the deteriorating locations.	

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

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 9, 2022

RESOLUTION NUMBER

R22-40

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

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

WHEREAS, the Board of Aldermen adopted the 2022 budget which appropriating funds for the water storage tank maintenance program and water tank rehab services on December 13, 2021 via Ordinance 2569; and

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

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

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

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

PASSED and APPROVED, via voice vote, (____-____) this ____ Day of ____, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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June 28, 2021

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

Dear Jacque Landers:

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

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

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

Asset Name	Asset Type	Fee	Effective From	Effective To
Bolted Ground Storage Tank - 116419	774,000 Bolted Gst	\$3,791.38	01-JAN-22	31-DEC-22
Tank 1 Ground Storage Tank - 112393	500,000 Gst	\$14,251.65	01-JAN-22	31-DEC-22
Tyer Tower - 116418	500,000 Hydropillar	\$28,515.07	01-JAN-22	31-DEC-22

Thank you very much for your business, if you have any questions please contact Customer Service at 800-942-0722 or at carolyn.griner@suez.com

Sincerely,

Carolyn Griner
Customer Account Specialist

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CITY OF GRAIN VALLEY, MO

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

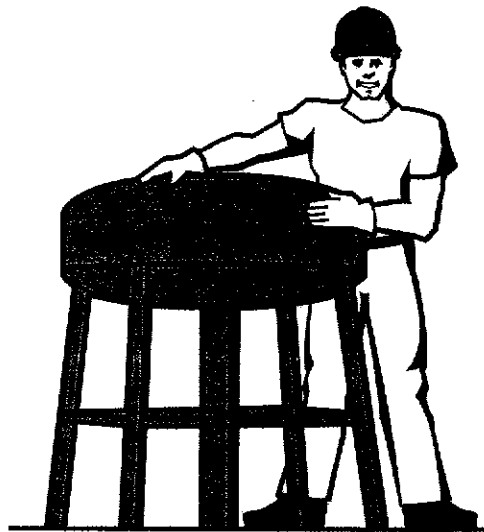
CITY OF GRAIN VALLEY, MO

116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	1/1/2022	open
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PROJECT # 116 418

Utility Service co., inc.

Water Tank Maintenance Contract



Owner: City of Grain Valley
Grain Valley, Missouri

Tank Size: 500,000 Hydropillar

Location: Tier Road

Date Prepared: March 19, 2007



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

WATER TANK MAINTENANCE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement signed this 29 day of May, 2007.

OWNER:

Gary Bradley

by Gary Bradley, City Administrator
title

witness Carol Branson

seal:

UTILITY SERVICE CO., INC.

Tom Stechmann

by Tom Stechmann, MO Representative
title

witness Regina D. Arthur

seal:

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

No. 1

This tank shall receive an exterior renovation, interior wet renovation, interior dry touchup, and repairs prior to the first anniversary of this agreement. The first four (4) annual fees shall be \$56,123.00 per year. The fifth annual fee shall be \$20,850.00.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee shall be due and payable upon completion of the initial exterior and/or interior renovation. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

No. 3

Should the **City of Grain Valley** elect to cancel this agreement prior to remitting the first four (4) annual fees, then the balance of the first four (4) annual fees shall be due and payable within thirty (30) days of notice to cancel.

Owner

by

date

witness

Mary B. Miller
5-29-07
Carol Brunson

Utility Service Co., Inc.

by

date

witness

[Signature]
3-19-07
Regina J. Authen

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

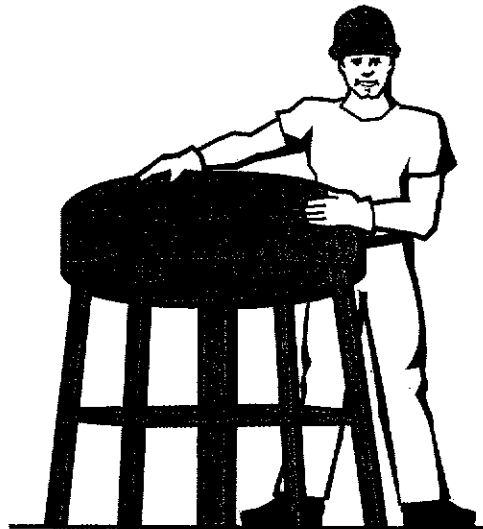
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

SEAL

SEAL

PROJECT # 08/116419

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



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

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

Location: 405 James Rolla Drive

Date Prepared: March 19, 2007



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

LIMITED WATER TANK MAINTENANCE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement signed this 29 day of May 2007.

OWNER:

Gary Bradley

by Gary Bradley, City Administrator
title

witness Carol Branson

seal:

UTILITY SERVICE CO., INC.

[Signature]

by Tom Stechmann, MO Representative
title

witness Regina J. Arthur

seal:

Addenda to Contract Number 774,000 Bolted GST, Dated 3-16-07

No. 1

This tank shall receive a washout/inspection prior to the first anniversary of this agreement.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee of \$2,250.00 shall be due and payable prior to the first anniversary of this agreement. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

Owner

by

date 5-29-07

witness

Gary Bradley
Carol Brainer

Utility Service Co., Inc.

by

date 3-19-07

witness

[Signature]
Regina J. Cathers

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

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

SEAL

SEAL

Our Storage Tank Asset Management Program means... no more surprises!

Utility
Service
Group



FULL SERVICE ASSET MANAGEMENT PROGRAM

DELIVERING PEACE OF MIND

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

VALUE OF UTILITY SERVICE GROUP FULL SERVICE TANK ASSET MANAGEMENT PROGRAM:

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



UTILITY SERVICE GROUP

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

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

FULL SERVICE ASSET MANAGEMENT PROGRAM



UTILITY SERVICE GROUP FULL SERVICE TANK ASSET MANAGEMENT PROGRAM INCLUDES:

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



UTILITY SERVICE GROUP

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

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

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

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

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

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

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

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

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

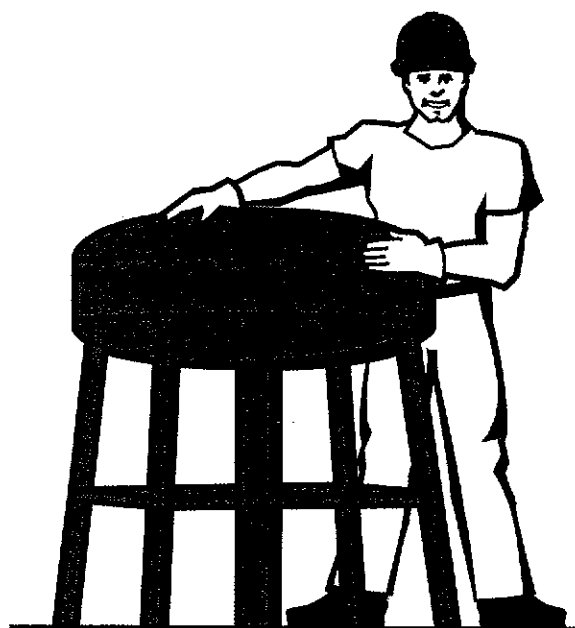
CLERK		GEN	417	442-3273		16-Jul-07	MP w/o UR
CITY ADMIN	nedson@rogersvillemo.org	GEN	417	753-2884	304	4-Jun-01	MP w/o UR
2012 MAYOR		GEN	417	753-3793		4-Jun-01	MP w/o UR
WATER PLANT OP	LJC8049@CCP.COM	MOBILE	816	2627030		5-Feb-01	MP w/o UR
CITY MANAGER		GEN	573	883-5400		24-May-05	MP w/o UR
WATER PLANT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

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

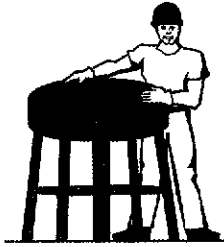
Utility Service Co.

I N C O R P O R A T E D

WATER TANK MAINTENANCE CONTRACT



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



Utility Service Co.

I N C O R P O R A T E D

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

WATER TANK MAINTENANCE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement signed this 22 day of March, 2005.

OWNER:

UTILITY SERVICE CO., INC.

Brad Knight

[Signature]

by

MAYOR

by

Tom Stechmann

Water Systems Consultant

title

title

witness

[Signature]

witness

Pamela McClellan

seal:

seal:

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

No. 1

This tank shall receive an exterior and interior renovation prior to the first anniversary of this agreement. The full renovation cost and maintenance fees are spread over the initial three (3) years of the contract for an annual cost of \$39,011.00 in each year, plus all applicable taxes. In Year 4, the annual cost will be the established base fee of \$9,388.00.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee shall be due and payable in full upon completion of the renovations in Year 1. Beginning in Year 2 and each year thereafter on the anniversary date of the contract document, the program fee is due and payable.

No. 3

The initial three (3) years of the contract represent a project cost of \$117,033.00. Should the Owner elect to cancel this agreement prior to remitting the first three (3) annual fees then the balance of the first three (3) annual fees shall be due and payable within thirty (30) days of cancellation.

Owner

Utility Service Company, Inc.

by

Brod Knight

by

[Signature]

date

3-22-05

date

3-17-05

witness

Gary Hanson

witness

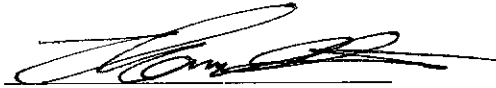
Pamela McClellan

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

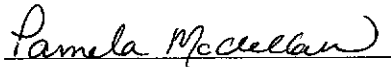
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

CITY OF GRAIN VALLEY, MISSOURI
WATER TANK MAINTENANCE PROGRAM
HOLD HARMLESS AGREEMENT

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



Tom Stechmann
Utility Service Company, Inc.



Witness

Dated: March 14, 2005

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/9/2022	
BILL NUMBER	R22-41	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT AMENDMENT WITH HOEFER WELKER, LLC FOR ARCHITECTURAL SERVICES	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Bond Proceeds 280-88-79910
	Balance Available:	\$14,000,000 \$22,538
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To update the construction costs to reflect current pricing	
BACKGROUND	The City is under contract with Hoefer Welker for architectural services related to the design of a new Police Headquarters. When the agreement was entered into, the numbers that were used for construction costs were the numbers used from a previous architect and previous police station design. As this process progressed the scope of the new headquarters changed and construction costs have increased.	

SPECIAL NOTES	This amended agreement includes the site survey and assessment stemming from the change of location from the old football fields to the Butterfly Trail area.
ANALYSIS	The same percentage is being used for the basic services design costs which is 8% of the construction cost. The previous estimate based off of the \$6mil construction cost was \$481,000. The new estimate based off of a \$10.1mil construction cost is \$769,000. This change is allowable under the current agreement but in an effort to be transparent the ammendment is being brought to the Board showing the difference in total design costs and additional site analysis at Butterfly Trail.
PUBLIC INFORMATION PROCESS	Not Applicable
BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Original Contract, Contract Ammendment

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 9, 2022

RESOLUTION NUMBER
R22-41

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT
AMENDMENT WITH HOEFER WELKER, LLC FOR ARCHITECTURAL SERVICES**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri entered into an agreement with Hoefer Welker, LLC on September 27, 2021 for architectural services; and

WHEREAS, the Board of Aldermen of the City of Grain Valley understand that a contract amendment is necessary due to scop and construction cost changes; and

WHEREAS, the Board of Aldermen are pleased with the work done to this point by Hoefer Welker, LLC.

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 amended contract with Hoefer Welker, LLC:

PASSED and APPROVED, via voice vote, (__-__) this 9th day of May, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

INTENTIONALLY LEFT BLANK



April 28, 2022

Ken Murphy
City Manager
City of Grain Valley
711 South Main Street
Grain Valley, Missouri 64029

Re: Grain Valley Police Station – Contract Amendment
Fee Adjustment due to Scope and Construction Cost Increase

Dear Ken,

We want to thank you for hiring Hoefer Welker to design your new Police Station. This letter and revised contract Exhibit A will act as an amendment to the executed contract, due to scope and budget increases from the initial contract terms.

Phase I services are complete, but the construction budget and associated scope has increased from \$6,000,000 to \$10,100,000. Therefore, the basic service fees reflect 8% of the new construction budget with a credit of \$39,000 for Schematic Design services completed in Phase I. Additionally, we are required to complete an additional site assessment and survey of the new site. The fee increase associated with this amendment is approximately \$300,000 as outlined in the attached Exhibit A.

Thank you again for hiring Hoefer Welker for these additional services. At your convenience, please sign and return a copy of this amendment for our records.

Sincerely,
Hoefer Welker

A handwritten signature in blue ink, appearing to read 'Ken Henton', with a long horizontal stroke extending to the right.

Ken Henton, AIA, NCARB
Partner

4.28.2022

Date

Approved,

By: _____ Date: _____

Design Services for the Grain Valley Police Station

EXHIBIT A (revised 4-28-2022)

PROJECT INFORMATION

Project Construction Budget (New Police Station):	\$10,100,000
Project FF&E Budget:	\$345,000

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 Initial Construction Cost) x 7.5%	\$39,000
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TOTAL FEE PHASE I SERVICES

\$151,600

PHASE 2 SERVICES

PREDESIGN

1. Site Assessment	\$3,500
2. Site Survey	\$16,000
3. Geotechnical	By Owner

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

Building Development (8% of Construction Cost) - \$39,000 (Phase I Service Credit)	\$769,000
(Includes Access Control, Technology, AV Design)	

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

\$805,000

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)	\$20,700
7. Furniture (Option Three – bid package @ additional 4%)	\$13,800
8. Commissioning	\$24,000
9. Record Documents (Allowance 4% of basic services)	\$32,320

REIMBURSABLE EXPENSES (estimated 8% of Basic Services Fees)

\$64,640



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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 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)

Init.

§ 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:

Init.

(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:

Init.

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.

(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 policies 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

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.

§ 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.

§ 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.

§ 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)

§ 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.

§ 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

Init.

§ 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:

- .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.

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.

§ 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;

- .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.

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 negotiation 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

☒ 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)

Init.

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.

§ 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

(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.

§ 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.

Init.

§ 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

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:

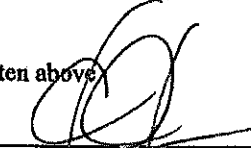
(List other documents, if any, forming part of the Agreement.)

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)

Ken Murphy City Administrator
(Printed name and title)


ARCHITECT (Signature)

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

(Table deleted)(Paragraphs deleted)

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
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TOTAL FEE PHASE I SERVICES	\$151,600
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PHASE 2 SERVICES

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

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

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
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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
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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 Contractor 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:

Company Name: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Company Name: Hoefer Welker, LLC

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

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 files.** 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: _____

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/9/2022	
BILL NUMBER	R22-42	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A THREE (3) YEAR COOPERATIVE AGREEMENT WITH THE GRAIN VALLEY PARTNERSHIP	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	\$25,000
	Budget Line Item:	170-70-72000
	Balance Available:	\$25,000
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To continue the relationship between the City and the Grain Valley Partnership through a new three year agreement.	
BACKGROUND	The City has been a community partner with the Grain Valley Partnership for a number of years and is at the end of the most current agreement which was three years in length. The Grain Valley Partnership is the organization that was created when the Chamber of Commerce and the Economic Development Corporation were merged.	
SPECIAL NOTES	Not Applicable	
ANALYSIS	This agreement between the City and Partnership is important to continue to advance Grain Valley in both economic development terms and in supporting our existing businesses.	

PUBLIC INFORMATION PROCESS	Not Applicable
BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 9, 2022

RESOLUTION NUMBER
R22-42

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A THREE
(3) YEAR COOPERATIVE AGREEMENT WITH THE GRAIN VALLEY
PARTNERSHIP**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to the constant improvement of the City of Grain Valley through investment in economic development; and

WHEREAS, the Grain Valley Partnership was formed to partner with the City in promotion of economic development endeavors; and

WHEREAS, the City of Grain Valley is a major financial contributor to the Partnership, and both organizations desire to memorialize their operational and strategic partnership through the formal adoption of an agreement for services.

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

SECTION 1: The Board of Aldermen of the City of Grain Valley, Missouri agrees that the Grain Valley Partnership shall, in consideration of a three year agreement and financial support from the City in the amount of \$25,000 per year, provide the following services for Grain Valley as set forth in Exhibit A.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

INTENTIONALLY LEFT BLANK

Exhibit A

COOPERATIVE AGREEMENT BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND THE GRAIN VALLEY PARTNERSHIP

This Agreement made and entered into as of the _____ day of _____, 2022, by and between the CITY OF GRAIN VALLEY, MISSOURI, hereinafter referred to as "GRAIN VALLEY" or "City", and the GRAIN VALLEY PARTNERSHIP, hereinafter referred to as the "PARTNERSHIP".

WHEREAS, the City desired to create an independent, membership based Partnership be formed that would be comprised of Board members; and

WHEREAS, the Mayor of Grain Valley commissioned the Grain Valley Economic Development Task Force to research and create the Grain Valley Economic Development Corporation; and

WHEREAS, on April 11, 2008, the Grain Valley Economic Development Corporation a 501 (c)(3) corporation was created by the filing of the articles of incorporation with the Missouri Secretary of State; and

WHEREAS, the Grain Valley Economic Development Corporation merged with the Grain Valley Chamber of Commerce to form the Grain Valley Partnership; and

WHEREAS, the City of Grain Valley is a major financial contributor to the Grain Valley Partnership, and both organizations desire to memorialize their operational and strategic partnership through the formal adoption of an Agreement for services.

NOW, THEREFORE, BE IT AGREED by the City of Grain Valley, Missouri, hereinafter referred to as "City," and the Grain Valley Partnership, hereinafter referred to as "the Partnership," that the Partnership shall in consideration of a three-year agreement of financial support from the City over the next City fiscal year totaling \$25,000, provide the following services for Grain Valley and as set forth hereafter:

I. DUTIES AND RESPONSIBILITIES OF THE PARTNERSHIP

- a. The Partnership shall work with existing businesses to identify and address growth opportunities and work to resolve impediments to growth and retention. Through daily communication with existing businesses, the Partnership shall monitor trends and conditions, provide guidance, and adjust needed services to maintain and expand the City's Business base. The Partnership shall also promote the general economic welfare of the City.
- b. The Partnership shall define broad business development objectives, recommend action plans to fulfill those objectives, and develop budgets to support these action plans. The Partnership's Board of Directors shall review, amend as necessary, and approve of these objectives, action plans, and budgets. Collectively, these items shall be referenced as Reports. Upon approval by the Board of Directors, the Partnership shall submit the Reports on a biannual basis to the City's Board of Alderman for consideration and approval. The deadlines for these submittals shall be on April 1st and October 1st of each year of the term of this Agreement.
- c. Partnership shall formally present at two meetings of the Board of Aldermen, one in April and one in October. The purpose of these meetings is to update the City on the goals, accomplishments, future strategic priorities, and Reports referenced in Paragraph

Exhibit A

I(b) of this Agreement. Furthermore, the Partnership shall be available to take questions from the Board of Aldermen at these meetings.

- d. The Partnership Board of Directors shall review, approve, and recommend the Partnership annual business plan, budget and annual appropriation request, and submit each request to the City for consideration and final approval by the Board of Aldermen. The Budget for the operation of the Partnership shall identify both estimated private sector funding levels and those funds to be requested from the City for various expenses. This business plan shall be submitted on October 1st of each year of the term of this Agreement.
- e. The Partnership shall make itself available to provide verbal reports and presentations to the Board of Aldermen upon request by the City Administrator. Such reports and presentations shall pertain to activities, accomplishments, and priority issues to be developed in accordance with the terms of this agreement and the annual Partnership Business Plan. Upon such request, the Partnership shall submit such reports and presentations to the Board of Aldermen and the City Administrator.
- f. Partnership shall provide frequent verbal and written updates of a confidential nature for projects and organizational matters to the City Administrator and Mayor as representatives of the City.
- g. Membership of the Partnership shall consist of business entities, organizations, and individuals who pay an annual membership fee to the Partnership. Additionally, the Partnership shall designate in its organization's bylaws, members who are under no obligation to pay an annual membership fee. Such members shall be:
 - i. The Mayor of Grain Valley and/or their designee;
 - ii. The City Administrator of Grain Valley and/or their designee;
 - iii. A designee of the Central Jackson County Fire Protection Service; and
 - iv. A Grain Valley School District designee.
- h. The Partnership shall cooperate fully with the City and consult with the City in receiving recommendations concerning operations and management during the presentation and review of the current and proposed business plan and proposed budget request of the City, including the auditor's recommendations.
- i. The Partnership's Board of Directors shall have complete responsibility and authority for all budget issues, payroll, personnel, operating accounts, and/or facility and capital needs as identified annually and as funded through financial and/or in-kind contributions to the Partnership. The Partnership shall develop policies to govern the day-to-day operations of the organization. The Partnership shall provide a copy of its policy manual to the City and inform the City of any updates to it.

Exhibit A

- j. It is understood by the Parties that the purpose of the Partnership is to encourage economic development in the City with primary focus on creating and retaining jobs and increasing and retaining capital investment within the City.
- k. All public and private funds received by the Partnership shall be restricted solely for economic development purposes as determined by the Partnership's Board of Directors. The Partnership shall submit a detailed line-item annual budget to the City upon the City's request to meet the City's budget planning requirements.

II. DUTIES AND RESPONSIBILITIES OF THE CITY

- a. The City agrees to provide funding to the Partnership in an amount authorized in the City's annual budget. The budgeted amount from the City for 2022 is \$25,000. The City shall make all funds approved by the Board of Aldermen available for use by the Partnership upon execution of this Agreement and on January 1st in subsequent years of the term of this Agreement.

III. MISCELLANEOUS TERMS

- a. The City and/or its duly authorized agent shall be entitled to inspect and audit all books and records of the Partnership for compliance with the City's approved budget and Partnership agrees to make such books and records available to and for the City, upon formal request from the City, and will complete an independent annual audit of the Partnership's financial records and publicly report such findings.
- b. TERM—This Agreement shall run for a period of three (3) years from the initial date of May 1, 2022 and shall be subject to renewal and renegotiations on or before the Agreement's expiration on April 30th, 2025.
- c. TERMINATION—In the event that either party should seek to terminate this Agreement, which may be terminated for any reason whatsoever, the party seeking to terminate the Agreement shall give written notice of no less than one hundred eighty (180) days to the other party prior to termination of said Agreement. The foregoing notwithstanding, termination of this Agreement shall occur no earlier than six months following the expiration of the then current annual appropriation. At the expiration or termination of this Agreement the Partnership shall deliver to the City any unexpended City funds, which shall be identified as the pro-rata percentage of the City's overall contribution to the Partnership's budget for the current year of operations. All items of tangible property will be considered purchased by the Partnership from private sector membership and shall be considered Partnership property. The City agrees that if the City terminates this Agreement, it will reimburse the Partnership for any reasonable contractual obligations agreed to or incurred by the Partnership in furtherance of this approved Agreement prior to receiving written notice of the termination.
- d. INDEPENDENT CONTRACTOR—It is specifically acknowledged, understood, and agreed that the Partnership will be acting as a free and independent contractor under the terms of this Agreement and that no person employed by the Partnership in any capacity

Exhibit A

whatever shall be considered to be an employee of Grain Valley for any purpose whatsoever. The parties hereto each agree that they shall not:

- i. Represent in any manner the relationship between them to be anything other than an independent contractor relationship, or
 - ii. Represent in any manner that either party has any authority to bind the other in any third-party contractual relationships whatsoever or as to any financial incentive that may be made available to a third-party.
- e. Under this Agreement, the City shall not be deemed to be the employer, partner, joint venture, an associate or any kind of legal designee of Partnership in connection with or flowing from this Agreement, other than that of an independent contractor.
- f. The Partnership shall have exclusive control over the methods and the order in which work arising under this Agreement is accomplished.
- g. ASSIGNMENT—This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by the PARTNERSHIP without the express, written permission of Grain Valley.
- h. SUBCONTRACTORS—The Partnership, subject to policies and procedures adopted by the Partnership, may engage the services of any subcontractors or other professional associates in connection with services covered by this Agreement. The City of Grain Valley shall not be liable or responsible for funding any agreements, obligations, or services beyond those which are specifically approved by the City.
- i. EXTRAORDINARY BUDGET ISSUES—During the course of this Agreement, the Partnership agrees to comply with any unique request from the City to reduce budget spending. Such requests would be consistent with any other budget reductions or financial amendments imposed on other City departments and/or service areas. The Partnership may, apart from the normal budgeting process, request from the City, additional emergency funding needed because of unforeseen circumstances, soaring costs, or other unique expenses related to a one-time development opportunity not anticipated or known at the time the budget was prepared and approved. Such request shall be made in writing to the City Administrator. The City is under no obligation to approve such request.
- j. DEFAULT—Grain Valley, at its option, may by written notice to the Partnership, declare this Agreement in default if the Partnership defaults in the performance of any of its obligations. In the event the Partnership is given written notice of the default, the Partnership shall have thirty (30) days to cure the default from the date of the written notice requiring a default to be cured. If the default is not cured within the thirty (30) day time period, Grain Valley may immediately terminate the Agreement notwithstanding any provisions herein to the contrary. The Partnership, at its option, may by written notice to Grain Valley, declare this Agreement in default if Grain Valley defaults in the performance of any of its obligations hereunder. If Grain Valley fails to cure said default within thirty (30) days of the date of the written notice requiring default to be cured, the

Exhibit A

Partnership may immediately terminate the Agreement notwithstanding any provision herein to the contrary.

- k. INDEMNIFICATION—The Partnership shall indemnify to the extent permitted by law and save harmless and defend Grain Valley, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of the Partnership, its agents, servants or employees occurring in the performance of activities or services under this Agreement. To the extent permitted by law, Grain Valley shall indemnify and hold the Partnership harmless and defend the Partnership, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever or whatsoever kind or nature arising out of error, omission or negligent act of Grain Valley, its servants or employees in the performance of services under this Agreement but only to the extent of damages directly resulting from the error, omission or negligent act.
- l. NOTICES—When either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:
 - City of Grain Valley:
City Administrator
711 S. Main Street, Grain Valley Missouri 64029
 - Grain Valley Partnership:
1452 Eagles Parkway
Grain Valley, Missouri 64029.
- m. MODIFICATIONS—No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto.
- n. SEVERABILITY—If any provision of this Agreement is held illegal or unenforceable, such provision shall be severed and shall be inoperative, with the remainder of this Agreement remaining operative and binding on the parties

Exhibit A

Witnessed whereof, the parties have hereunto executed this Agreement this _____ day of _____ 2022, after being duly authorized by the Board of Aldermen of the City of Grain Valley and the Board of Directors of the Partnership.

CITY OF GRAIN VALLEY, MISSOURI

GRAIN VALLEY PARTNERSHIP

BY: _____

TITLE: _____

BY: _____

TITLE: _____

ATTEST:

_____, City Clerk

Ordinances

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	4/25/2022, 5/9/2022	
BILL NUMBER	B22-13	
AGENDA TITLE	AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR GREYSTONE PLAZA TRACT B	
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 ☒ No
PURPOSE	To gain final development plan approval for Greystone Plaza Tract B	
BACKGROUND	The BOA approved Ordinance 2549 on June 28, 2021 that changed the zoning on approximately 3.37 acres from District C-2 (General 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 very similar to the preliminary development plan and complies with the requirements of the City's land use regulations. There are a few minor revisions that are allowed by code and noted in Staff Report The development consists of a three (3) story 48-unit senior apartment building. The final development plan meets all the requirements of the City's regulations.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at their April 13,2022 meeting.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Final Development Plan, Landscape Plan, Building Elevations, Special Warranty Deed, Application

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-13

ORDINANCE NO.
SECOND READING
FIRST READING

April 25, 2022 (6-0)

**AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR
GREYSTONE PLAZA TRACT B**

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

WHEREAS, a meeting was held on April 13, 2022 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final development plan; and

WHEREAS, the Board of Aldermen is in acceptance of the final development plan.

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 for Greystone Plaza Tract B is approved.

SECTION 2: The property is legally described below:

All of Tract B, Greystone Plaza, A Subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof.

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

Read two times and PASSED by the Board of Aldermen this 9th day of May, 2022, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN CLEAVER _____
ALDERMAN MILLS _____

ALDERMAN BASS _____
ALDERMAN KNOX _____
ALDERMAN SKINNER _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

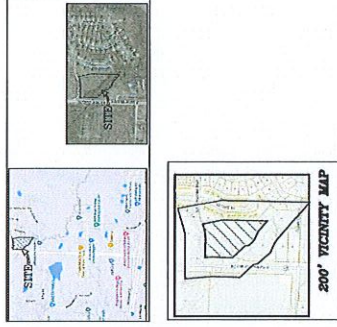
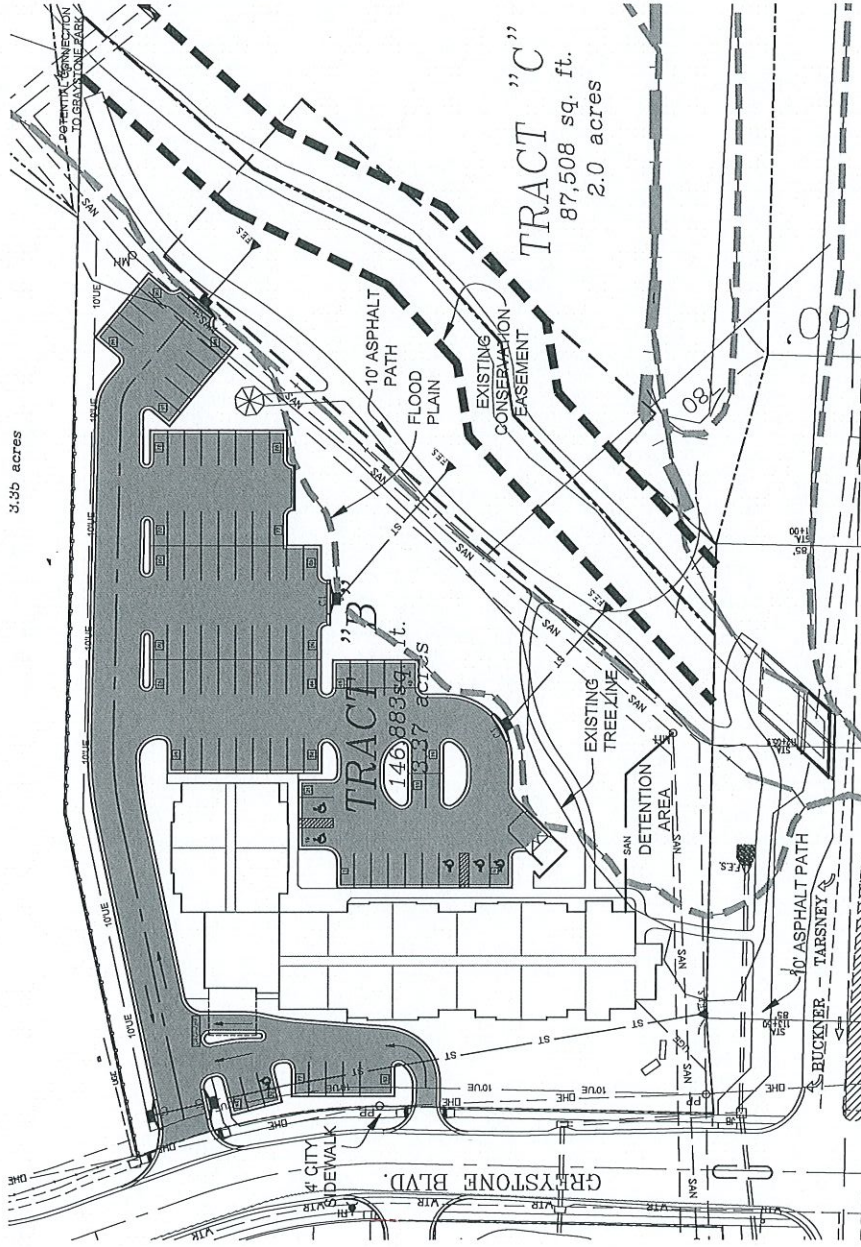
Mike Todd
Mayor

ATTEST:

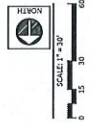
Jamie Logan
City Clerk

FINAL DEVELOPMENT PLAN FOR TRACT B OF GREYSTONE PLAZA 2ND PLAT

GRAIN VALLEY, MISSOURI
SECTION 27 TOWNSHIP 2 RANGE 10



- TRACT B
GREYSTONE WEST SENIOR APARTMENT
1. TOTAL LOT AREA = 3.37 ACRES
 2. PROPOSED 3-STORY 48-UNIT APARTMENT BUILDING
 3. TOTAL UNIT PER ACRE = 14.2 UNIT PER ACRE
 4. RESIDENTIAL ZONING = R-3-P
 5. PROPOSED PARKING = 6 ADA STALLS AND 80 REGULAR STALLS
 6. SEE LANDSCAPE PLAN FOR LANDSCAPING CALCULATION
 7. TOTAL GREEN SPACE = 1.72 ACRES (51%)
 8. NO PUBLIC SANITARY MAIN PROPOSED FOR THIS LOT
 9. NO PUBLIC R.O.W. PROPOSED FOR THIS LOT
 10. NO PUBLIC R.O.W. PROPOSED FOR THIS LOT
 11. EXISTING ZONING = R-3-P (NO PROPOSED CHANGES TO ZONING)
- REFER TO PRELIMINARY DEVELOPMENT PLAN FOR 4' DEPTH ASPHALT PATHWAY CONSTRUCTION.
- LEGAL DESCRIPTION: TRACT B OF GREYSTONE PLAZA A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI
- DEVELOPER: WINFIELD DESIGN/BUILD LLC (616-467-5191)

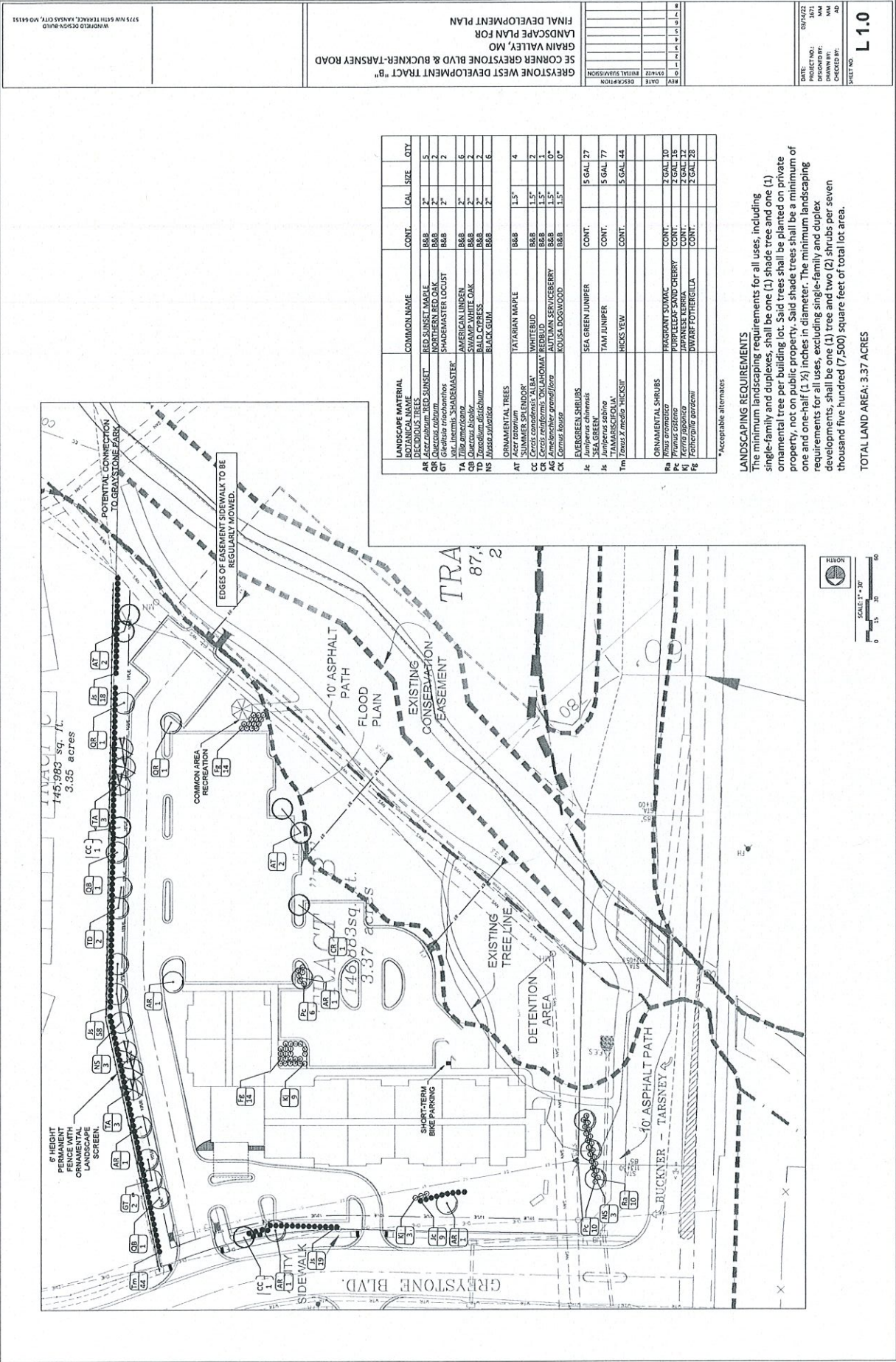


GREYSTONE WEST DEVELOPMENT TRACT "B"
SE CORNER GREYSTONE BLVD & BUCKNER-TARSENEY ROAD
GRAIN VALLEY, MO
FINAL DEVELOPMENT PLAN

REV	DATE	DESCRIPTION
1		
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DATE: 03/27/22
DESIGNED BY: MM
DRAWN BY: MM
CHECKED BY: AD
SHEET NO.

FP 1.0



**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	04/25/2022, 5/9/2022	
BILL NUMBER	B22-14	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 215 OFFENSES RELATED TO NONCONSENSUAL PORNOGRAPHY AND PUBLIC INDECENCY	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Chief James Beale, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available	Not Applicable
	New Appropriation Required:	[] Yes [X] No
PURPOSE	To amend Chapter 215 in order to charge and prosecute certain offenses.	
BACKGROUND	Chapter 215 Section VI Pornography lacks some important language needed to maximize enforcement of this ordinance. To protect the community's health, safety, morals, and/or general welfare, new language and additional sections have been added.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance
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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-14

ORDINANCE NO.
SECOND READING
FIRST READING

April 25, 2022 (6-0)

**AN ORDINANCE AMENDING CHAPTER 215 OFFENSES RELATED TO
NONCONSENSUAL PORNOGRAPHY AND PUBLIC INDECENCY**

WHEREAS the City of Grain Valley's Board of Aldermen and Police Department have recognized the need to amend the language in Chapter 215, Article VI Pornography of the Code of Ordinances to protect the public from the dissemination of private sexual images;

WHEREAS, the City of Grain Valley's Board of Aldermen and Police Department have recognized the need to amend the language in Chapter 215, Article VI Pornography of the Code of Ordinances to protect the public.

WHEREAS, the City of Grain Valley's Board of Aldermen and Police Department have recognized that to protect the community's health, safety, morals, and/or general welfare, such ordinances are required.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS:**

Section 1: Section 215.186 of the Code of Ordinances of the City of Grain Valley, Missouri shall be adopted as follows:

Section 215.186 Nonconsensual Dissemination of Private Images Definitions

As used in Sections 215.186 through 215.188, the following words shall have the meanings set out herein:

COMPUTER

A device that accepts, processes, stores, retrieves, or outputs data and includes, but is not limited to, auxiliary storage and telecommunications devices connected to computers.

CONSENT

Affirmative, conscious, and voluntary authorization by an individual with legal capacity to give authorization.

DATA

A representation in any form of information, knowledge, facts, concepts, or instructions including, but not limited to, program documentation, that is prepared or has been prepared in a formalized manner and is stored or processed in or transmitted by a computer or in a system or network. Data is considered property and may be in any form including, but not limited to, printouts, magnetic or optical

storage media, punch cards, data stored internally in the memory of the computer, or data stored externally that is accessible by the computer.

DEPICTED INDIVIDUAL

An individual whose body is shown in whole or in part in an intimate image.

DISCLOSURE

The transfer, publication, or distribution to another person. “Disclose” has a corresponding meaning.

IDENTIFIABLE

Recognizable by a person other than the depicted individual from any of the following:

- a. An intimate image itself; or
- b. An intimate image and identifying characteristics displayed in connection with the intimate image;

IDENTIFYING CHARACTERISTIC

Information that may be used to identify a depicted individual.

INDIVIDUAL

A human being.

INTIMATE IMAGE

A photograph, film, video recording, or other similar medium that shows any of the following:

- a. The uncovered genitals, pubic area, anus, or female post-pubescent nipple of a depicted individual; or
- b. A depicted individual engaging in or being subjected to sexual conduct.

INTIMATE PARTS

The fully unclothed, partially unclothed, or transparently clothed genitals, pubic area, or anus or, if the person is female, a partially or fully exposed nipple, including exposure through transparent clothing.

PERSON

An individual, estate, business or nonprofit entity, public corporation, or other legal entity.

SEXUAL CONDUCT

Includes all of the following:

- a. Masturbation which means physical stimulation of a person’s own genitals or pubic area for the purpose of sexual gratification or arousal of the person, regardless of whether the genitals or pubic area is exposed or covered;
- b. Genital, anal, or oral sex;
- c. Sexual penetration of, or with, an object;

- d. Bestiality;
- e. The transfer of semen onto a depicted individual;
- f. Knowing touching or fondling by the victim or another person or animal, either directly or through clothing, of the sex organs, anus, or breast of the victim or another person or animal for the purpose of sexual gratification or arousal;
- g. Transfer or transmission of semen upon any part of the clothed or unclothed body of the victim for the purpose of sexual gratification or arousal of the victim or another;
- h. Act of urination within a sexual context;
- i. Bondage, fetter, sadism, or masochism; or
- j. Sadomasochism abuse in any sexual context.

Section 2: Section 215.187 of the Code of Ordinances of the City of Grain Valley, Missouri shall be adopted as follows:

Section 215.187 Nonconsensual Dissemination of Private Sexual Images

- A. A person commits the offense of nonconsensual dissemination of private sexual images if he or she:
 - 1. Intentionally or recklessly disseminates an image with the intent to harass, threaten, or coerce another person:
 - i. Who is at least eighteen years of age;
 - ii. Who is identifiable from the image itself or information displayed in connection with the image; and
 - iii. Who is engaged in a sexual act or whose intimate parts are exposed in whole or in part.
 - 2. Obtains the image under circumstances in which a reasonable person would know or understand that the image was to remain private; and
 - 3. Knows or should have known that the person in the image did not consent to the dissemination.
- B. The following activities are exempt from the provisions of this section:
 - 1. The intentional dissemination of an image of another identifiable person who is engaged in a sexual act or whose intimate parts are exposed if the dissemination is made for the purpose of a criminal investigation that is otherwise lawful;
 - 2. The intentional dissemination of an image of another identifiable person who is engaged in a sexual act or whose intimate parts are exposed if the dissemination is for the purpose of, or in connection with, the reporting of unlawful conduct;
 - 3. The intentional dissemination of an image of another identifiable person who is engaged in a sexual act or whose intimate parts are exposed if the image involves voluntary exposure in a public or commercial setting; or
 - 4. The intentional dissemination of an image of another identifiable person who is engaged in a sexual act or whose intimate parts are exposed if the dissemination serves a lawful public purpose.
- C. Nothing in this section shall be construed to impose liability upon the following entities solely as a result of content or information provided by another person “Harm”

includes physical harm, economic harm, and emotional distress whether or not accompanied by physical or economic harm.

1. An interactive computer service, as defined in 47 U.S.C. Section 230(f)(2);
2. A provider of public mobile services or private mobile radio services; or
3. A telecommunications network or broadband provider.

Section 3: Section 215.188 of the Code of Ordinances of the City of Grain Valley, Missouri shall be adopted as follows:

Section 215.188 Threatening the Nonconsensual Dissemination of Private Sexual Images

- A. A person commits the offense of threatening the nonconsensual dissemination of private sexual images if he or she gains or attempts to gain anything of value, or coerces or attempts to coerce another person to act or refrain from acting, by threatening to disseminate an image of another person, which was obtained under circumstances in which a reasonable person would know or understand that the image was to remain private, against the will of such person:
- a. Who is at least eighteen years of age;
 - b. Who is identifiable from the image itself or information displayed in connection with the image; and
 - c. Who is engaged in a sexual act or whose intimate parts are exposed in whole or in part.

Section 4: Section 215.216 of the Code of Ordinances of the City of Grain Valley, Missouri shall be adopted as follows:

Section 215.216 Indecent Exposure

- A. A person commits the offense of indecent exposure if such a person:
1. Exposes his or her genitals under circumstances in which he or she knows that his or her conduct is likely to cause affront or alarm;

Section 5: This ordinance shall be in full force and effect from and after its passage and approval.

Section 6: Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

Read two times and PASSED by the Board of Aldermen this 9th day of May, 2022, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN CLEAVER _____
ALDERMAN MILLS _____

ALDERMAN BASS _____
ALDERMAN KNOX _____
ALDERMAN SKINNER _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/9/2022	
BILL NUMBER	B22-15	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 225, NUISANCES, OF THE CODE OF ORDINANCES, IN SECTIONS 225.010 (DEFINITIONS), 225.030 (ENUMERATION) AND 225.050 (WEEDS)	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To amend the nuisance code to add the definition of habitual violations and establish if a violation occurs more than twice within a 12-month period by the same person on the same property for a nuisance listed under Section 225.030 or 225.050 (Weeds) then a general order of summons (GOS) can be issued and property abated without further notice.	
BACKGROUND	The Code Enforcement Officer is consistently issuing notice of violations to the same person for the same property. As currently written, the Code Enforcement Officer must start over for each new violation. This process takes some time and is very upsetting to neighbors when the violation occurs over and over again.	
SPECIAL NOTES	None	
ANALYSIS	None	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance.

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-15

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE AMENDING CHAPTER 225, NUISANCES, OF THE CODE OF
ORDINANCES, IN SECTIONS 225.010 (DEFINITIONS), 225.030 (ENUMERATION)
AND 225.050 (WEEDS).**

WHEREAS, the Mayor and the Board of Aldermen are committed to the public health, safety and welfare of the community; and

WHEREAS, Chapter 225 of the Code of Ordinances is titled “Nuisances” and pertains to property violations such as litter, trash, refuse and weeds; and

WHEREAS, the Community Development Department has found repeated violations on the same property by the same occupant more than twice within a 12-month period; and

WHEREAS, the Community Development Department is proposing in lieu of starting the enforcement process over from scratch each time the same violation occurs, that the term “Habitual Violations” and enforcement be included in Chapter 225.

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

SECTION 1: That Chapter 225, Nuisances, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

225.010 Definitions

Habitual Violations as used in this Chapter shall be any violation(s) on the same property by the same occupant more than twice within a 12-month period

225.030 Enumeration (A) (7)

Litter, trash, refuse on public or private property. All ashes, cinders, slops, filth, excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, eggshells, oyster shells, or cans, dust, brush, logs, wood paper trash, rubbish, plastic manure, refuse, offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit or vegetables, broken ware, rags, iron or other metal, old wearing apparel, all animals or vegetable matter, all dead animals or any

other offensive or disagreeable substance or thing thrown or deposited by anyone in or upon any street, sidewalk, park, public square, public enclosure, lot, vacant or occupied, stream or waterway, or pond or pool of water.

225.030 Enumeration (A) (12)

Habitual Violations. If more than twice within a 12-month period a repeat violation of the same ordinance by the same person on the same property is reported, the City may, without further notification, issue a general order of summons (GOS) and have the violation abated and the cost of the same shall be billed in a manner as described in Section 225.050 (F)

225.050 Weeds (G)

Habitual Violations. If more than twice within a 12-month period a repeat violation of the same ordinance by the same person on the same property is reported, the City may, without further notification, issue a general order of summons (GOS) and have the violation abated and the cost of the same shall be billed in a manner as described in Section 225.050 (F)

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or enforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION 4: All existing Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Read two times and PASSED by the Board of Aldermen this ____ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN SKINNER	_____	ALDERMAN KNOX	_____
ALDERMAN ARNOLD	_____	ALDERMAN MILLS	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

INTENTIONALLY LEFT BLANK

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	5/9/2022	
BILL NUMBER	B22-16	
AGENDA TITLE	AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY IN GRAIN VALLEY, MISSOURI TO SCOTTISH INVESTMENTS, LLC AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO EFFECTUATE AND CLOSE SAID TRANSACTION	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To sell city owned property known as the "Nichols Building" at 513 and 517 Gregg Street.	
BACKGROUND	The city purchased the "Nichols Building" in April of 2018. The only tenant in the building since that time has been the Grain Valley Assistance Council. The Board of Aldermen made the decision to issue and RFP to get proposals on the purchase and use of the property and responses were due on March 7 th .	
SPECIAL NOTES	The city has allowed the Grain Valley Assistance Council (GVAC) to occupy 513 A & B Gregg for their offices/store. The Board of Aldermen wanted to ensure that GVAC was able to stay in the location for a minimum of one year.	

ANALYSIS	After reviewing the three proposals (Scottish Investments, LLC, Grain Valley Assistance Council, First Baptist Church of Grain Valley) it was decided to move forward with the proposal From Scottish Investments to purchase both 513 and 517. The proposal allows for GVAC to remain in their current space for up to 15 years. The remaining 1/3 of the 513 building will be turned into a small office/retail space. 517 Gregg will see the existing office space renovated to house Patel Real Estate Services. The larger, open portion of the building will be used for a larger production facility for Iron Kettle Brewing and an entertainment space. The space to the east of the building will be developed into an outdoor patio area for the entertainment venue. This proposal fits with the vision for the redevelopment and investment in downtown that has been a priority for staff, the public and the Board.
PUBLIC INFORMATION PROCESS	The Request for Proposals was published in the Examiner and at www.cityofgrainvalley.org .
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Proposal, Contract

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-16

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY IN
GRAIN VALLEY, MISSOURI TO SCOTTISH INVESTMENTS, LLC AND
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY
DOCUMENTS REQUIRED TO EFFECTUATE AND CLOSE SAID TRANSACTION**

WHEREAS, the Mayor and Board of Aldermen authorized the City Administrator to negotiate the sale of real property located in Grain Valley, Jackson County, Missouri; and

WHEREAS, the negotiated and agreeable terms for both the City and the Buyer resulted in a sale price of \$222,225; and

WHEREAS, the real estate transaction is ready for contract execution and closing pending authorization by the Board of Aldermen for the City Administrator to execute all necessary documents required to effectuate the transaction; and

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

SECTION 1: Approval and Ratification:

The sale of certain described real property by the City of Grain Valley, Missouri, to Scottish Investments, LLC, as set forth in “Commercial Real Estate Sales Contract”.

SECTION 2: Authority to Execute Closing Documents:

The City Administrator is hereby authorized to execute any and all documents required to effectuate the transactions identified in this ordinance.

Read two times and PASSED by the Board of Aldermen this ____ day of May, 2022, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN CLEAVER _____
ALDERMAN MILLS _____

ALDERMAN BASS _____
ALDERMAN KNOX _____
ALDERMAN SKINNER _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk



COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: City of Grain Valley

BUYER: Scottish Investments LLC, and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A (Legal Description) attached hereto, such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following:

all of which is commonly known and numbered as 513-517 Gregg St, in the City of Grain Valley in Jackson County, State of MO.

Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: Lease with the Grain Valley Assistance Council. (See Paragraph 24)

4. PURCHASE PRICE: The Purchase Price is Two Hundred Twenty-two Thousand Two Hundred Twenty Dollars (\$ 222,225.00) which Buyer agrees to pay as follows:

a. Five Thousand DOLLARS (\$ 5,000.00) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within (10 days if the Property is located in Missouri) or (5 days if the Property is located in Kansas), in the insured trust or escrow account of Stewart Title ("Escrow Agent") as part of the consideration of the sale;

b. The balance to be paid in the following manner: Two Hundred Seventeen Thousand Two Hundred Twenty Dollars (\$ 217,225), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any]

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Stewart Title on the 15th day of June, 2022 or prior thereto by mutual consent, and possession shall be delivered upon closing or as follows:

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than Thirty (30) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Stewart Title (the "Title Company"). Buyer shall have Fourteen (14) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have Fourteen (14) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than Fourteen (14) days after the end of the Title Cure Period.

(Check one) ☐ Seller ☒ Buyer assume responsibility for paying for a survey and shall order a survey of the Property as soon as possible and not later than Fourteen (14) days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such.

9. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for Thirty (30) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any written reports resulting from such inspections within Fourteen (14) days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have Fourteen (14) days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than Fourteen (14) days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have Thirty (30) days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer.

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that Keller Williams Platinum Partners and Keller Williams Platinum Partners, BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is(are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission of Ten (10) percent of the Purchase Price pursuant to the agreement between Seller and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.

Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within Fourteen (14) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within Fourteen (14) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) _____, 20____ or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

23. ADDENDA: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract **(Check Those Which Are Applicable):**

- ☒ **Exhibit A (Legal Description)**
☒ **Commercial Agency & Brokerage Disclosure Addendum**
☒ **Other** KWPP Franchise Addendum

- ☐ **Other** _____
☐ **Other** _____
☐ **Other** _____

24. ADDITIONAL TERMS:

Buyer shall honor existing lease dated April 1, 2019 between City of Grain Valley and the Grain Valley Assistance Council on 513 A & B Gregg St. The Buyer agrees to offer the Grain Valley Assistance Council up to a 15 year lease on 513 A & B Gregg St in order for them to locate a permanent future location.

Members of the buying entity are licensed real estate agents or brokers in the states of Missouri and/or Kansas.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

SELLER: _____

By: _____ Date _____

Name & Title: City of Grain Valley

BUYER: Scottish Innvestments LLC

DocuSigned by: _____ 4/19/2022 | 8:57 PM PT
 By: Nilesh Patel _____
 8D626A4548B4404A _____
 Managing Member Date

Name & Title: Scottish Innvestments LLC

By: _____ Date _____

Name & Title: _____

By: _____ Date _____

Name & Title: _____

Address: _____
 Street

City _____ State _____ Zip _____

Telephone #: _____

TAX ID #: _____

Address: _____
 Street

City _____ State _____ Zip _____

Telephone #: _____

TAX ID #: _____

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: Keller Williams Platinum Partners

Listing Agent: Nilesh Patel

Selling Broker: Keller Williams Platinum Partners

Selling Agent: Nilesh Patel

Escrow Agent: Stewart Title

Closing Agent: _____

Telephone #: 8165257000

Telephone #: 8163097604

Telephone #: 8165257000

Telephone #: 8163097604

Telephone #: 8169889306

Telephone #: _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 11/16. All previous versions of this document may no longer be valid. Copyright January 2022.



CITY OF GRAIN VALLEY

711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6206 Fax

2022 REQUEST FOR PROPOSALS FOR PURCHASE OF CITY OWNED PROPERTY AND THE SUBSEQUENT USE THEREOF RFP #2022-05

The City of Grain Valley is seeking interest of those with an intention to purchase property currently owned by the City of Grain Valley and will accept sealed proposals from qualified parties interested in providing the following:

**THREE (3) SIGNED COPIES
MUST BE RECEIVED BY:
3:00 P.M. March 7, 2022
LATE BIDS WILL NOT BE CONSIDERED**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL- CITY OWNED PROPERTY AND THE
SUBSEQUENT USE THEREOF 2022" 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 proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name Nilesh Patel & Jason Fenstermaker
for an entity to be named.

PO Box 2996

Address

Grain Valley, MO 64029

City/State/Zip

816-309-7604

Telephone #

816-384-2368

Fax #

npatel@patelgroupres.com

E-mail

Authorized Person (Print)

Signature

Members

Title

Date

a Missouri LLC

Entity Type

TBD

Tax ID #

**SEALED PROPOSAL-
CITY OWNED PROPERTY AND
THE SUBSEQUENT USE THEREOF 2022**

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

RFP #2022-05

Request for purchase of city owned property and the subsequent use thereof

OVERVIEW

i *The proposal contained within this document hopes to bring additional activity and uses to the properties located at 513 and 517 Gregg Street, while helping to maintain the spirit of community that has been a focal point of Grain Valley for many years. The proposal hopes to renovate the building in a manner that is conducive of pedestrian activities between other uses in the area while building on the character of the area. The proposal hopes to stimulate both daytime and evening activities in the downtown district of Grain Valley.*

THE DEVELOPMENT TEAM

i *The development team will consist of Nilesh Patel of the The Patel Group Real Estate Services LLC and Jason Fenstermaker of Iron Kettle Brewing.*

Nilesh Patel
Managing Member
The Patel Group Real Estate Services LLC
PO Box 2996
Grain Valley, MO 64029
816-309-7604
npatel@patelgroupres.com

Jason Fenstermaker
Managing Member
Iron Kettle Brewing
816-935-9004
Jason.ironkettlebrewing@gmail.com

QUALIFICATIONS

i *The development team has experience renovating buildings in many capacities. The team has worked together most recently on the renovation of 508 Main St, converting an older retail storefront into the Iron Kettle Brewing Co. The team has been in real estate development/construction and renovation for nearly 20 years.*

Nilesh Patel

Licensed Real Estate Broker

Specializing in Real Estate Investments

Experience building and renovating homes since 1999

Experience in Commercial Development, including the construction of the Comfort Inn & renovation of Iron Kettle Building in Grain Valley.

Land Development

Consulted on several land developments, and apartment conversion renovations.

Jason Fenstermaker

Licensed Real Estate Agent

Owner/Operator of Iron Kettle Brewing

Experience in Commercial Development including the renovation of the Iron Kettle Building in Grain Valley.

PROJECT CONCEPT

i *513 Gregg Street- Parcel 37-820-10-02-02-2-00-000*

- The goal of the overall concept of 513 Gregg Street is to allow the space to help foster the spirit of community while giving back to organizations that are a vital part of Grain Valley.
- The Grain Valley Assistance Council (GVAC) will continue to operate in the southern 2/3 of the building for 15 years.
- The northern 1/3 of the building will be renovated into small retail/office space. The initial hope for that space is to continue with the spirit of community that the GVAC helps to promote. Our initial hope is to partner with the school district to have a retail outlet that is owned and operated by the students of GVHS to help teach small business operations and ownership. Students will learn how to run a business from sales, inventory management, marketing, and business management.
- Other not for profit organizations have also expressed an interest in locating there.
- Alternative uses for the space would be to create affordable office space to help act as a business incubator for startup businesses. The hope here is that other small businesses like Iron Kettle or The Patel Group can have an affordable option to get their businesses off the ground.
- All uses facing Gregg Street will be uses that are appropriate for the surrounding businesses and organizations. Our intent is to be good neighbors and help strengthen the downtown community.

i *517 Gregg Street- Parcel 37-820-10-02-01-0-00-000*

- The goal of the overall concept of 517 Gregg Street is to allow the space to transition from an office use on Gregg Street to a more active use of the space for the entire community to enjoy along Walnut Street.
- The existing office space on the western quarter of the building will be renovated to relocate 6 full-time jobs and several part-time positions of the Patel Group Real Estate Services LLC from their current offices in Lee's Summit. The company hopes to eventually build a new office in the Grain Valley after getting established for a few years in the Gregg Street location and allow the entertainment venue to expand.

- Iron Kettle Brewing is in need of a larger facility for craft beer production. They have outsourced some of their production to a facility in Lee's Summit. With a larger production facility they could potentially increase their output to the point that they can distribute to other locations and stores. The demand for the product is high, but without a facility to manufacture the product they currently cannot meet that demand. In conjunction with the brewing operations, tours can be given, and a small tasting room will be a part of the location.
- The building at 517 Gregg is large enough to not only have room for a full-scale brewing system but also an entertainment space. The entertainment space we are looking into bringing to the area will possibly include ax throwing lanes, a pickle ball court, corn hole and golf simulators. We are looking to have an entertainment venue with a small bar area that also serves small plate foods. This use will pair well with the production facility.
- Additionally, the space to the east of the building would be developed into an outdoor patio area for the entertainment venue. That would help continue to build the active downtown vibe that has been started with Iron Kettle and other businesses that are entering the downtown district.

PROJECT DESCRIPTION/INTENDED DESIGN

i *The buildings need the majority of their renovations on the interior. To be suitable for occupancy the office retail spaces will need much attention. Additionally, the mechanical systems, plumbing and electrical will be updated. The interior will have a cosmetic renovation to create an atmosphere that is conducive for the themed entertainment options. The exterior also be addressed with updated paint colors & accents that can bring charm to the building.*

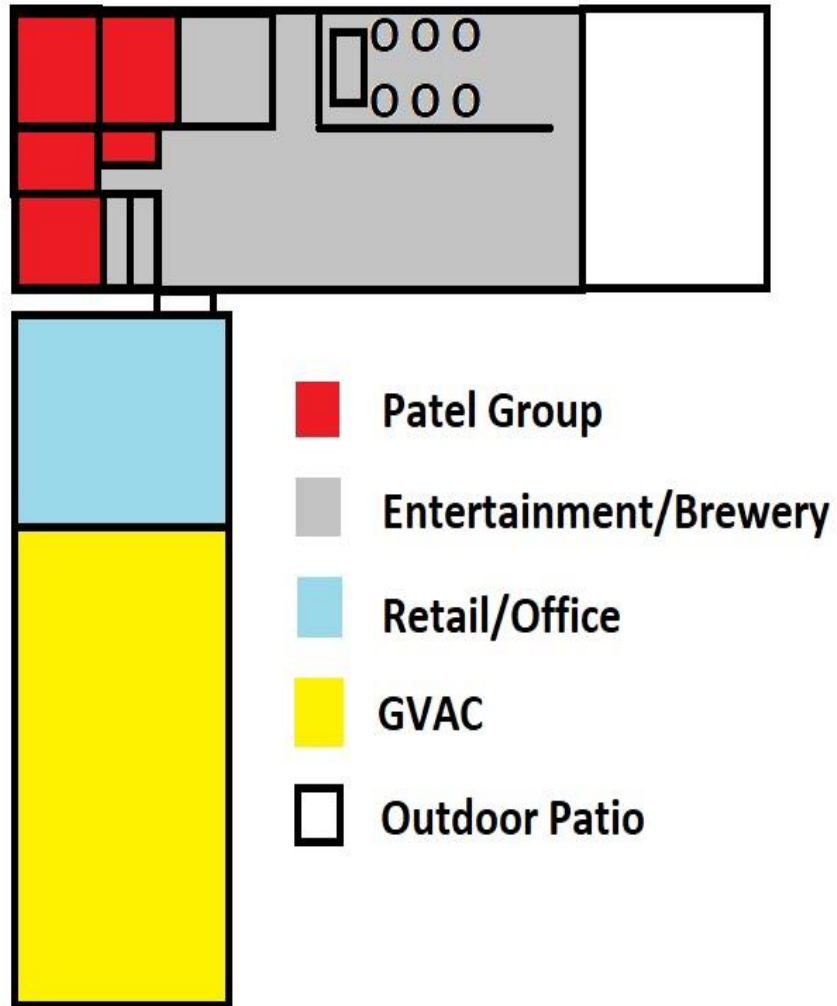
i **513 Gregg Street- Parcel 37-820-10-02-02-2-00-000**

- The Community Service League unit shall be left in the same condition.
- The northern 1/3 of the building will be taken down to a white box for retail/office uses.
- The entries will be reworked to allow for ADA accessibility.
- New landscaping and lighting will be used to make the building more inviting
- Roof & mechanicals will be investigated further to determine if improvements are needed.

i **517 Gregg Street- Parcel 37-820-10-02-01-0-00-000**

- Outdoor Patio: with steel/iron decorative fencing. Outdoor lighting will be added to create a warm and inviting space. A potential roof overhang may be designed for future use.
- Brewing production facilities: The northern length of the 517 Gregg building will house the stainless-steel brewing tanks and fermenters.
- Entertainment Venue: the open space will be cosmetically enhanced to complement the activities in the entertainment venue. Lanes for ax throwing may be constructed, multi use space for activities such as pickle ball and corn hole will be designed and space is available for golf simulators.
- Back-room prep areas will be designed, along with the appropriate restroom facilities.
- A bar area will be constructed to serve the customers. A small tasting room will also be designed to house groups coming in for a tour of the operations.
- The existing office space on the western quarter of the building will be renovated with new commercial grade flooring, paint, décor. The restrooms and break area will be renovated.
- The exterior of the building will be enhanced with updated paint, lanterns and trim accents/shutters.
- The roofs may get replaced and solar panels will be investigated for the southern slope of the roof.

Conceptual Floorplan



Design Elements



The example to the left shows some of the design features that can be incorporated on the exterior. It can have an updated look with a light neutral paint scheme, shutters, black guttering for accent. Additionally exterior lanterns or accent lighting will enhance the property in the evenings.

A glass garage door may be used to enhance a proposed covered patio. The roof structure may cover a portion of the patio to allow guest to enjoy the rays but still be protected from the weather.



The garage door will also enhance the décor of the interior. The interior can also have a rustic to industrial type look depending on the theme the entertainment venue would like to pursue.

PROJECT TIMELINE

i *The building renovations on the office space will occur immediately, with the brewing facility being constructed upon fabrication of the custom brewing equipment. Prior to having the brewing space operational all interior construction shall be complete however interior finishes, exterior patios, exterior building, and furniture installation of the entertainment venue shall take place at a pace that can accommodate a spring to early summer opening as this is ideal for the viability of that component of the business. All businesses should be up and running with in a one-year time frame.*

- Upon Closing: Architect will be authorized to complete plans and file any building permits
- 2 Months After the Purchase: Office/Retail Space shall be suitable to occupy. Any existing space for Grain Valley Assistance Council that may be acquired shall be occupied during any renovations.
- 3-4 Months After the Purchase: Brewery operations shall be complete with white box finish of remaining areas for entertainment venue.
- 5-12 Months After the Purchase: Interior finishes shall be complete, exterior patio and other exterior renovations shall be completed.
- Future expansion: A covered area of the patio can be built upon necessity, possibly during winter months when patio is not in use.
- Future renovations: Functional renovations including new roof and solar panels to be installed upon end of useful life of existing roof.

PURCHASE PRICE

i *It has come to our attention that some institutions may have an interest in a portion of the properties that are a part of this RFP. It is our intention to be cooperative members of the community and work out what may be in the best interest of all parties involved. Thus, we have two price options included in our proposal. One for both parcels and another for just the parcel located at 517 Gregg St.*

i **Option A- Purchase of Both 513 & 517 Gregg St**

- Purchase Price: \$200,000
- Earnest Deposit: \$5,000
- Closing Timeframe: 60 Days
- Subject to GVAC Lease continuing, at same terms agreed upon by the city, for a period of 15 years.
- Buyers shall continue to work in good faith to help GVAC find a permanent location upon expiration of the 15-year term or at an earlier time mutually agreed upon by all parties.
- Use to have no additional parking requirements needed if applicable by current city code.
- This proposal is valid for 120 days from the RFP deadline of March 7, 2022.

i **Option B- Purchase for 517 Gregg St Only**

- Purchase Price: \$144,000
- Earnest Deposit: \$5,000
- Closing Timeframe: 60 Days
- Subject to removal of breezeway connecting both buildings and enclosure of doorways.
- Use to have no additional parking requirements needed if applicable by current city code.
- This proposal is valid for 120 days from the RFP deadline of March 7, 2022.

PURCHASE PRICE COMPARABLE ANALYSIS

i The purchase price derived in the previous section was established by market conditions and the current state of the buildings. Also, the financial viability of the buildings are impacted by the lack of access and use restrictions imposed by the RFP.

Comparable Sales

Following is a list of comparable sales with adjustments for condition and square footage.

Description	Price	Sq Ft	Price/Sq Ft	Condition
508 Main St Grain Valley, MO- sold 4/15/20	\$112,000	2508	\$44.66	Fair
511 James Rollo Drive Grain Valley, MO – sold 6/22/21	\$125,000	4600	\$27.17	Poor
510-12 N Main St Grain Valley, MO – sold 9/15/20	\$293,500	8800	\$33.35	Good
516-518 N Main St Grain Valley, MO – Pending contract	\$410,000	7300	\$56.16	Good
OPTION A				
513/517 Gregg St Grain Valley, MO – OFFER*	\$200,000	6640	\$30.12	Fair
OPTION B				
517 Gregg St Grain Valley, MO – OFFER PRICE	\$144,000	3200	\$45.00	Fair
OPTION A AFTER RENOVATIONS				
513/517 Gregg St Grain Valley, MO	\$350,000	6640	\$52.71	Good
OPTION A AFTER RENOVATIONS & ONE YEAR LEASE VALUE				
513/517 Gregg St Grain Valley, MO	\$374,000	6640	\$56.32	Good
OPTION B AFTER RENOVATIONS				
517 Gregg St Grain Valley, MO	\$269,000	3200	\$84.06	Good

- The \$45 per square foot price is fair but may be high compared to the cost to renovate and bring the building up to good condition. Our renovations are estimated run in excess of \$150,000 for both buildings initially (\$125,000 for 517 Gregg and \$25,000 for 513 Gregg respectively).
- 1/3 of the property is not available for income in the proposal on Option A. Though this is by choice, it is also because the development group is not willing to remove an active not for profit in the community from their current space without working out a mutually beneficial agreement. In our pricing we did consider the value of the space rented by GVAC at \$2,000 per month for only one year. That \$24,000 lease value figure as well as the renovation cost helped determine our offer price.

FINANCIAL BENEFIT TO THE COMMUNITY

i *The financial benefit to the community can be calculated to include more than the price of the property. Because there are no tax incentives being asked for, the city and other taxing jurisdictions can begin benefitting from an active use in the former city owned space. The analysis below indicates the true value of the redevelopment of the property by a private party.*

10 Year Collection of Revenues

Property/Ownership	Purchase	Valuation	City Property Taxes	City Sales Taxes	Annual Revenue to City	10 Year Total Revenues
City Continues to own	0	0	0	0	0	0
Private Party Purchases and Renovates (Option A)	200000	350000	1624	8750	10374	303740
Private Party Purchases and Renovates (Option B)	144000	269000	1248	8750	11622	260220

- Taxable sales at the entertainment venue are estimated at \$350,000 annually
- This analysis does not include any other potential taxable sales from a student run store.
- This analysis doesn't include any future increases in tax rates, valuations, or sales
- Total Revenues include the purchase price, 10 years of the city's portion of sales taxes and property taxes.
- The 10-year projections should be higher based on normal increases in property valuations.
- The effect of a renovated property in the area can help bolster other commercial values and will only add more revenue to the city.

SUMMARY

i *Our development team feels we have submitted a financially feasible proposal that takes into account multiple factors including balancing the city's desire to work with an established local not for profit as well as creating a vibrant downtown destination. The project will have additional benefits. Those are outlined below with a recap of the essential terms of the proposal.*

- Purchase price of either \$200,000 for the entire property or \$144,000 for 517 Gregg St only.
- Strong development team with a proven record of renovating or constructing commercial buildings in Grain Valley.
- Multiple uses planned to accommodate several opportunities for expansion of area businesses.
- Long term options for GVAC are proposed.
- New building being added to the tax rolls generating both sales and property taxes.
- New jobs being relocated to or created in Grain Valley.
- Renovation of a visible property in the downtown area.
- The ripple effect of a renovated property in the area helping to bolster other adjacent commercial values and thus adding more revenue to the city.

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	05/09/2022	
BILL NUMBER	B22-17	
AGENDA TITLE	AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	KEN MURPHY, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To adopt and enact a new code of ordinances	
BACKGROUND	The City contracts with General Code to provide an online Municipal Code. Grain Valley's code was originally codified in 1996 and while it has been updated continuously, there are inconsistencies, errors and outdated information that could affect the Code's enforceability. The project was a full recodification and allowed the code to be brought up to date and in line with state statutes. It is recommended that a full codification take place every 12-15 years.	

SPECIAL NOTES	This project began the end of 2020 and was projected to take 18-20 months to complete
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	Proposed zoning changes were brought before the Planning & Zoning Commission for a public hearing and discussion on April 13,2022 and by Public Hearing at the Board of Aldermen meeting May 9, 2022.
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommends approval
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Report of Final Codification Changes

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-17

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF
THE CITY OF GRAIN VALLEY, MISSOURI, ESTABLISHING THE SAME;
PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED
THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE
MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY
FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE
SHALL BECOME EFFECTIVE**

WHEREAS, the Board of Aldermen of the City of Grain Valley is charged with setting the Municipal Code for the City; and

WHEREAS, the Municipal Code that the City of Grain Valley is currently operating from was last fully codified in 1996; and

WHEREAS, the code was reviewed for inconsistencies, errors and state law updates and will continuously be codified semi-annually.

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

Section 1. Approval, Adoption and Enactment of Code.

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Grain Valley, County of Jackson, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Grain Valley"; which shall supersede all other general and permanent ordinances of the City passed on or before February 14, 2022, to the extent provided in Section 3 hereof.

Section 2. When Code Provisions Effective.

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. Repeal of Legislation Not Contained in Code; Legislation Saved From Repeal; Matters Not Affected By Repeal.

A. All ordinances of a general and permanent nature of the City adopted on final passage on or before February 14, 2022, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City.
2. Ordinances levying taxes or making special assessments.
3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.
4. Ordinances granting franchises or rights to any person, firm or corporation.
5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
6. Ordinances authorizing or relating to particular public improvements.
7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
9. Ordinances annexing property to the City.
10. All zoning and subdivision ordinances not specifically repealed and not included herein.
11. Ordinances establishing TIF districts or redevelopment districts.
12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).

13. All ordinances relating to personnel regulations (e.g., pensions, retirement, job descriptions and insurance, etc.).
 14. Ordinances authorizing the establishment of industrial development corporations.
 15. Ordinances establishing tax rates for the City.
 16. The contents of the Police Standard Operating Procedures documentation.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
- C. The repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. Amendments To Code.

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Grain Valley" shall be understood and intended to include such additions and amendments.

Section 5. Violations and Penalties.

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail. Further, if State Statute provides a lesser maximum penalty for any offense or category of offenses, such lesser maximum shall apply in lieu of the provisions herein.

- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. Applicability of General Penalty.

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. Filing of Copy of Code; Codes To Be Kept Up-To-Date.

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. Altering or Tampering With Code; Violations and Penalties.

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Grain Valley to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. Severability.

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if

any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. Effective Date.

This ordinance and the Code adopted hereby shall become effective immediately upon passage of this ordinance.

Read two times and PASSED by the Board of Aldermen this ____ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN CLEAVER _____
ALDERMAN MILLS _____

ALDERMAN BASS _____
ALDERMAN KNOX _____
ALDERMAN SKINNER _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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Staff Reports

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***Board of Aldermen Report
May 9, 2022***

(For the Month of April; 2022 YTD)

Permits Issued – 60; YTD 226

NSFR – 9; YTD 30
Duplex – 0; 0
Commercial New – 1; YTD 3
Commercial Other – 1; YTD 5
Residential Other – 14; YTD 56
Fence – 14; YTD 38
Roof -11; YTD 42
Pools – 0; YTD 0
Irrigation – 0; YTD 1
Right-of-Way – 7; YTD 32
Construction – 1; YTD 2
Signs – 1; YTD 11
Planning/Zoning – 1; YTD 6

Codes Enforcement & Inspections – 422; YTD 1,422

Total Building Inspections – 185; YTD 691
 Residential – 155; YTD 587
 Commercial – 10; YTD 58
 Misc. Stops- 20; YTD 46
Code Violation Inspections – 173; YTD 586
 New – 116; YTD 390
 Closed- 57; YTD 196
Utility Inspections – 64; YTD 145
 Sewer – 7; YTD 30
 Water – 4; YTD 14
 Sidewalks – 10; YTD 18
 Driveways – 13; YTD 23
 Right-of-Way – 0; YTD 0
 Final Grade – 5; YTD 9
 PW Finals – 25; YTD 51

Public Works

Work Orders Completed – 64; YTD 312
Utility Locate Requests – 501; YTD 1,635
Water Main Taps – 4; YTD 11
Water Meters –
 New Construction Install – 2; YTD 19
 Repairs – 9; YTD 14
 Replacement – 0; YTD 0
 Replacement Program – 0; YTD 0

Additional Items –

Meter repair for customer who lost 200 gallons of water.
Raised meter pit for customer and repaired meter pit for another customer.
Assisted Jerry at Parks & Rec department back filling trenches.
Dug trenches for the Fire Department.
Started on concrete work on Gateway for CIP road repairs.
Filled in potholes on multiple streets.

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

SMC

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: GRAIN VALLEY		Reporting Period: Apr 2, 2022 - May 2, 2022	
Mailing Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029					
Physical Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: KARI BOARDMAN			E-mail Address: kboardman@cityofgrainvalley.org		
Municipal Judge: Susan Watkins					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		1	27	8	
B. Cases (citations/informations) filed		2	64	34	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	5	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	7	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	12	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	79	42	
E. Trial de Novo and/or appeal applications filed		0	0	0	
III. WARRANT INFORMATION (pre- & post-disposition)					
1. # Issued during reporting period		0	IV. PARKING TICKETS		
2. # Served/withdrawn during reporting period		0	1. # Issued during period		
3. # Outstanding at end of reporting period		0	0		
			☐ Court staff does not process parking tickets		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: Apr 2, 2022 - May 2, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$806.00	Court Automation	\$70.00
Clerk Fee - Excess Revenue	\$108.00	Total Other Disbursements	\$70.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$3.33	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,296.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$917.33	Total Disbursements	\$1,296.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$155.50		
Clerk Fee - Other	\$12.00		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$10.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$71.30		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.37		
Law Enforcement Training (LET) Fund surcharge	\$20.00		
Domestic Violence Shelter surcharge	\$40.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$309.17		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report ☐	
Municipality: GRAIN VALLEY		Reporting Period: April, 2022	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address kboardman@cityofgrainvalley.org		iNotes ☐
Municipal Judge(s): SUSAN WATKINS		Prosecuting Attorney: JEREMY COVER	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	101	1,789	404
B. Cases (citations / informations) filed	0	0	0
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	5	3
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	1	0
6. dismissed by court	1	4	13
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	10	16
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	96	1,779	388
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	IV. PARKING TICKETS
1. # Issued during reporting period	15
2. # Served/withdrawn during reporting period	18
3. # Outstanding at end of reporting period	457
☐ Court staff does not process parking tickets	

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: MunicipalDivisionReports@courts.mo.gov

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: April, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 519.13	EQUIPMENT REIMB DWI	\$ 39.50
Clerk Fee - Excess Revenue	\$ 48.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 1.48		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 568.61		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 1,555.15		\$
Clerk Fee - Other	\$ 190.63		\$
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 18.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 128.34		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 5.92		\$
Law Enforcement Training (LET) Fund surcharge	\$ 40.00		\$
Domestic Violence Shelter surcharge	\$ 80.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 3,241.71		\$
Parking ticket revenue(including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 5,259.75	Total Other Disbursements	\$ 131.35
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 5,959.71
INCARCERATION REIMBURSEMENT	\$ 16.85	Bond Refunds	\$ 1,925.00
OFFICER REIMBURSEMENT DWI	\$ 75.00	Total Disbursements	\$ 7,884.71

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

CITY OF GRAIN VALLEY

MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator
TO: Mayor & Board of Aldermen
CC: Ken Murphy, City Administrator
DATE: April 29, 2022
SUBJECT: Human Resources Update

April in Review

- Evaluating employee experience assessment data collected
- Compensation data comparison in progress
- Quarterly Safety Committee conducted
- Preparation for benefit Open Enrollment period in May

Current Positions Available

Full-Time

Position	Date Open	Applicants	Status
Public Works Maintenance Worker	4/7/21	21	Accepting Applications
Police Officer (2)	12/22/21	18	Accepting Applications/Interviewing
Public Information Officer	3/25/22	13	Accepting Applications/Interviewing
Accountant	4/4/22	7	Accepting Applications/Interviewing

Part-Time

- None

Seasonal

Position	Date Open	Applicants	Status
Swim Instructor	1/23/22	1	Open until filled
Park Maintenance	2/1/22	0	Open until filled
Public Works Maintenance	4/05/22	0	Open until filled

Promotions

- Jason Werges, Detective – May 2nd

Recently Filled Positions

- Concession Attendant(s)

May Anniversaries

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Jennifer Weems	Fin	19
Steven Craig	Fin	3
Jamie Logan	Admin	3