



**City of Grain Valley Board of Aldermen
Regular Meeting Agenda**

May 23, 2022

Amended

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 Wayne Geiger of First Baptist Church

ITEM IV: Pledge of Allegiance

- Alderman Rick Knox

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Proclamations

- None

ITEM VII: Citizen Participation

- Citizens are asked to please limit their comments to two (2) minutes

ITEM VIII: Consent Agenda

- May 9, 2022 – Board of Aldermen Regular Meeting Minutes
- May 23, 2022 – Accounts Payable
- May 23, 2022 – Destruction Certificate Community Development

ITEM IX: Previous Business

- None

ITEM X: New Business

- None

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

- ITEM XIII (A)**
R22-43
Introduced by Alderman Dale Arnold
A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Expend Funds to Purchase Security Surveillance Cameras
To replace the existing cameras that are no longer in service and purchase a new camera
- ITEM XIII (B)**
R22-44
Introduced by Alderman Tom Cleaver
A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Lease a Skid Steer for the Public Works Division to Complete Routine Tasks and Projects
To have equipment available to perform routine tasks in the Public Works Division on the street, water and sewer projects
- ITEM XIII (C)**
R22-45
Introduced by Alderman Rick Knox
A Resolution by the Board of Aldermen of the City of Grain Valley, Appointing Shawn Brady and Reappointing Brian Bray and Norm Combs to the Grain Valley Parks and Recreation Board for Three-Year Terms
To maintain the 9 seats on the Grain Valley Parks & Recreation Board
- ITEM XIII (D)**
R22-46
Introduced by Alderman Darren Mills
A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2022 Budget to Execute the Purchase and Installation of a New Compressor for the Grain Valley Community Center
To replace one of two Grain Valley Community Center HVAC compressors that is no longer operational
- ITEM XIII (E)**
R22-47
Introduced by Alderman Ryan Skinner
A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Twin Traffic Markings Corporation for Pavement Markings
To complete the 2022 CIP pavement project, with pavement marking on Duncan Rd and on Sni-A-Bar Blvd.
- ITEM XIII (F)**
R22-48
Introduced by Alderman Dale Arnold
A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Establishing the need to Amend the 2022 Budget to Increase the Agreement With Superior Bowen Asphalt Co. for the 2022 Pavement Maintenance Program
To rebuild SW Tisha Lane from SW August Lane to SW Gateway Court

ITEM XIV: Ordinances

ITEM XIV (A) **An Ordinance Amending Chapter 225, Nuisances, of the Code of Ordinances, in Section 225.010 (Definitions), 225.030 (Enumeration) and 225.050 (Weeds)**
B22-15
2ND READ

*Introduced by
Alderman
Darren Mills*

To amend the nuisance code to establish a definition and procedure for habitual violations

ITEM XIV (B) **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**
B22-16
2ND READ

*Introduced by
Alderman Ryan
Skinner*

To sell city owned property known as the "Nichols Building" at 513 and 517 Gregg Street

ITEM XIV (C) **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**
B22-17
2ND READ

*Introduced by
Alderman Dale
Arnold*

To adopt and enact a new code of ordinances

ITEM XIV (D) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget to Allocate Funding From Park Fund Reserves for the Purchase and Installation of a New Compressor for the Grain Valley Community Center**
B22-18
1ST & 2ND READ

*Introduced by
Alderman Tom
Cleaver*

To replace one of two Grain Valley Community Center HVAC compressors that is no longer operational

ITEM XIV (E) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget to Allocate Funding From Capital Improvement Fund Reserves for Additional Funding to the 2022 Pavement Maintenance Program**
B22-19
1ST & 2ND READ

*Introduced by
Alderman Rick
Knox*

To rebuild SW Tisha Lane from SW August Lane to SW Gateway Court

ITEM XV: City Attorney Report

- City Attorney

ITEM XVI: City Administrator & Staff Reports

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

ITEM XVII: Board of Aldermen Reports & Comments

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

ITEM XVIII: Mayor Report

- Mayor Mike Todd

ITEM XIX: Executive Session

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

ITEM XX: Adjournment

Please Note

The next scheduled meeting of the Board of Aldermen is a Workshop on May 31, 2022 at 6:00 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
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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 May 9, 2022, at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

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

-QUORUM PRESENT-

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Tom Cleaver

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: POLICE OFFICER OATH OF OFFICE

- CIRT K9 Officer Dozier was sworn in by City Clerk Logan

ITEM III: INVOCATION

- Invocation was moved to after the K9 Oath and was given by Pastor Darryl Jones of Crossroads Church

ITEM VII: PROCLAMATIONS

- MARC 50th Anniversary proclamation was presented to MARC Director of Early Learning and Head Start; Jovanna Rohs by Mayor Todd

ITEM VIII: CITIZEN PARTICIPATION

- Joanne Wassen-Honeywell; shared her story about an aggressive dog incident she experienced; She explained how an aggressive neighbor dog climbed under the fence and chased her and her two dogs; she is looking for answers on what is our aggressive dog policy; Chief stated he was aware of the incidents she spoke of and a dangerous dog ordinance was in process even before this incident; ACO Tuttle stated he is stepping up patrols in the neighborhood and is trying to locate the second aggressive dog from the second incident this morning; ACO has spoken to the owners of the first dog and will continue to address the owners of the first dog following the first incident

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

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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ITEM IX: CONSENT AGENDA

- April 25, 2022 – Board of Aldermen Regular Meeting Minutes
- May 9, 2022 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Bass*
 - No discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner
 - Nay:
 - Abstain:

-MOTION APPROVED: 6-0-

ITEM X: PREVIOUS BUSINESS

- None

ITEM XI: NEW BUSINESS

- None

ITEM XII: PRESENTATIONS

- Tasha Lindsey from the Grain Valley Partnership introduced the Board President, Kevin Girtz to the Board of Aldermen; Shared the progress of the Partnership over this past year; they have clarified their identity and logo and their mission; there are measurables/goals in place as well as several committees established; they have proactive schedules in place vs. reactive; Ms. Lindsey recalled the COVID times over the last two years and what the Partnership did to adapt and stay connected to its members and business community; they are back to in person meetings and their normal networking events; the Partnership is 5 years old this year; she has been with it for 4 ½ of those years; She has taken classes to further her education in Economic Development Practices; Membership structure has been revamped to match their new identity; Networking opportunities are available through the partnership at various times of day to try and meet the needs of the varying businesses; She addressed the negative candid Marketing survey responses and has been following up with Department of Economic Development and KCADC and offered tours and a meeting to respond to the negative feedback; She visited 15 businesses on the North side of town and shared there were concerns of the condition of Jefferson Street; She reviewed the Board of directors makeup and the members and the goals of the partnership goals for the year and her personal executive director goals for the year

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

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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- Alderman Cleaver asked how many members they would like to add by the end of the year and he confirmed when she will report back to the board again; he asked why a 3-year contract is being requested vs. an annual contract; Mr. Murphy stated annually they can review

ITEM XIII: PUBLIC HEARING

*-Mayor Todd opened the public hearing for **Chapter 400, Zoning Regulations and Chapter 405, Subdivision Regulations** at 7:34PM –*

- *Mr. Trosen stated this goes with Bill 22-17; when there are changes to zoning regulations; a public hearing is required; many updates were made as part of the recodification project conducted in conjunction with the editors and legal representatives from General Code who review any inconsistencies within the code as well as the City departments and legal representatives; P&Z conducted a public hearing on 4/13/2022; staff recommends approval*

- *No discussion by the board*

-Mayor Todd opened the floor to citizens for comment at 7:36 PM-

- *None*

*-Mayor Todd closed the public hearing for **Chapter 400, Zoning Regulations and Chapter 405, Subdivision Regulations** at 7:36 PM -*

ITEM XIV: RESOLUTIONS

Resolution No. 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

- *Alderman Mills moved to approve Resolution No. R22-40*
- *The Motion was Seconded by Alderman Knox*
 - *Utility Service Company has been utilized since 2007; this is how the clean drinking water is maintained and stays within compliance with water quality regulations; The City has been happy with their services and this is how we continue the quality*
 - *Alderman Knox asked how long the term of their contract is; it is year to year and items are laid out annually and will be brought back to the board annually*
 - *Alderman Bass asked what the three costs are; are they for General Maintenance or specific projects; the 3 estimates relate to the 3 facilities; the schedule in the packet sets out the life expectancy*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

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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- *Resolution No. R22-36 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-40 Approved: 6-0-

Resolution No. 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

- *Alderman Skinner moved to approve Resolution No. R22-41*
- *The Motion was Seconded by Alderman Knox*
 - This is the architect for the new Police Station; the information provided for the construction were from the first go around/bond; the figures are reflecting the new construction costs; there is additional money included for a site feasibility study at Butterfly Trail
- *Resolution No. R22-41 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-41 Approved: -6-0-

Resolution No. 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

- *Alderman Arnold moved to approve Resolution No. R22-42*
- *The Motion was Seconded by Alderman Mills*
 - This relates to the presentation this evening from the Grain Valley Partnership;; by law, the board can only approve contracts annually based on budget; the funding comes from the tourism fund tax
- *Resolution No. R22-42 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
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-Resolution No. R22-42 Approved: 6-0-

ITEM XV: 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 second reading by title only

- *Alderman Cleaver moved to accept the second reading of Bill No. B22-13 and approve it as ordinance #2585*
- *The Motion was Seconded by Alderman Bass*
 - None
- *Motion to accept the second reading of Bill No. B22-13 and approve it as ordinance #2585 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B22-13 BECAME ORDINANCE #2585 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 second reading by title only

- *Alderman Knox moved to accept the second reading of Bill No. B22-14 and approve it as ordinance #2586*
- *The Motion was Seconded by Alderman Cleaver*
 - None
- *Motion to accept the second reading of Bill No. B22-14 and approve it as ordinance #2586 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B22-14 BECAME ORDINANCE #2586 6-0-

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

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
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Bill No. B22-15: An Ordinance Amending Chapter 225, Nuisances, of the code of Ordinances, in Section 225.010 (Definitions), 225.030 (Enumeration) and 225.050 (Weeds)

Bill No. B22-15 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Mills moved to accept the first reading of Bill No. B22-15 and bring it back for a second reading by title only at the next regular meeting*
- *The Motion was Seconded by Alderman Knox*
 - The code enforcement officer sometimes receives multiple violations of the same item for the same person; This change to the code would define habitual violations and would make enforcement more expedient; after 2 repeat violations for the same item for the same person in a 12 month period, the process will change & without further notification, GSO and abatement would occur
 - Alderman Arnold asked if this violates due process; City Attorney Lauber stated no
- *Motion to accept the first reading of Bill No. B22-15 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. B22-16: 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

Bill No. B22-16 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Skinner moved to accept the first reading of Bill No. B22-16 and bring it back for a second reading at the next scheduled meeting*
- *The Motion was Seconded by Alderman Bass*
 - This is in response to the RFP for the Purchase/Use of the “Nichols Building”; the board at that time was very interested in the use of the building in the downtown area and the greater goal to revitalize the downtown area
 - Mayor Todd asked if the GVAC could stay in the building at least 1 year to relocate; this proposal provided 15 years
- *Motion to accept the first reading of Bill No. B22-16 and bring it back for a second reading*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
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was voted upon with the following voice vote:

- *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
- *Nay:*
- *Abstain:*

-Motion Approved 6-0-

Bill No. B22-17: 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

Bill No. B22-17 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Arnold moved to accept the first reading of Bill No. B22-17 and bring it back for a second reading at the next scheduled meeting*
- *The Motion was Seconded by Alderman Skinner*
 - This relates back to the Public Hearing and the 2-year process recodification project; General Code looked for inconsistencies, title changes, etc. including a legal review, editorial, department review- should be done every 12-15 years and the last time it occurred in 1996
- *Motion to accept the first reading of Bill No. B22-17 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-

ITEM XVI: CITY ATTORNEY REPORT

- None

ITEM XVII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
 - Written reports in the packet from HR, Court and Community Development
- Deputy City Administrator Theresa Osenbaugh
 - None
- Chief James Beale

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
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- None
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - The pool will be opened Memorial Day weekend on 5/28 at 12:00
- Community Development Director Mark Trosen
 - The contractor that was awarded the contract for the overlay program begins work Wednesday and paving on Friday; They will start up North on Duncan then work its way south for the 2022 program; Alderman Skinner asked how far on Duncan; all work scheduled is listed on the City's website
 - Last week a RFP for firms to prepare Comprehensive Plan updates and Parks Master Plan updates was posted; emails were sent to consulting firms; June 7 there will be a Q&A session here in the Chambers and then June 28 at 2PM is the due date for all proposals
- City Clerk Jamie Logan
 - None

ITEM XVIII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
 - A citizen contacted him re: fiber optics firm contracted in town and the concerns of quality of workmanship; this has been a topic of conversation; Mr. Trosen stated the City fields calls regularly and there is a bond from the contractor to call if the work is not to our satisfaction and contractors do not want that to happen
 - Citizens around Clover Park are sharing concerns regarding a block party for the owners and possibly one regarding the teenagers in that neighborhood to make sure the area remains safe; asking if the elected officials can help with those types of citizen events
 - Mayor Todd asked if Alderman Arnold can line up the details for a block party, that he may be able to assist finding sponsorships
- Alderman Shea Bass
 - Received a few calls from citizens regarding fiber contractors and said thank you for the staff fielding those calls
 - Requested an update on the handrails at the City Hall entrance; \$3,000 total for materials and labor; Mayor Todd asked if the board would like to move forward with more information to pursue this topic
- Alderman Tom Cleaver
 - Received concerns about Clover Park as well and thanked staff for following up on it

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

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- Alderman Rick Knox
 - On the AT&T items and asked if the plugs would be paved in the streets; yes
 - Asked if the City is inspecting the work done; he stated his yard was made a mess; Mr. Trosen stated they will make sure the restoration work is satisfactory before they let go of the bond; all citizens are encouraged to call with any issues; the inspector will stay on top of it; he asked if this is on the City website; Mr. Trosen stated there is the AT&T number online and they can call the City as well; Alderman Skinner stated an issue on Dillingham and wanted to make sure restored
- Alderman Darren Mills
 - None
- Alderman Ryan Skinner
 - Reiterated the contractor situation in town
 - Asked if there is a leash law; dogs should have leashes; there have been reports made about the incidents discussed in the Citizen Participation

ITEM XIX: MAYOR REPORT

- Board liaisons will be appointed at the next meeting and requested the board share their preferences with him

ITEM XX: 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, Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended and Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.*
- *Alderman Knox moved to close the Regular Meeting for items related to Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended, Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended and Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.*
- *The motion was seconded by Alderman Arnold*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner
 - Nay: None

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

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- *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 8:08 PM-

- *Alderman Knox moved to open the Regular Meeting*
- *The motion was seconded by Alderman Mills*
 - 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 OPENED AT 9:44 PM-

ITEM XXI: ADJOURNMENT

- The meeting adjourned at 9:44 P.M.

Minutes submitted by:

Jamie Logan
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Dale Arnold
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	17.93
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,438.31
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	315.00
		HAMPEL OIL INC	CJC FUEL	1,690.03
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	20.16
			AFLAC PRETAX	305.24
			AFLAC-W2 DD PRETAX	248.00
		MIDWEST PUBLIC RISK	DENTAL	171.56
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	324.50
			HSA	1,738.47
			HSA	43.97
			VISION	40.00
			VISION	43.27
			VISION	121.16
			VISION	14.47
		HSA BANK	HSA - GRAIN VALLEY, MO	375.13
			HSA - GRAIN VALLEY, MO	609.52
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	296.60
			FLEX PLAN	25.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	674.06
			MISSIONSQUARE 457	425.17
			MISSIONSQUARE ROTH IRA	49.35
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,763.97
			SOCIAL SECURITY	4,746.01
			MEDICARE	<u>1,109.95</u>
			TOTAL:	23,433.07
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	380.18
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	65.82
			PAPER, CALCULATOR, TAPE	2.17
		MIDWEST PUBLIC RISK	DENTAL	52.45
			HSA	498.94
			HSA	341.82
		HSA BANK	HSA - GRAIN VALLEY, MO	150.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	167.47
			MEDICARE	<u>39.16</u>
			TOTAL:	1,698.29
INFORMATION TECH	GENERAL FUND	SUMNERONE INC	PLOTTER MAINTENANCE	536.50
			PLOTTER MAINTENANCE	<u>541.00</u>
			TOTAL:	1,077.50
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	INSTALL CAT 6E CABLE AT CH	82.66
		GENERAL ELEVATOR	MAY 2022 SERVICE	90.00
		SC REALTY SERVICES	Custodial Services	1,062.27
		STANGER INDUSTRIES INC	REPLACE AHU #1	1,430.00
			REPLACE AHU #1	5,604.00
		MISSION ELECTRONICS INC	SERVICE CALL COUNCIL CHAME	275.00
		MARELLY AEDS & FIRST AID	AED BATTERY & SUPPLIES	<u>80.75</u>
			TOTAL:	8,624.68
ADMINISTRATION	GENERAL FUND	RICOH USA INC	50% MAILRM C85162118	101.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			50% ADMIN C85162117	48.62
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	373.62
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	6.54
			PAPER, CALCULATOR, TAPE	66.49
			PAPER/PENS/MARKERS/SUPPLIE	39.95
		COSENTINOS PRICE CHOPPER	DRINKS	41.21
		MIDWEST PUBLIC RISK	DENTAL	15.13
			DENTAL	0.82
			HSA	11.90
			HSA	257.20
		HSA BANK	HSA - GRAIN VALLEY, MO	63.04
			HSA - GRAIN VALLEY, MO	2.36
		CANDID MARKETING	BRANDING IMPLEMENTATION	8,500.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	220.31
			MEDICARE	51.54
		BAKING WITH A BASS LLC	COOKIES AND CUPCAKES	<u>75.00</u>
			TOTAL:	9,874.76
ELECTED	GENERAL FUND	COSENTINOS PRICE CHOPPER	WATER AND DRINKS	<u>16.77</u>
			TOTAL:	16.77
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2021 AUDIT	12,000.00
			2021 AUDIT	5,000.00
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	247.47
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	332.07
		HSA BANK	HSA - GRAIN VALLEY, MO	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	114.60
			MEDICARE	<u>26.80</u>
			TOTAL:	17,788.89
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING MARCH	140.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	246.87
		OFFICE DEPOT	PAPER, CALCULATOR, TAPE	17.14
			HP 80A TONER CARTRIDGE	199.99
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.63
			HSA	9.12
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	1.81
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	180.29
			MEDICARE	<u>42.16</u>
			TOTAL:	1,237.01
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	210.97
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	142.30
			MEDICARE	<u>33.28</u>
			TOTAL:	1,185.60
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.00
		ADVANCE AUTO PARTS	80 W90 GEAR OIL 1 QT	14.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NATURAL SHINE PROTECTOR	18.21
			LILTREE STRAWBERRY	3.51-
		OREILLY AUTOMOTIVE INC	GEAR OIL 1 QT	29.98
			BRAKE CLEANER 14 OZ	71.64
			LOCKING PIN	11.95
			FUSION	9.99
			XTREME RVM	22.47
			MOLY GREASE	54.90
		MIDWEST PUBLIC RISK	DENTAL	17.97
			HSA	157.62
		HSA BANK	HSA - GRAIN VALLEY, MO	38.64
		CINTAS CORPORATION # 430	FLEET UNIFORMS	4.42
			PW/WOLTZ UNIFORMS	4.70
			PW/WOLTZ UNIFORMS	4.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	60.96
			MEDICARE	<u>14.26</u>
			TOTAL:	656.60
POLICE	GENERAL FUND	RICOH USA INC	PD C85162124	9.93
			PD C85162116	23.90
			PD C85162119	151.36
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	7,022.97
			MONTHLY CONTRIBUTIONS	605.62
		STATE BANK OF MISSOURI	PD LEASE VEHICLES/EQUIPME	92.23
			PD LEASE VEHICLES/EQUIPME	3,647.08
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	96.94
			RETICARE MONITOR & LAPTOP	117.98
			PAPER, CALCULATOR, TAPE	16.08
			PAPER/PENS/MARKERS/SUPPLIE	62.99
			BATTERIES AA	26.99
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	2,264.21
			BULK GASOHOL/DIESEL	269.15
		FUNTASTIC BALLOON CREATIONS LLC	5' DARE COLUMNS X 2	100.00
		MIDWEST PUBLIC RISK	DENTAL	198.00
			DENTAL	523.50
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,009.80
			HSA	2,754.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	675.00
			HSA - GRAIN VALLEY, MO	900.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,319.82
			MEDICARE	776.42
		GEARZONE PRODUCTS	OFFICER UNIFORMS	<u>707.21</u>
			TOTAL:	34,021.58
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	163.20
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.60
			MEDICARE	<u>19.08</u>
			TOTAL:	649.88
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	792.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	26.10
			DESK KEYBOARD	59.99
			PAPER/PENS/MARKERS/SUPPLIE	52.10
		OREILLY AUTOMOTIVE INC	OIL FILTER	7.48
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	59.57
		MIDWEST PUBLIC RISK	DENTAL	49.43
			DENTAL	10.22
			HSA	840.14
			HSA	171.27
		HSA BANK	HSA - GRAIN VALLEY, MO	205.92
			HSA - GRAIN VALLEY, MO	29.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	458.68
			MEDICARE	<u>107.28</u>
			TOTAL:	2,869.47
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	GRAIN VALLEY PARTNERSHIP	GV PARTNERSHIP	<u>25,000.00</u>
			TOTAL:	25,000.00
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	22.60
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	570.19
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	57.22
		MIDWEST PUBLIC RISK	DENTAL	12.68
			HSA	128.27
			HSA	37.72
			VISION	8.00
			VISION	16.39
			VISION	2.15
		HSA BANK	HSA - GRAIN VALLEY, MO	175.00
			HSA - GRAIN VALLEY, MO	111.52
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	56.50
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	194.64
			MISSIONSQUARE 457	524.45
			MISSIONSQUARE ROTH IRA	123.73
			MISSIONSQUARE ROTH IRA	7.17
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,478.94
			SOCIAL SECURITY	1,105.79
			MEDICARE	<u>258.64</u>
			TOTAL:	5,045.13
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	834.70
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	56.61
			PAPER, CALCULATOR, TAPE	20.72
			STAMP SELF INK	21.99
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	603.83
		HD GRAPHICS & APPAREL	SEASONAL CONCESSION SHIRT	498.00
		MIDWEST PUBLIC RISK	DENTAL	19.69
			DENTAL	48.63
			HSA	604.69
			HSA	334.76
			HSA	129.90
		HSA BANK	HSA - GRAIN VALLEY, MO	82.05
			HSA - GRAIN VALLEY, MO	139.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAMP RYNEARSON INC	Task Order 6 - B-T Trail	2,358.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	395.40
			MEDICARE	<u>92.47</u>
			TOTAL:	6,310.99
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	INSTALL CAT 6E CABLE AT CH	13.78
		GUIER FENCE INC	CAPS FOR BRIDGE BOLLARDS	35.70
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	622.88
		GENERAL ELEVATOR	MAY 2022 SERVICE	15.00
		SITEONE LANDSCAPE SUPPLY LLC	BASES & CHEMICAL PITCHERS	24.99
			BASES & CHEMICAL PITCHERS	256.42
		WEST CENTRAL ELECTRIC COOP INC	03/28-4/28 BALLPARK COMPLE	513.77
		HOME DEPOT CREDIT SERVICES	12" LEVEL & CONCRETE MIX	44.32
		MENARDS - INDEPENDENCE	SPRAY PAINT FOR BALLARDS	24.80
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		GREGS LOCK & KEY SERVICE INC	PAD LOCK BLUE BRACH BOLLAR	49.48
		MEYER LABORATORY INC	LINER AND TOILET TISSUE	485.00
		WILDLIFE DAMAGE SOLUTIONS LLC	Beaver/Muskrat Control	500.00
		TRI STAR SEED CO	MARKING DUST	307.50
		LAWN & LEISURE	PUMP KIT & FUEL FILTER	286.49
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	301.26
			MEDICARE	<u>70.46</u>
			TOTAL:	4,748.85
RECREATION	PARK FUND	ALLIED REFRESHMENT	Concession Beverages	934.25
			Concession Beverages	678.50
		VITAL SIGNS OF KC LLC	STORYBOOK TRAIL SUPPLIES	168.00
		SAMS CLUB/GEGRB	Concessions Food	273.32
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	32.91
			MEDICARE	<u>7.70</u>
			TOTAL:	2,094.68
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85162114	67.45
			COMM CTR C85162123	12.50
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	135.25
			JANITORIAL SUPPLIES	135.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	232.60
		OFFICE DEPOT	PAPER, FOLDERS, WIPES, SHA	16.50
			PAPER, CALCULATOR, TAPE	24.22
			PAPER/PENS/MARKERS/SUPPLIE	14.68
		HOME DEPOT CREDIT SERVICES	CC PICTURE HANGING SUPPLIE	18.78
		MIDWEST PUBLIC RISK	DENTAL	36.00
			HSA	612.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		SC REALTY SERVICES	Custodial Services	177.05
		MARY ALLGRUNN	4/19-4/28 LINE DANCING	143.55
		SAMANTHA PETRALIE	4/18-4/29 SILVER SNEAKERS	75.00
		TIFFANI KEY	4/18-4/29 SILVER SNEAKERS	50.00
		GRAIN VALLEY RENTAL INC	SNORKEL LIFT RENTAL 3 HOUR	65.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	375.09
			MEDICARE	87.74
		MARELLY AEDS & FIRST AID	AED BATTERY & SUPPLIES	<u>63.75</u>
			TOTAL:	2,492.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POOL	PARK FUND	HOME DEPOT CREDIT SERVICES	PAINT SUPPLIES FOR POOL WA	292.18
		THE STEEL SOURCE	PIT & BAR GRATE	240.00
		TNEMEC COMPANY INC	POOL PAINT	471.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1.13
			MEDICARE	<u>0.27</u>
			TOTAL:	1,005.38
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	169.27
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	27.69
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	11.77
			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	8.45
			HSA - GRAIN VALLEY, MO	98.65
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	31.54
			MISSIONSQUARE 457	71.00
			MISSIONSQUARE ROTH IRA	46.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	497.06
			SOCIAL SECURITY	289.13
			MEDICARE	<u>67.62</u>
			TOTAL:	1,614.69
TRANSPORTATION	TRANSPORTATION	A&A ELECTRICAL INC	INSTALL CAT 6E CABLE AT CH	8.27
		RICOH USA INC	20% PW C85162113	9.43
		FELDMANS FARM & HOME	STRAW BALES	47.94
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	588.57
		OFFICE DEPOT	PAPER, CALCULATOR, TAPE	1.82
			PAPER/PENS/MARKERS/SUPPLIE	13.18
		SHOW ME READY MIX LLC	ROAD REPAIRS	3,995.25
			ROAD REPAIRS	3,986.25
		OREILLY AUTOMOTIVE INC	RUST PENTRNT & PB BLASTER	3.68
			GREASE & WD-40	12.77
			BREAK AWAY	13.59
		GENERAL ELEVATOR	MAY 2022 SERVICE	9.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	213.58
		FASTENAL COMPANY	EYE WEAR	11.36
		HOME DEPOT CREDIT SERVICES	FLAG FOR PW BLDG	3.40
		PENNYS CONCRETE INC	ROAD REPAIR	6,784.80
		MENARDS - INDEPENDENCE	CONCRETE TOOLS	19.98
		MIDWEST PUBLIC RISK	DENTAL	17.84
			DENTAL	45.12
			OPEN ACCESS	127.13
			HSA	302.95
			HSA	180.82
			HSA	265.66
			HSA	288.24
		HSA BANK	HSA - GRAIN VALLEY, MO	44.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	149.28
		SC REALTY SERVICES	Custodial Services	106.23
		CINTAS CORPORATION # 430	PW UNIFORMS	28.35
			PW/WOLTZ UNIFORMS	30.67
			PW/WOLTZ UNIFORMS	29.79
		KIRBY-SMITH MACHINERY INC	SATURN BLOCK	34.74
		STANGER INDUSTRIES INC	REPLACE AHU #1	1,868.00
		OAK GROVE RENTAL INC	SCREED POWER HEAD	202.00
			MANLIFT 45' TOW BILJAX	250.00
		DIRT WORLD LANDSCAPING SUPPLY CO	PULVERIZED TOP SOIL	367.50
			PULVERIZED TOP SOIL	367.50
			PULVERIZED TOP SOIL	294.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	289.10
			MEDICARE	<u>67.61</u>
			TOTAL:	21,079.72
PUBLIC HEALTH	PUBLIC HEALTH	GRAIN VALLEY SCHOOL DISTRICT	Senior Lunch Meals	<u>1,560.00</u>
			TOTAL:	1,560.00
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	QUALITY CUSTOM CONCEPTS INC	CONCRETE REPLACEMENTS	53,657.44
			CONCRETE REPLACEMENTS	20,638.75
			CONCRETE REPLACEMENTS	8,318.76
			CONCRETE REPLACEMENTS	<u>15,819.98</u>
			TOTAL:	98,434.93
NON-DEPARTMENTAL	ARPA FUND	VIGILANT SOLUTIONS	PLATE READER	<u>22,360.00</u>
			TOTAL:	22,360.00
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	MKTPL TIF PRO #2 SALES/CID	<u>37,515.75</u>
			TOTAL:	37,515.75
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK	MKTPL TIF PRO #2 SALES/CID	15,735.08
			MKTPL TIF PRO #2 SALES/CID	<u>15,263.02</u>
			TOTAL:	30,998.10
NON DEPARTMENTAL	INTRCH VGV CID-PRO	NAUGHT-NAUGHT AGENCY	22/23 D & O W/EPLI	<u>901.00</u>
			TOTAL:	901.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,088.73
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	110.77
			DZEKUNSKAS CASE 41452523	120.00
		MO DEPT OF REVENUE	APR 22 SALES TAX	4,199.09
			APR 22 SALES TAX	83.98-
		AFLAC	AFLAC PRETAX	36.21
			AFLAC-W2 DD PRETAX	52.52
		MIDWEST PUBLIC RISK	DENTAL	76.99
			OPEN ACCESS	107.52
			HSA	446.87
			HSA	460.87
			HSA	332.48
			VISION	6.40
			VISION	10.74
			VISION	26.29
			VISION	21.59
		HSA BANK	HSA - GRAIN VALLEY, MO	58.15
			HSA - GRAIN VALLEY, MO	554.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	227.56
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	275.86
			MISSIONSQUARE 457	494.38
			MISSIONSQUARE ROTH IRA	272.48
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,341.63
			SOCIAL SECURITY	1,969.22
			MEDICARE	460.57
			TOTAL:	14,667.75
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	INSTALL CAT 6E CABLE AT CH	16.52
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	639.86
			BILL PRINT AND MAIL	111.07
			BILL PRINT AND MAIL	489.54
			BILL PRINT AND MAIL	85.56
		RICOH USA INC	40% PW C85162113	18.86
			50% CD C85162115	57.47
			25% MAILRM C85162118	50.52
			25% ADMIN C85162117	24.31
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,945.68
		OFFICE DEPOT	LAMINATING SHEET	4.49
			PAPER, CALCULATOR, TAPE	3.64
			PAPER/PENS/MARKERS/SUPPLIE	26.37
		SCHWAAB INC	DATER SI DIE PLATE MEDIUM	39.12
		OREILLY AUTOMOTIVE INC	RUST PENTRNT & PB BLASTER	7.40
			GREASE & WD-40	25.56
			BREAK AWAY	27.20
		GENERAL ELEVATOR	MAY 2022 SERVICE	18.00
		MISSOURI ONE CALL SYSTEM INC	706 LOCATES	882.50
		STEVEN SMITH	1000) #10 ENVELOPES	42.50
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	427.16
		FASTENAL COMPANY	EYE WEAR	22.72
		UTILITY SERVICE CO INC	WATER TOWER MAINTENANCE	14,251.65
		HOME DEPOT CREDIT SERVICES	FLAG FOR PW BLDG	6.79
		MENARDS - INDEPENDENCE	CONCRETE TOOLS	39.99
		MICRO-COMM INC	ANNUAL CONTRACT	5,975.00
			PUMP STATION REPAIR	630.00
		MIDWEST PUBLIC RISK	DENTAL	56.96
			DENTAL	147.65
			OPEN ACCESS	254.24
			HSA	1,053.35
			HSA	797.73
			HSA	793.58
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	195.52
			HSA - GRAIN VALLEY, MO	438.83
		SC REALTY SERVICES	Custodial Services	212.45
		CINTAS CORPORATION # 430	PW UNIFORMS	56.72
			PW/WOLTZ UNIFORMS	61.32
			PW/WOLTZ UNIFORMS	59.59
		KIRBY-SMITH MACHINERY INC	SATURN BLOCK	69.50
		J&N UTILITIES INC	Old40Hwy water line replc	19,608.50
			Old40Hwy water line replc	460.00-
		STANGER INDUSTRIES INC	REPLACE AHU #1	5,385.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	984.64
			MEDICARE	230.29
			TOTAL:	56,462.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	INSTALL CAT 6E CABLE AT CH	16.52
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	639.86
			BILL PRINT AND MAIL	111.07
			BILL PRINT AND MAIL	489.55
			BILL PRINT AND MAIL	85.57
		RICOH USA INC	40% PW C85162113	18.85
			50% CD C85162115	57.48
			25% MAILRM C85162118	50.51
			25% ADMIN C85162117	24.30
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,945.68
		OFFICE DEPOT	LAMINATING SHEET	4.50
			PAPER, CALCULATOR, TAPE	3.63
			PAPER/PENS/MARKERS/SUPPLIE	26.37
		SCHWAAB INC	DATER SI DIE PLATE MEDIUM	39.13
		OREILLY AUTOMOTIVE INC	RUST PENTRNT & PB BLASTER	7.40
			GREASE & WD-40	25.56
			BREAK AWAY	27.20
		GENERAL ELEVATOR	MAY 2022 SERVICE	18.00
		BLUE SPRINGS WINWATER CO	SEWER MATERIAL	694.56
		STEVEN SMITH	1000) #10 ENVELOPES	42.50
		HOLLIDAY SAND AND GRAVEL CO.	1INCH CLEAN ROCK	1,325.75
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	427.16
		FASTENAL COMPANY	EYE WEAR	22.72
		HOME DEPOT CREDIT SERVICES	FLAG FOR PW BLDG	6.79
		MENARDS - INDEPENDENCE	CONCRETE TOOLS	39.99
		MIDWEST PUBLIC RISK	DENTAL	56.95
			DENTAL	147.66
			OPEN ACCESS	254.23
			HSA	1,053.35
			HSA	797.73
			HSA	793.57
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	195.51
			HSA - GRAIN VALLEY, MO	438.83
		SC REALTY SERVICES	Custodial Services	212.45
		HAMM INC	ROCK MATERIALS	3,493.86
		CINTAS CORPORATION # 430	PW UNIFORMS	56.72
			PW/WOLTZ UNIFORMS	61.32
			PW/WOLTZ UNIFORMS	59.59
		KIRBY-SMITH MACHINERY INC	SATURN BLOCK	69.50
		STANGER INDUSTRIES INC	REPLACE AHU #1	5,385.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	984.59
			MEDICARE	230.26

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	UPTON, PAIGE	US REFUNDS	65.54
		CHAMBERS, NICOLE	US REFUNDS	56.74
		UPP-BERGMAN, SHEILA	US REFUNDS	15.54
		LAKHOTIA, ANU	US REFUNDS	5.20
		PATEL, PUSHPA	US REFUNDS	50.00
		SMITH, SKYE	US REFUNDS	2.00
		COLE, ELIZABETH	US REFUNDS	15.54
		THIES, KENNETH	US REFUNDS	15.54
		ERISMAN, JAMIE	US REFUNDS	1,484.19
		KELLEY, WILLIAM	US REFUNDS	8.51
		RIEPE, BROCK	US REFUNDS	61.08
		MCMILLAN, SHIRLEY	US REFUNDS	6.38
		KELSEY, BARBARA	US REFUNDS	33.67
		CROMWELL, ALYSHA	US REFUNDS	26.35
		FOUSHEE HOMES INC	US REFUNDS	15.54
		FOUSHEE HOMES, INC	US REFUNDS	<u>15.54</u>
			TOTAL:	22,966.65

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

100	GENERAL FUND	103,134.10
170	TOURISM TAX FUND	25,000.00
200	PARK FUND	21,697.44
210	TRANSPORTATION	22,694.41
230	PUBLIC HEALTH	1,560.00
280	CAPITAL PROJECTS FUND	98,434.93
285	ARPA FUND	22,360.00
302	MKTPL TIF-PR#2 SPEC ALLOC	37,515.75
321	MKT PL CID-PR2 SALES/USE	30,998.10
323	INTRCH VGV CID-PROJECT #3	901.00
600	WATER/SEWER FUND	94,097.27

GRAND TOTAL: 458,393.00

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 5/06/2022 THRU 5/15/2022
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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CITY OF GRAIN VALLEY DESTRUCTION CERTIFICATE

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

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

<u>Retention Schedule Number</u>	<u>Type of Document</u>	<u>Quantity/Series</u>	<u>Department</u>
GS099	2008-2009 Residential Building Plans	40 Plans (past 5-yr retention)	Community Dev
GS099	2016 Residential Building Plans (Box 1)	11 Plans (past 5-yr retention)	Community Dev
GS099	2016 Residential Building Plans (Box 2)	33 Plans (past 5-yr retention)	Community Dev
GS099	2006 Residential Building Plans	64 Plans (past 5-yr retention)	Community Dev
GS099	2005-2009 Commercial Building Plans (small)	17 Plans (past 10-yr retention)	Community Dev
GS099	1962-2004 Commercial Building Plans (small)	56 Plans (past 10-yr retention)	Community Dev
GS099	2013 Residential Building Plans	29 Plans (past 5-yr retention)	Community Dev
GS099	2011-2012 Residential Building Plans	31 Plans (past 5-yr retention)	Community Dev
GS099	2010 Residential Building Plans	34 Plans (past 5-yr retention)	Community Dev
GS099	2007 Residential Building Plans	54 Plans (past 5-yr retention)	Community Dev
GS036	Water/Sewer Archives 2001-2006	1 box of duplicate books (already have 1 copy of each)	Community Dev
GS060	2009 Debt Collection RFP	1 box (past 5-yr retention)	Community Dev
GS099	2014 Plans #0001-0091 (Residential Building)	90 Plans (past 5-yr retention)	Community Dev

GS099	2014 Plans #0094-0401 (Residential Building)	1 box (past 5-yr retention)	Community Dev
GS099	2015 Construction Plans Box 1 (Residential Building)	1 box (past 5-yr retention)	Community Dev
GS099	2015 Construction Plans Box 2 (Residential Building)	1 box (past 5-yr retention)	Community Dev
GS099	Public Works Misc. Box 1	1 box (past 10-yr retention)	Public Works
GS099	Public Works Misc. Box 2	1 box (past 10-yr retention)	Public Works
GS099	2004-2005 Residential Building Plans	10 Plans (past 5-yr retention)	Community Dev
GS050	1983-2009 Sign Permits	25 permit apps shredded (past 2-yr retention)	Community Dev
GS098	Improvement Projects Presentation Foamboards	20 boards. Damaged from storage. Photos taken for electronic archive on server.	Community Dev
GS098	Aerial Imagery Foamboards	6 boards. Damaged from storage. Photos taken for electronic archive on server.	Community Dev
GS102	Old Zoning Wall Maps	Superseded by updated plots	Community Dev
GS102	Old Subdivision Wall Maps	Superseded by updated plots	Community Dev
GS055	2004 North Outfall Bid Docs	1 Box (past 5-year retention)	Community Dev
GS039	2007 Electronics Booklets & Installation Discs	15 items (Equipment no longer exists/owned by city)	Community Dev
GS055	2007 "Electronic Backup" Bid Docs	4 Bids (past 5-year retention)	Community Dev
GS047	2017 General Personnel Management Reference Manuals	14 Books (Superseded online)	Community Dev
GS047	2005 Official Manuals of State of Missouri	2 Books (Superseded online)	Community Dev
GS021	2002-2003 Ron Eiler's P&Z notes and correspondence	1 Box (past 1-year retention)	Community Dev
GS021	2003-2005 Ron Eiler's P&Z notes and correspondence	1 Box (past 1-year retention)	Community Dev
GS021	1995-1996 Ron Eiler's P&Z notes and correspondence #1	1 Box (past 1-year retention)	Community Dev
GS021	1997-1998 Ron Eiler's P&Z notes and correspondence #2	1 Box (past 1-year retention)	Community Dev
GS021	2001-2002 BZA Notes	1 Box (past 1-year retention)	Community Dev
GS021	1994-1996 Ron Eiler's P&Z notes and correspondence	1 Box (past 1-year retention)	Community Dev

GS021	1997-1999 Ron Eiler's P&Z notes and correspondence #3	1 Box (past 1-year retention)	Community Dev
GS021	1996-2000 Ron Eiler's P&Z notes and correspondence #4	1 Box (past 1-year retention)	Community Dev
GS050	2004 Subdivision Plat Submissions	1 Box (past 10-year retention)	Community Dev
GS021	1994-1998 Ron Eiler's P&Z and correspondence notes	1 Box (past 1-year retention)	Community Dev
GS050	2003 Subdivision Plat Submissions	1 Box (past 10-year retention)	Community Dev
GS099	1999 Paving & Sewer Projects VHS Tapes	5 VHS (duplicate information)	Community Dev
GS011	2004 ROW Permit Receipts/Copies	½ Box (past audit retention)	Community Dev
GS011	2001 Contractor/Builder Reimbursement Receipts	½ Box (past audit retention)	Community Dev
GS023	2012 i-70 / Hwy 40 Interchange Plans	1 Box (important files scanned to server, drafts/duplicates to be destroyed)	Community Dev
GS023	2012 i-70 / Hwy 40 Interchange Architect Draft Plan Books	2 Packets/Books (drafts and duplicates will be destroyed)	Community Dev
GS023	2005 Ryan Road Project/Contract Docs	1 Box (drafts and duplicates will be destroyed)	Community Dev
GS023	2001-2006 Street Archives	1 Box (duplicates will be destroyed)	Community Dev
GS023	2004 Yennie Road Basin/Regional Pond/North Outfall Plans/Contracts	1 Box (drafts and duplicates will be destroyed)	Community Dev
GS023	Sni-A-Bar Road Excavation Project Box #1	1 Box (drafts and duplicates will be destroyed)	Community Dev
GS023	Sni-A-Bar Road Excavation Project Box #2	1 Box (drafts and duplicates will be destroyed)	Community Dev
GS050	2005-2009 Right-of-Way Locates, Permits, and Violations	½ Box (past 2-year retention)	Community Dev
GS099	Grain Valley School District Construction Plans	2 boxes (offered to school district, they will pick up)	Community Dev
GS020	Building Maintenance/Repair Records	1 Box (past 3-yr retention)	Community Dev
GS012	Rick's (former City Engineer) notes from desk and file cabinet	4 Boxes (some info scanned to server, useful notes kept)	Community Dev

Approved via Consent Agenda this 23rd day of May, 2022.

By:

Mike Todd
Mayor

Attest:

Jamie Logan
City Clerk

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

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

Resolutions

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

MEETING DATE	5/23/2022	
BILL NUMBER	R22-43	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXPEND FUNDS TO PURCHASE SECURITY SURVEILLANCE CAMERAS	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	\$21,545.00
	Budget Line Item:	See below
	Balance Available	100-08-78500- \$16,145 600-60-78500- \$8,073 600-65-78500-\$8,072
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To replace the existing cameras that are no longer in service in and around the Community Center and the Public Works Maintenance Facility. In addition, a camera is being added to the Tyer Road Water Tank Facility.	

BACKGROUND	The existing cameras, Exacq Vision, have been operating poorly in the last few years and it has been difficult to get parts and service. Last year, we replaced non-working cameras with the Verkada Cameras on a trial basis. We were very pleased with the performance. In March, 2022, the remaining Exacq Vision Cameras were no longer operable because of camera, network switch and server failure. An emergency purchase order was approved to replace 7 critical cameras in the City Hall and Police Department area. The new Verkada cameras have been installed. The Verkada cameras are very reliable and have excellent resolution. The Verkada cameras will have a 10-year replacement warranty. The 5-year subscription license is for cloud storage and remote access technical support.
SPECIAL NOTES	The Capital purchase was included in the 2022 budget.
ANALYSIS	The vendor is CDW Government which participates in Sourcewell. Sourcewell is a cooperative purchasing program that holds hundreds of competitive solicited bids. This purchase complies with the City's Purchasing Policy.
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None Required
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, CDW Price Quote

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 23, 2022

R22-43

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXPEND
FUNDS TO PURCHASE SECURITY SURVEILLANCE CAMERAS**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri passed Ordinance 2569 on December 13, 2021 approving the 2022 Fiscal Year Budget and Comprehensive Fee Schedule; and

WHEREAS, the Board of Alderman in the 2022 Fiscal Year Budget approved funding for the purchase of security surveillance cameras; and

WHEREAS, the City's Purchasing Policy allows the City to participate in Cooperative Purchasing Programs such as Soucewell; and

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 purchase security surveillance cameras from CDW Government, a vendor of Sourcewell, that is a cooperative purchasing program.

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

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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QUOTE CONFIRMATION



DEAR MARK TROSEN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSQS499	4/27/2022	LATEST VERKADA CAMERA BUILD	9990668	\$21,545.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Verkada ACC-MNT-10 - camera mounting bracket Mfg. Part#: ACC-MNT-10 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3	6368900	\$155.00	\$465.00
Verkada ACC-MNT-2 - camera mounting bracket Mfg. Part#: ACC-MNT-2 UNSPSC: 45121518 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	5610590	\$70.00	\$140.00
Verkada ACC-MNT-8 - camera pendant cap Mfg. Part#: ACC-MNT-8 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	5848629	\$55.00	\$110.00
Verkada ACC-MNT-9 - camera mounting adapter Mfg. Part#: ACC-MNT-9 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6178935	\$155.00	\$155.00
Verkada Bullet Series CB61-E - network surveillance camera - with 30 days o Mfg. Part#: CB61-30E-HW Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6129414	\$1,325.00	\$1,325.00
Verkada CD52 - network surveillance camera - dome - with 30 days onboard st Mfg. Part#: CD52-256-HW Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6806702	\$900.00	\$900.00
Verkada CF81-E 12MP Fisheye Security Camera - 30 Days Storage Mfg. Part#: CF81-30E-HW Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	8	6493702	\$1,475.00	\$11,800.00
Verkada Command Cloud Service - subscription license (5 years) - 1 camera Mfg. Part#: LIC-5Y Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	10	5586385	\$665.00	\$6,650.00

PURCHASER BILLING INFO	SUBTOTAL	\$21,545.00
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Billing Address: CITY OF GRAIN VALLEY MARK TROSEN 711 S MAIN ST GRAIN VALLEY, MO 64029-9777 Phone: (816) 847-6200 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$21,545.00
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF GRAIN VALLEY MARK TROSEN 711 S MAIN ST GRAIN VALLEY, MO 64029-9777 Phone: (816) 847-6200 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alec Pallerino

(877) 459-7057

alecpal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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

MEETING DATE	05/23/2022	
BILL NUMBER	R22-44	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO LEASE A SKID STEER FOR THE PUBLIC WORKS DIVISION TO COMPLETE ROUTINE TASKS AND PROJECTS	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$15,536.04
	Budget Line Item:	210-55-78500 600-60-78500 600-65-78500
	Balance Available	\$3100 \$6220 \$6220
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To have equipment available to perform routine tasks in the Public Works Division for street, water and sewer projects.	
BACKGROUND	The city has leased skid steer units since 2011.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Kirby Smith Machinery equipment quote, memo, Takeuchi brochure

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 23, 2022

RESOLUTION NUMBER

R22-44

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO LEASE A
SKID STEER FOR THE PUBLIC WORKS DIVISION TO COMPLETE ROUTINE
TASKS AND PROJECTS**

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 skid steer lease on December 13, 2021 via Ordinance 2569; and

WHEREAS, the recommendation is in accordance with the adopted purchasing policy and the approved budget for the skid steer lease; and

WHEREAS, upon execution of this agreement the City of Grain Valley will keep the skid steer from Kirby Smith Machinery.

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 Kirby Smith Machinery to provide a Takeuchi TL10V2 skid steer.

PASSED and APPROVED, via voice vote, (____-____) this 23rd Day of May, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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EQUIPMENT SALES ORDER

ADDITIONAL TERMS & CONDITIONS

(Referred to on the Reverse Side Hereof)

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. If financing terms are required on this order, Seller's acceptance is subject to the approval of the Lender. If financing terms are required, Purchaser hereby agrees to execute any security agreement and any financing statement required by Lender, and authorizes Seller to execute any such documents in Purchaser's name.
3. This order, when accepted by Seller, shall become a binding contract, but performance shall be conditioned upon and subject to strikes, lockouts, accidents, fires, delays in manufacture or transportation, supply shortages, acts of God, embargoes, governmental action or any other causes beyond the control of the Seller whether the same as, or different from the matters and things herein before specifically enumerated and any of said causes having an adverse effect on Seller's ability to perform shall absolutely absolve the Seller from any liability to the Purchaser under the terms hereof.
4. Title to and right of possession of said product(s) shall remain vested in the Seller until all indebtedness and all sums due or to become due from the Purchaser, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time title shall pass to the Purchaser.
5. The Seller's responsibility for shipments ceases upon delivery to a transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Purchaser to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after delivery by the transportation company to the point of delivery.
6. The Purchaser agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contractor contracts and note or notes required to consummate the sale as above specified) it will incorporate all agreements between the parties relative to this transaction, and that the Seller is not bound by any representations or terms made by any agent relative to this transaction which are not contained here. This order shall not be binding upon the Seller until it is duly accepted in writing by an authorized official of the Seller. Any changes or modifications to this contract shall be made in writing and signed by both the Seller and Purchaser.
7. When the products necessary to fill this order have been appropriated to this contract, the Purchaser agrees on demand to execute and deliver to the Seller the notes and contracts required by the Seller to evidence the transactions, in the event the Purchaser fails to execute and deliver said notes and contracts to the Seller, the entire balance of the purchase price shall upon Seller's tender of performance and at the Seller's option become immediately due and payable.
8. Purchaser shall promptly pay all taxes, fees, transportation, and other costs, assessments and all governmental charges of any kinds or character, and any penalties, fines or interest thereon relating to equipment and the sale thereof by Seller to Purchaser.
9. Purchaser acknowledges that he/she has received a copy of any equipment warranty provided by the manufacturer and has read and understood said warranty.
10. **DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS.** KIRBY-SMITH MACHINERY, INC. (SELLER) IS NOT A MANUFACTURER OF EQUIPMENT. ALTHOUGH SELLER MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: 1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITIES OF THE SELLER. 2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY SELLER WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. SELLER MAKES NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR PROMISES EXPRESS OR IMPLIED AS TO THE QUALITY, PERFORMANCE OR FREEDOM FROM DEFECT OF THE EQUIPMENT. EXCEPT ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES OF TITLE, EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT AND THOSE WARRANTIES ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING. SELLER IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.
11. Purchaser agrees to indemnify, defend and hold harmless Seller for any and all claims, damages, causes of action, losses, costs and expenses, including reasonable attorneys' fees, arising from or relating to, directly or indirectly, (a) any breach of this order by Purchaser, including any representation or warranty, and (b) any use or operation of the equipment, including without limitation, any property damage, injury or death caused by such use or operation.
12. This contract is to be governed in accordance with the laws of the State of Oklahoma.

13. **Purchaser acknowledges Seller's Procedure for obtaining wiring instructions.**
For wire instructions please call (405) 495-7820 and ask for our Credit Department. They will immediately e-mail or fax you instructions for our account at Wells Fargo and follow up immediately with a phone call. These instructions will be on Kirby-Smith Machinery, Inc. letterhead. This is the only manner we will send you our instructions. If you receive wire instructions in any other way, do not wire the funds and please immediately report it to our Credit Department using the number above.

PURCHASER ACCEPTS TERMS & CONDITIONS

Purchaser's Signature

Date

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto:

at address: _____

Purchaser warrants that I/we are the absolute sole owner of the Trade-In Equipment, and full power and authority to sell the Trade-In Equipment. I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is promptly affected.

Authorized Signature

Title

MEMORANDUM

TO: MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

SUBJECT: 2022 SKID STEER LEASE

DATE: MAY 10TH, 2022

In order to provide a reliable, high quality public service, Public Works uses a skid steer unit to complete routine tasks, projects, and programs. When producing the annual 2022 budget we budgeted funds to lease a skid steer unit.

Public Works Division uses a skid steer unit to do multiple jobs. Those jobs range from asphalt repair, concrete tear out, yard restoration, loading materials in dump trucks, and moving pallets. The jobs can range from large to small but all very important on a weekly basis in Public Works operations.

Public Works staff has gone through processes to identify a machine that best fits our needs. Staff tried several brands and sizes of skid steer. The unanimous consensus was the Takeuchi TL 10V2. This unit will have all the essentials to complete Public Works tasks and suit all the needs in Public Works. This brand is leased, sold, and warrantied by Kirby Smith Machinery out of Kansas City Kansas.

In this agreement the terms will be for 36 months at a cost of 1294.67 per month or lump sum payment of 15,536.04 per year: with a buyout of 18,000.00 at the end of year three. The warranty is 36 months or 3,000 hours. If the City does not want to proceed with the lease at any time it can be voided with no penalty. Provided the unit is not in disrepair or beyond the original 500 hour limit per year. 2022 is year three of three in this lease agreement with Arvest Bank and Kirby Smith Machinery.

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COMPACT TRACK LOADER

TL10V2

takeuchi

From World First to World Leader



Product Features & Specifications

ENGINE

- EPA Final Tier 4 Emission Compliant
- Turbocharged
- High Pressure Common Rail Injection System
- DOC+DPF Exhaust After Treatment
- Automatic Fuel Bleed System
- Active Power Control Power Management System
- Working Modes - Power and ECO
- Dual Element Air Filter
- Dial Throttle Control
- High Capacity Radiator, Hydraulic Oil Cooler and Intercooler Mounted Side-by-Side on Swing Out Frame

ELECTRICAL

- 5'7" Multi-Informational Color Display
- Sealed Rocker Switches
- 12 volt System with 60 amp Alternator
- LED: Two Front and Two Rear
- Engine Preheat
- Hour Meter
- Back-up Alarm
- Horn

UNDERCARRIAGE AND FRAME

- Double Planetary Reduction Drives
- Permanently Sealed Track Rollers with Metal Face Seals
- Fully Welded Frame with Integrated Cross Members
- Two-Speed Travel
- 15.7" Rubber Track
- Grease Type Track Adjuster
- Front and Rear Tie-Down Points and Lift Points
- Rear Bumper Integrated into Frame

OPERATOR'S STATION

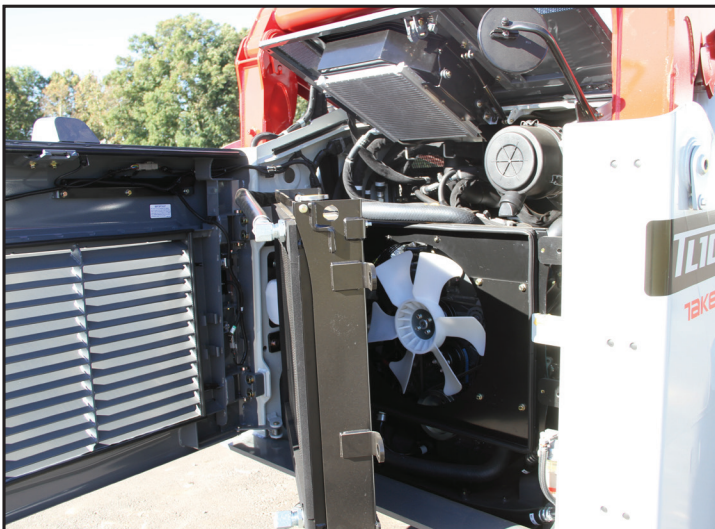
- Tilt-up Operator's Station
- Deluxe High Back Suspension Seat
- Rear View Camera
- Foot Throttle
- Rear Pivoting Lap Bar with Arm Rest
- ROPS / FOPS Structure
- Retractable 2" Seat Belt
- Pressurized Cab with Roll-up Door, A/C, Heat, Defrost and Front Wiper, and AM / FM / MP3 Radio with NOAA Weatherband (optional)
- Retractable 3" Seat Belt (optional)
- 3 Point Retractable Seat Belt (optional)
- Polycarbonate Door and Top Guard (High Flow Only)

HYDRAULIC & WORKING EQUIPMENT

- Vertical Lift Design
- Pilot Hydraulic Controls
- Boom Float with Detent
- Cushioned Boom Cylinders
- Hydraulic Self Leveling
- Proportional Auxiliary Hydraulic Controls with Detent
- Pressure Relieving Flat Faced Coupler Body
- 14-Pin Connector with Push Button Control
- High Capacity Steel Hydraulic Tank
- Mechanical Quick Coupler
- Hydraulic Quick Coupler
 - Cab - Standard Equipment
 - Canopy - optional
- High Flow Auxiliary Hydraulics 32.8 gpm (optional)
- Ride Control (optional)
- Pattern Change Valve (ISO or H) (optional)

TAKEUCHI FLEET MANAGEMENT

- 2 Year Standard Service
- Minimize Downtime
- Remote Diagnostics
- Utilization Tracking
- Proactive Maintenance
- Control Costs



Convenient Service and Maintenance Access



Vertical Lift Path for Balance and Stability

TOUGH, RUGGED, EFFICIENT



Pilot Operated Controls



Battery Access Panel



Lower Cross Member & Step



Oversized Lift Cylinders

The TL10V2 vertical lift track delivers excellent functionality, performance, comfort, and serviceability. It features a completely redesigned operator's station with a 5.7" color multi-information display and updated rocker switches that control a wide range of machine functions. Cab models have a smooth, low effort overhead door that improves entry and egress and enables the loader to be operated with the door in the raised or lowered position. An updated undercarriage with a wide block quiet ride track system provides better flotation, improved ride quality, and a reduction in noise and vibration. A powerful 74.3 horsepower engine meets the latest

EPA Tier 4 emissions standards while delivering an outstanding blend of power and torque for impressive performance in the most demanding applications.

Equipped with the Takeuchi Fleet Management (TFM) telematics system critical information such as machine health, condition, diagnostics, and location can be viewed remotely providing valuable real time machine information that will help control costs and keep downtime to a minimum. The Takeuchi Fleet Management system is a real value as the service is free for the first two years of machine ownership.



Spacious operator's platform with easy to reach controls and switches.

OPERATING PERFORMANCE

Operating Weight - Canopy	9,950 lb	(4,515 kg)
Cab	10,270 lb	(4,660 kg)
Tipping Load	7,205 lb	(3,268 kg)
Rated Operating Capacity, SAE J818*	2,522 lb	(1,145 kg)
Operating Load at 50% of Tipping Load	3,600 lb	(1,635 kg)
Bucket Breakout Force	6,520 lb	(2,960 kg)
Lift Arm Breakout Force	5,400 lb	(2,450 kg)
Traction Force	9,730 lb	(4,410 kg)
Ground Pressure - Canopy	4.9 psi	(34.3 kPa)
Ground Pressure - Cab	5.1 psi	(35.4 kPa)
Travel speed - Low	4.8 mph	(7.7 km/hr)
High	7.0 mph	(11.3 km/hr)

* Operating capacity of compact track loaders is rated according to SAE J818 at no more than 35% of the tipping load

ENGINE

Make / Model	Kubota / V3307CR-TE4B	
Engine Displacement	203 cu in	(3.3 L)
Horsepower @ 2,600 rpm	74.3 hp	(55.4 kW)
Maximum Torque @ 1,500 rpm	195 ft-lb	(265.0 Nm)

FLUID CAPACITIES

Engine Lubrication	11.8 qt	(11.2 L)
Cooling System	15.9 qt	(15.0 L)
Fuel Tank Capacity	21.5 gal	(81.0 L)
Fuel Consumption (65% of Full Load)	2.7 gal/hr	(10.3 L /hr)
Hydraulic Reservoir Capacity	9.5 gal	(36.0 L)
Hydraulic System Capacity	17.2 gal	(65.0 L)

HYDRAULIC SYSTEM

Auxiliary Flow - Primary Circuit	18.8 gpm	(71.2 Lpm)
Auxiliary Flow - High Flow (optional)	32.8 gpm	(124.0 Lpm)
Hydraulic System Pressure	3,481 psi	(24.0 MPa)



LCD Display



Rear View Camera



LED Work Lights



Hydraulic Lock

ATTACHMENTS

Takeuchi now offers attachments for all of your Takeuchi equipment. See your authorized Takeuchi dealer for additional information and attachment options.



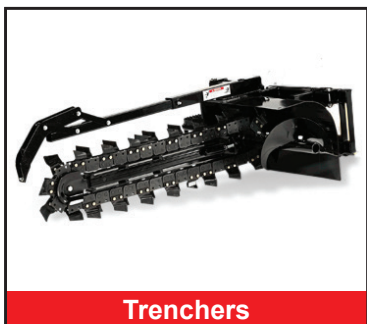
Grapple - Scrap



Dozer Blades

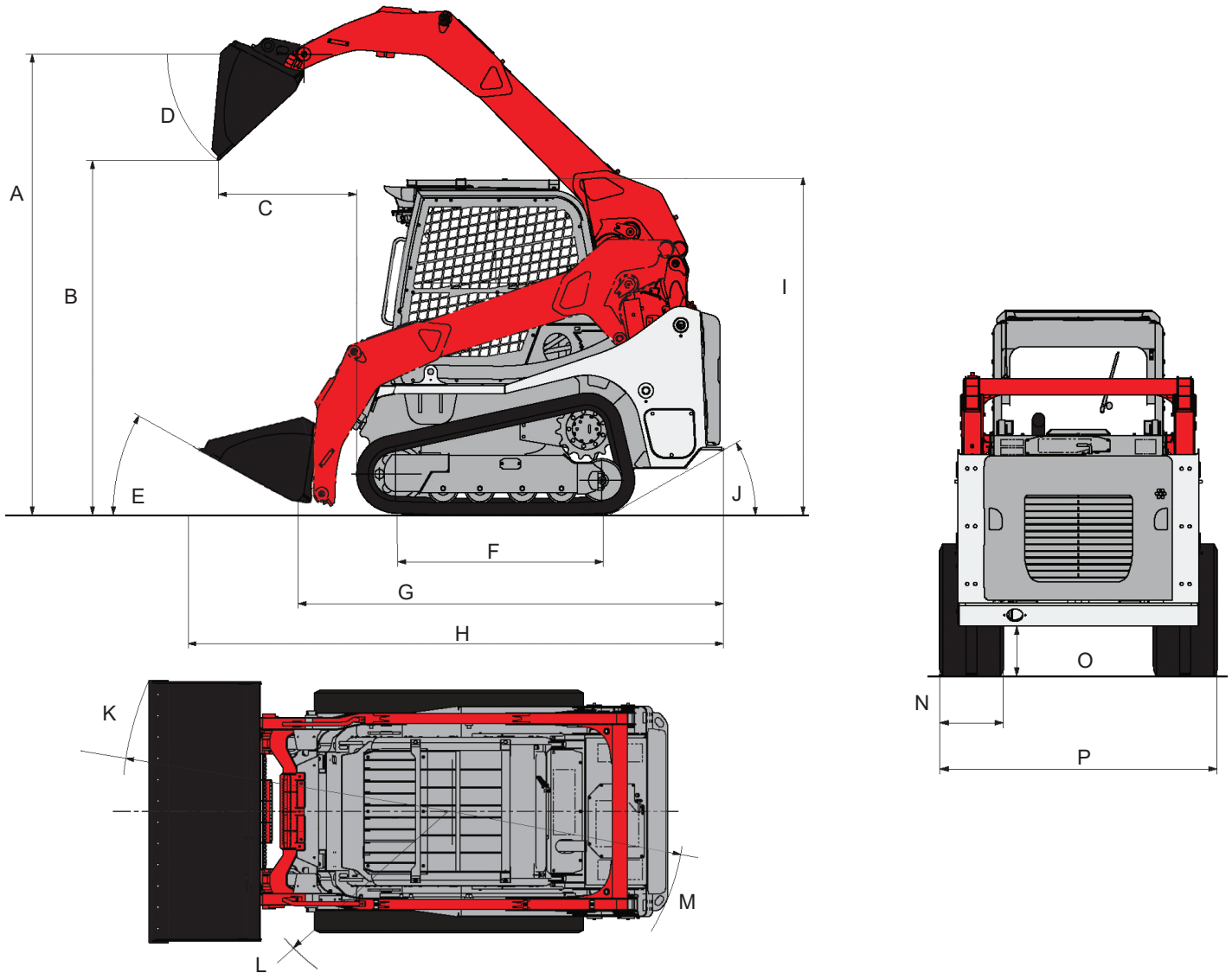


Pallet Forks



Trenchers

TL10V2 Compact Track Loader



MACHINE DIMENSIONS

A	Maximum Lift Height to Bucket Pin	10 ft 4.8 in	(3,169 mm)
B	Dump Height Fully Raised	7 ft 11.9 in	(2,435 mm)
C	Dump Reach Fully Raised	3 ft 1.4 in	(950 mm)
D	Dump Angle	40°	
E	Rollback Angle	30°	
F	Track Ground Contact Length	4 ft 7.9 in	(1,419 mm)
G	Machine Length	9 ft 7.2 in	(2,925 mm)
H	Transport Length	12 ft 1.0 in	(3,680 mm)
I	Transport Height	7 ft 5.4 in	(2,270 mm)
J	Departure Angle	30°	
K	Clearance Circle with Bucket	7 ft 8.5 in	(2,350 mm)
L	Clearance Circle without Bucket	5 ft 0.0 in	(1,535 mm)
M	Clearance Circle Rear	5 ft 5.2 in	(1,655 mm)
N	Track Width	15.7 in	(400 mm)
O	Ground Clearance	12.6 in	(320 mm)
P	Overall Width without Bucket	5 ft 8.5 in	(1,740 mm)



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In accordance with our established policy of continued improvement, specifications and
features are subject to change without notice. Pictures may show options other than
standard equipment.

FORM: TL10V2 Compact Track Loader Spec Sheet Apr. 2017

Takeuchi
From World First to World Leader

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

MEETING DATE	5/23/2022	
BILL NUMBER	R22-45	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, APPOINTING SHAWN BRADY AND REAPPOINTING BRIAN BRAY AND NORM COMBS TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR THREE-YEAR TERMS	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To maintain the 9 seats on the Grain Valley Parks & Recreation Board	
BACKGROUND	The Grain Valley Parks & Recreation Board terms begin June 1 of each year.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval	
DEPARTMENT RECOMMENDATION	Staff Recommend Approval	

REFERENCE DOCUMENTS ATTACHED	Shawn Brady's Park Board Application
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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 23, 2022

RESOLUTION NUMBER

R22-45

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY APPOINTING SHAWN BRADY AND REAPPOINTING BRIAN BRAY AND
NORM COMBS TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR
THREE-YEAR TERMS**

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizens; and

WHEREAS, prescribed by State Statute and the Ordinances of the City of Grain Valley, the Grain Valley Parks and Recreation Board was formed; and

WHEREAS, Shawn Brady is a duly qualified citizen of Grain Valley; and

WHEREAS, Shawn Brady desires to serve his community by participating on the Parks and Recreation Board; and

WHEREAS, Brian Bray and Norm Combs are duly qualified citizens of Grain Valley and have served on the Parks and Recreation Board for this past three year term; and

WHEREAS, Brian Bray and Norm Combs desire to continue to serve their community by participating on the Parks and Recreation Board; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to appoint Shawn Brady and reappoint Brian Bray and Norm Combs to the Parks and Recreation Board.

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

SECTION 1: that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's appointment of Shawn Brady and reappointment of Brian Bray and Norm Combs to the Grain Valley Parks and Recreation Board.

SECTION 2: Shawn Brady, Brian Bray and Norm Combs shall be appointed to a term of three years as prescribed by state statute.

PASSED and APPROVED, via voice vote, (___-___) this 23rd of May, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

City of Grain Valley - Boards & Commission Application

Name: Brady, Shawn M

Address:

517 SW Brome Dr

Grain Valley, MO 64029

Ward: 2

Day Phone: 816-810-4870

Evening Phone:

Cell Phone: 816-810-4870

High School: St. Pius X High School

City/State: Kansas City, MO

Graduation Year: 1987

Trade/College/University: University of Missouri

Degree: Hotel & Restaurant Management

Graduation Year: 1992

Post Graduate Schooling:

Degree:

Graduation Year:

I would like to serve on the following Board/Commission for the City of Grain Valley:

Parks and Recreation Board

Please state why you would like to serve on this Board or Commission:

I served previously on the Park Board from 2008-2011. Have also served on the Boone County Park Board in 2000-2004

Community Involvement

Organization: Grain Valley F.O.C.U.S club

Positions Held:

Membership Date(s): 2005-2012

Organization:

Positions Held:

Membership Date(s):

Organization:

Positions Held:

Membership Date(s):

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.

No

Time of Submission: April 19, 2022 at 8:37am

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

MEETING DATE	05/23/2022	
BILL NUMBER	R22-46	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET TO EXECUTE THE PURCHASE AND INSTALLTION OF A NEW COMPRESSOR FOR THE GRAIN VALLEY COMMUNITY CENTER	
REQUESTING DEPARTMENT	Parks & Recreation	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$18,329.00
	Budget Line Item:	200-25-76900
	Balance Available:	Current: \$11,996 With Amendment: \$30,325
	New Appropriation Required:	[X] Yes [] No
PURPOSE	To replace one of two Grain Valley Community Center HVAC compressors that is no longer operational.	
BACKGROUND	This is one of the original compressors when the building was constructed in 2001.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Work Proposal from Stanger Industries
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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 23, 2022

RESOLUTION NUMBER
R22-46

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET TO EXECUTE
THE PURCHASE AND INSTALLATION OF A NEW COMPRESSOR FOR THE GRAIN
VALLEY COMMUNITY CENTER**

WHEREAS, the Board of Aldermen of the City of Grain Valley adopted the Fiscal Year 2022 budget on December 13, 2021; and

WHEREAS, the Fiscal Year 2022 budget estimates the year's revenues and expenditures;
and

WHEREAS, the failure of the community center HVAC compressor was unforeseen and unbudgeted for the 2022 fiscal year; and

WHEREAS, the 2022 budget needs to be amended to allocate additional dollars to purchase and install the HVAC compressor.

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 recognize the need to amend the 2022 budget for the purchase and installation of a HVAC compressor for the Grain Valley Community Center.

SECTION 1: The City Administrator is authorized to amend the 2022 budget for this expenditure contingent upon the passage of Bill Number B22-18.

PASSED and APPROVED, via voice vote, (___-___) this 23rd Day of May, 2022.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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

MEETING DATE	05/23/2022	
BILL NUMBER	R22-47	
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 TWIN TRAFFIC MARKINGS CORPORATION FOR PAVEMENT MARKINGS	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$26,710.00
	Budget Line Item:	280-88-79915 - \$28,000.00
	Balance Available	280-88-79915 – \$28,000.00
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To complete the 2022 CIP pavement project, with pavement marking on Duncan Rd and on Sni-A-Bar Blvd.	
BACKGROUND	The Board of Alderman approved the 2022 pavement overlay project and with the new asphalt overlay: pavement markings are needed on two roads to complete the annual 2022 CIP overlay project.	

SPECIAL NOTES	Duncan road from Buckner Tarsney Road to Tyer Road will be restriped with paint and have two bike lanes added where the road widens, and space allows. 3 PED crossings will also be included on Duncan road in thermoplastic. Sni-A-Bar Blvd will be restriped with paint from Buckner Tarsney west to Cross Creek Dr.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memorandum, unit pricing contract

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 23, 2022

RESOLUTION NUMBER

R22-47

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT TWIN TRAFFIC MARKINGS CORPORATION FOR PAVEMENT MARKINGS

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 appropriated funds for this purchase on December 13, 2021 via B21-34; and

WHEREAS, the Board of Aldermen are committed to providing its community with safe and reliable roads with notable driving lanes; and

WHEREAS, Twin Traffic Markings Corporation submitted the best bid

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 Twin Traffic Markings Corporation for pavement markings and re-striping.

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

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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PROPOSAL #2022-439

FROM: **TWIN TRAFFIC MARKING CORPORATION**

626 N 47TH STREET
KANSAS CITY, KS 66102

PHONE: (913)428-2575

FAX: (913)428-2590

REF: CITY OF GRAIN VALLEY, MISSOURI
INSTALLATION OF PAVEMENT MARKINGS

SHEET 2 OF 2

DUNCAN RD - BUCKENER TARSNEY TO TYLER RD
SNI A BAR BLVD - BUCKNER TARSNEY TO CROSS CREEK DRIVE

DATE: 4/29/2022

BID DATE: 4/29/2022

ITEM	DESCRIPTION	QTY	PER	UNIT PRICE	AMOUNT
	PAINT INSTALLATION (NO BIKE LANE ON DUNCAN)				
1	PAINT PAVEMENT MARKINGS - 4" WHITE	10,320.0	LF	\$ 0.50	\$ 5,160.00
2	PAINT PAVEMENT MARKINGS - 4" YELLOW	11,980.0	LF	\$ 0.50	\$ 5,990.00
3	PAINT PAVEMENT MARKINGS - 24" WHITE	78.0	LF	\$ 6.00	\$ 468.00
				TOTAL	\$ 11,618.00
	PAINT INSTALLATION (BIKE LANE ON DUNCAN)				
2	PAINT PAVEMENT MARKINGS - 4" YELLOW	14,440.0	LF	\$ 0.45	\$ 6,498.00
3	PAINT PAVEMENT MARKINGS - 6" WHITE	7,860.0	LF	\$ 0.70	\$ 5,502.00
4	PAINT PAVEMENT MARKINGS - 24" WHITE	78.0	LF	\$ 6.00	\$ 468.00
9	PAINT PAVEMENT MARKINGS - BICYCLE SYMBOL	32.0	EA	\$ 225.00	\$ 7,200.00
10	PAINT PAVEMENT MARKINGS - BICYCLE ARROW	32.0	EA	\$ 125.00	\$ 4,000.00
				TOTAL	\$ 23,668.00

*ALL BID ITEMS ARE TIED

**ATTACHED TERMS APPLY TO ALL BID ITEMS AND PRICES

***PROPOSAL MUST BE ACCEPTED WITHIN 60 CALENDAR DAYS OF BID DATE TO BE VALID.

AUTHORIZED BY

Bill Francis
TWIN TRAFFIC MARKING CORP.

PROPOSAL #2022-439

FROM: **TWIN TRAFFIC MARKING CORPORATION**

626 N 47TH STREET
KANSAS CITY, KS 66102

PHONE: (913)428-2575

FAX: (913)428-2590

REF: CITY OF GRAIN VALLEY, MISSOURI
INSTALLATION OF PAVEMENT MARKINGS

SHEET 1 OF 2

DUNCAN RD - BUCKENER TARSNEY TO TYLER RD
SNI A BAR PARKWAY - EAGLES PARKWAY TO 40 HIGHWAY
SNI A BAR BLVD - BUCKNER TARSNEY TO CROSS CREEK DRIVE

DATE: 4/29/2022

BID DATE: 4/29/2022

ITEM	DESCRIPTION	QTY	PER	UNIT PRICE	AMOUNT
	THERMOPLASTIC INSTALLATION (NO BIKE LANE ON DUNCAN)				
1	THERMOPLASTIC PAVEMENT MARKINGS - 4" WHITE	10,320.0	LF	\$ 1.05	\$ 10,836.00
2	THERMOPLASTIC PAVEMENT MARKINGS - 4" YELLOW	11,980.0	LF	\$ 1.05	\$ 12,579.00
3	THERMOPLASTIC PAVEMENT MARKINGS - 24" WHITE	78.0	LF	\$ 18.00	\$ 1,404.00
				TOTAL	\$ 24,819.00
	THERMOPLASTIC INSTALLATION (BIKE LANE ON DUNCAN)				
2	THERMOPLASTIC PAVEMENT MARKINGS - 4" YELLOW	14,440.0	LF	\$ 0.90	\$ 12,996.00
3	THERMOPLASTIC PAVEMENT MARKINGS - 6" WHITE	7,860.0	LF	\$ 1.20	\$ 9,432.00
4	THERMOPLASTIC PAVEMENT MARKINGS - 24" WHITE	78.0	LF	\$ 15.00	\$ 1,170.00
9	THERMOPLASTIC PAVEMENT MARKINGS - BICYCLE SYMBOL	32.0	EA	\$ 250.00	\$ 8,000.00
10	THERMOPLASTIC PAVEMENT MARKINGS - BICYCLE ARROW	32.0	EA	\$ 200.00	\$ 6,400.00
				TOTAL	\$ 37,998.00

*ALL BID ITEMS ARE TIED

**ATTACHED TERMS APPLY TO ALL BID ITEMS AND PRICES

***PROPOSAL MUST BE ACCEPTED WITHIN 60 CALENDAR DAYS OF BID DATE TO BE VALID.

AUTHORIZED BY

Bill Francis

TWIN TRAFFIC MARKING CORP.

Twin Traffic Marking Corporation
626 N 47th Street
Kansas City, KS 66102

Terms of pavement marking bid item(s):

- 1 One Mobilization is included in bid price unless otherwise stated on proposal
- 2 We propose to furnish material and Labor in accordance with project specifications
- 3 Permanent pavement markings will be installed when final surface is totally complete. Unit bid price(s) do not cover same day striping or any short term pavement markings
- 4 Removal of existing markings is not included unless quoted as a bid item or noted on proposal
- 5 Short term markings and removal of short term markings is not included in bid price
- 6 If the proposal includes an option for a Dripline it should not be considered a layout line. All measurements should be performed by the subcontractor prior to installing their work
- 7 Bid Price does not include payment and performance bonds. Each can be furnished for an additional cost as follows. Bond rate 1.125 of 1% and waiver for \$250.00.
- 8 Twin Traffic will not assume responsibility for temporary tape or permanent markings installed after October 31st or prior to April 1st.
- 9 General contractor is to provide all traffic control equipment required for installation of pavement markings. Twin traffic will provide TMA's required for mobil operations.
- 10 Dripline installation is for a mobil operation only. If flagging operations are required for installation of dripline, price is not valid.

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

MEETING DATE	05/23/2022	
BILL NUMBER	R22-47	
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 TWIN TRAFFIC MARKINGS CORPORATION FOR PAVEMENT MARKINGS	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$26,710.00
	Budget Line Item:	280-88-79915 - \$28,000.00
	Balance Available	280-88-79915 – \$28,000.00
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To complete the 2022 CIP pavement project, with pavement marking on Duncan Rd and on Sni-A-Bar Blvd.	
BACKGROUND	The Board of Alderman approved the 2022 pavement overlay project and with the new asphalt overlay: pavement markings are needed on two roads to complete the annual 2022 CIP overlay project.	

SPECIAL NOTES	Duncan road from Buckner Tarsney Road to Tyer Road will be restriped with paint and have two bike lanes added where the road widens, and space allows. 3 PED crossings will also be included on Duncan road in thermoplastic. Sni-A-Bar Blvd will be restriped with paint from Buckner Tarsney west to Cross Creek Dr.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memorandum, unit pricing contract

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 23, 2022

RESOLUTION NUMBER

R22-47

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TWIN TRAFFIC MARKINGS CORPORATION FOR PAVEMENT MARKINGS

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 appropriated funds for this purchase on December 13, 2021 via B21-34; and

WHEREAS, the Board of Aldermen are committed to providing its community with safe and reliable roads with notable driving lanes; and

WHEREAS, Twin Traffic Markings Corporation submitted the best bid

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 Twin Traffic Markings Corporation for pavement markings and re-striping.

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

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	5/23/2022	
BILL NUMBER	R22-48	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET TO INCREASE THE AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2022 PAVEMENT MAINTENANCE PROGRAM	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT DEPARTMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	\$35,000.00
	Budget Line Item:	280-88-79915
	Balance Available	\$0
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To rebuild SW Tisha Lane from SW August Lane to SW Gateway Court.	
BACKGROUND	When Superior Bowen was milling SW Tisha Lane, we found that the remaining asphalt has totally failed and, in most areas, you could see dirt and mud. When a car drove through after the milling, in certain areas, mud squirts out of road. The street needs a total reconstruction.	
SPECIAL NOTES	None	
ANALYSIS	Superior Bowen will remove the rest of the asphalt, then remove 2 inches of dirt, install 6 inches MoDOT Type 5 rock base, 4 inches of Type 1 base asphalt and a final lift of 2 inch of Type 5 asphalt.	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

May 23, 2022

RESOLUTION NUMBER

R22-48

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET TO INCREASE THE AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2022 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri adopted the Fiscal Year 2022 budget on December 13, 2021; and

WHEREAS, the Fiscal Year 2022 budget estimates the year's revenues and expenditures; and

WHEREAS, the base failure of Tisha Lane requires additional work to rebuild the street prior to the asphalt overlay and was unforeseen in the 2022 Pavement Maintenance Program; and

WHEREAS, the 2022 budget needs to be amended to allocated additional dollars to increase the agreement with Superior Bowen Asphalt Co.

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 recognize the need to amend the 2022 budget for the additional work to Tisha Lane in the 2022 Pavement Maintenance Program.

SECTION 2: The City Administrator is authorized to amend the 2022 budget for this additional work contingent upon the passage of Bill Number B22-19.

SECTION 3: The City Administrator is authorized to sign a change order to the agreement with Superior Bowen Asphalt Co.

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

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

Ordinances

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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

May 9, 2022 (6-0)

**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

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**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 _____

May 9, 2022 (6-0)

**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-ratio 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 _____
 8D626A4548B4404E
 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.*

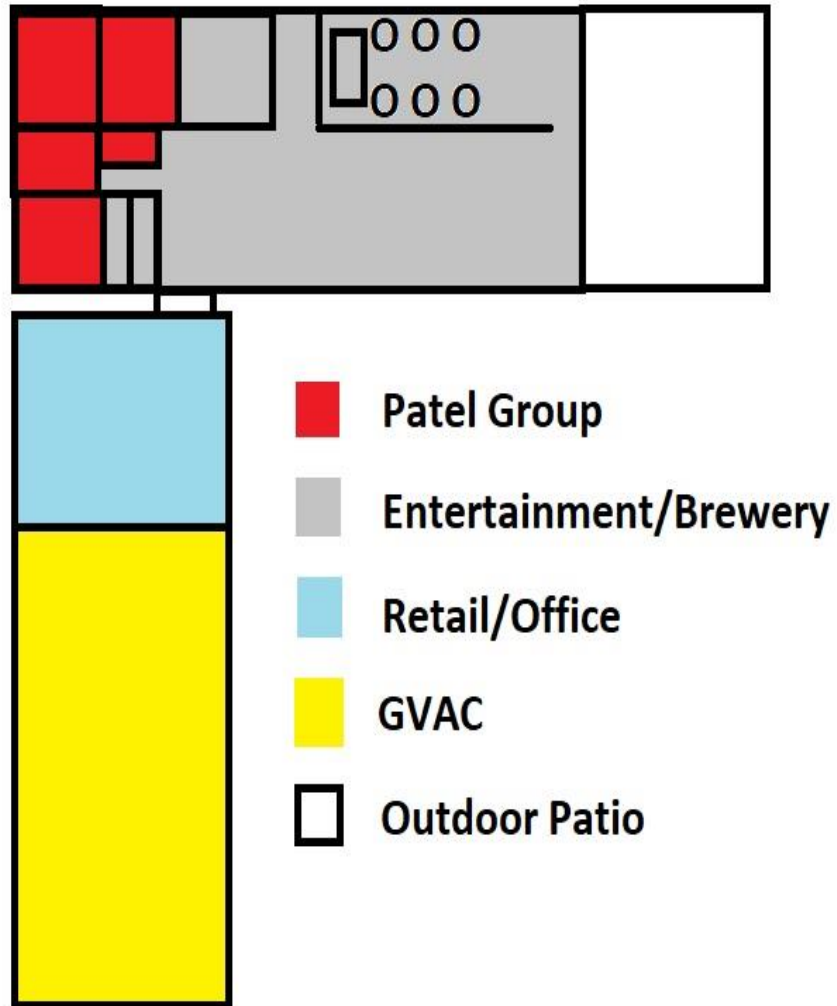
i **513 Gregg Street- Parcel 37-820-10-02-02-2-00-000**

- 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 HERIN 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. Notice was published in the Missouri Examiner on March 26 th for the April 13 th meeting and on April 23 rd for the May 9 th meeting.
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

May 9, 2022 (6-0)

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

MEETING DATE	05/23/2022	
BILL NUMBER	B22-18	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2022 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR THE PURCHASE AND INSTALLATION OF A NEW COMPRESSOR FOR THE GRAIN VALLEY COMMUNITY CENTER	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$18,329.00
	Budget Line Item:	Allocation from Reserves to Line Item: 200-25-76900
	Balance Available:	\$11,996.00
	New Appropriation Required:	[X] Yes [] No
PURPOSE	To replace one of two Grain Valley Community Center HVAC compressors that is no longer operational.	
BACKGROUND	This is one of the original compressors when the building was constructed in 2001.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

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

**STATE OF
MISSOURI**

BILL NO. B22-18

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND
THE 2022 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR
THE PURCHASE AND INSTALLATION OF A NEW COMPRESSOR FOR THE
GRAIN VALLEY COMMUNITY CENTER**

WHEREAS, the City of Grain Valley is committed to providing residents with quality, park and recreational facilities that provide an inviting and safe environment; and

WHEREAS, one of the HVAC compressors for the Grain Valley Community Center is no longer operational and needs to be replaced as we are approaching the hottest time of the year; and

WHEREAS, the cost for this repair was unforeseen and unbudgeted within the adopted 2022 fiscal year budget; and

WHEREAS, the Board of Aldermen have deemed it necessary to replace and install a new HVAC compressor for the Grain Valley Community Center to maintain a safe and comfortable environment for visitors and staff.

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

SECTION 1: The City Administrator is hereby authorized to amend the 2022 budget to allocate funding from park reserves for the purchase and installation of a new compressor for the Grain Valley Community Center.

Read two times and PASSED by the Board of Aldermen this 23rd day of May, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS _____
ALDERMAN SKINNER _____
ALDERMAN ARNOLD _____

ALDERMAN CLEAVER _____
ALDERMAN KNOX _____
ALDERMAN MILLS _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

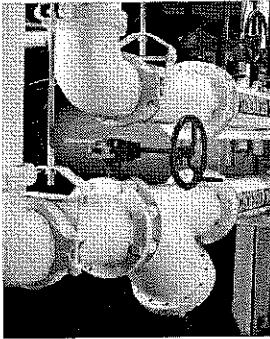
Mike Todd
Mayor

ATTEST:

Jamie Logan, City Clerk

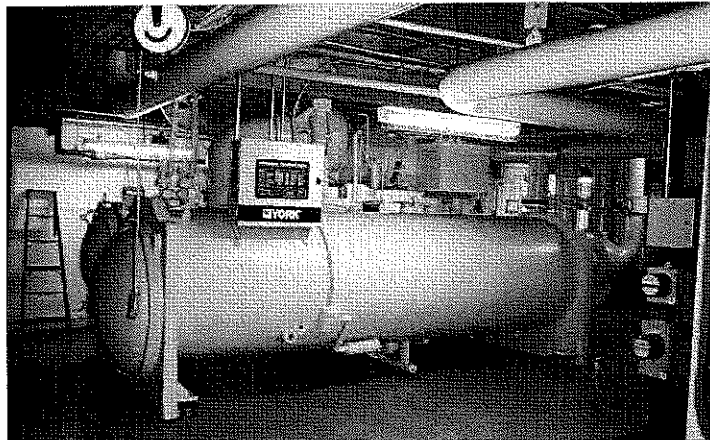
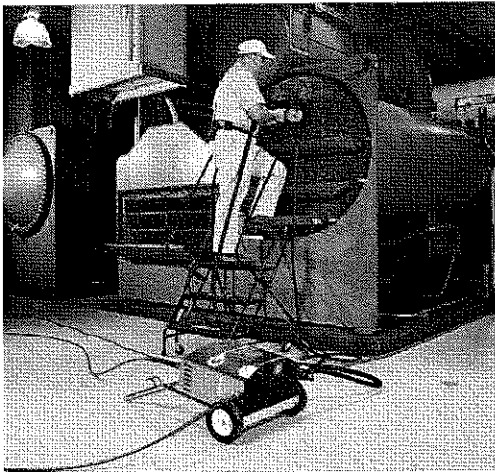


Stanger Industries Inc.



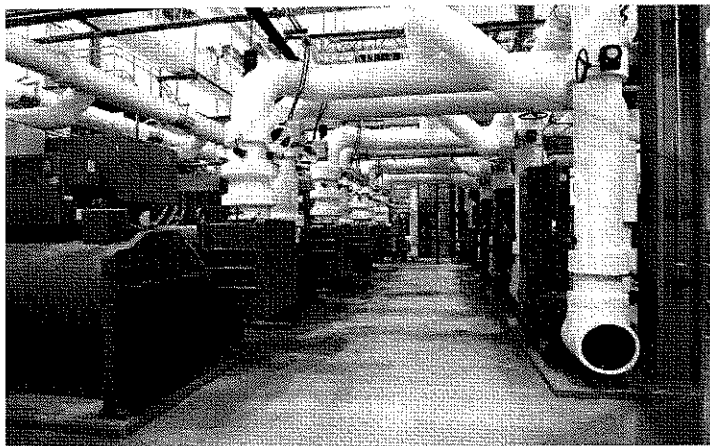
Proposal To: Grain Valley Civic Center

For: Mike Russell



4911 Elmwood Ave
Kansas City, MO 64130
Phone: (816) 861-2800

www.stangerinc.com





PROPOSAL

April 28, 2022

Grain Valley Civic Center
Mike Russell
713 N Main ST
Grain Valley

SUBJECT: Compressor Replacement

Dear: Mike Russell

Stanger Industries Inc. is very pleased to provide the following proposal for consideration:

- Remove refrigerant from the existing compressor
- Utilize crane to remove existing and lift new compressor to condensing unit
- Install core dryer, liquid line dryer core, suction core dryer shell and compressor contactors
- Fill compressor with oil
- Leak-check all disturbed joints and welds with nitrogen
- Reinstall original reclaimed refrigerant
- Check all fluid, refrigerant, pressure levels
- Start-up and check all components are operating per manufacturers specifications
- Clean up work area and haul off old compressor
- Return to civic center two times to replace dryer cores

Price..... \$18,329

Exclusions: Overtime, any additional refrigerant required, any work outside of scope, electrical, insulation, controls, fire/smoke, abatement

Thank you for allowing us the opportunity to be of service.

Respectfully,

Stanger Industries Inc.

Andy Patton
Service Sales

CUSTOMER ACCEPTANCE:

Signed: Shawn Davis
Title: Director of Parks & Recreation
Date: May 3, 2022

4911 Elmwood Ave Kansas City, MO 6413 Phone: (816) 861-2800 Fax: (816) 861-2300



GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE AND PRICES

These terms and conditions are an integral part of Stanger Industries Inc. ("Seller")'s firm offer and form the basis of any agreement resulting from Seller's proposal. The proposal is subject to acceptance within 30 days from its date. By accepting this proposal, the Buyer is stating that they either have access, or will secure access to the funds with which immediate payment for the work can be made. Stanger Industries has not included any financing fees in the quoted price.

2. PERFORMANCE

Seller shall be obligated to furnish only the material, equipment, and labor specifically described in the Seller's proposal. No additional work will be performed unless agreed to in writing prior to the commencement of the work. All work will be performed in a professional manner according to standard industry practices. Unless specifically noted in the Seller's proposal, all work will be performed between the hours of 8am and 4:30pm, Monday thru Friday, excluding holidays.

3. TERM OF CONTRACT

(a) The term of the contract shall be for (1) year from the date of execution of the agreement.

(b) Automatic Renewal: This agreement shall be automatically renewed each year unless either party gives written notice of at least (90) days prior to the expiration of the agreement. The contract amount is to be increased by 2% annually unless a different amount is mutually agreed upon.

4. TAXES

No Local, State, or Federal Taxes are included unless specifically noted in the Seller's proposal. Any taxes that may become due will be billed in addition to the quoted price unless specifically noted as being included in the quoted amount.

5. WARRANTY

Seller's warranty obligation is limited to the following:

Seller warrants for a period of 30 Days from the completion of the work that the seller's workmanship shall be free from defects. Seller warrants materials and parts purchased by Seller from others, only to the extent that the same are warranted by the suppliers thereof. Removal and installation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and billed at the current hourly rate in effect. Additional equipment warranty may be available if specifically noted in the Seller's proposal. This warranty is voidable in the event of non-payment by the Buyer for goods and services rendered.

6. INDEMNITY

Seller and Buyer shall indemnify and hold each other harmless from any and all claims, actions, expenses, damages and liabilities, including reasonable attorney's fees resulting from death or bodily injury or damage to real or tangible property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

7. INSURANCE

Seller agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from the Buyer, provide a Certificate of Insurance evidencing this coverage:

Commercial General Liability	\$1,000,000 per occurrence	Automobile Liability	\$1,000,000 CSL
Workers Compensation	Statutory Limits		

8. LIABILITY DISCLAIMER

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES.

This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Seller shall not be liable for any delay, damage, or loss caused by unavailability of machinery, equipment, materials, delay of carriers, acts of God, fire, riots, labor disputes, lockouts, civil or military authority, conditions of the premises, acts or omissions of the purchaser, owner, or other contractors, or delays caused by suppliers or subcontractors of seller. **SELLER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS.**

9. CANCELLATION

This agreement may be cancelled by either party with written notice of at least (90) days. Buyer shall be liable to the Seller for any costs incurred by the Seller for material and/or equipment procured for the performance of maintenance services as stipulated in the agreement.

10. PAYMENT

Payment terms are 100% net within 30 days of receipt of the invoice unless otherwise expressly agreed to in writing by Seller. Seller reserves the right to add to any account outstanding for more than 30 days a service charge the lesser of 1-1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate. Buyer shall be liable to Seller for all collection expenses, including reasonable attorney's fees and court costs, incurred by Seller in attempting to collect any amounts due from Buyer. If requested, Seller will provide appropriate lien waivers upon receipt of payment. Seller reserves the right to suspend or terminate performance in the event of the Buyer's non-payment.

FAILURE TO PAY FOR THE MATERIALS AND OR SERVICES RENDERED UNDER THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT.

NOTICE TO OWNERS OF BUILDINGS LOCATED IN MISSOURI

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL AND OR SERVICE TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT YOUR PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE TO OWNERS OF BUILDINGS LOCATED IN KANSAS

KANSAS LAW WILL ALLOW A SUPPLIER OR SUBCONTRACTOR ON THIS CONTRACT TO FILE A LIEN AGAINST YOUR PROPERTY FOR MATERIALS OR LABOR NOT PAID FOR BY THE PRIMARY CONTRACTOR UNLESS YOU HAVE A WAIVER SIGNED BY THE SUPPLIER OR THE SUBCONTRACTOR. IF YOU RECEIVE A NOTICE OF FILING OF A LIEN STATEMENT BY THE SUPPLIER OR SUBCONTRACTOR, YOU MAY WITHHOLD FROM THE PRIMARY CONTRACTOR THE AMOUNT CLAIMED UNTIL THE DISPUTE IS SETTLED.

INTENTIONALLY LEFT BLANK

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

MEETING DATE	5/23/2022	
BILL NUMBER	B22-19	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2022 BUDGET TO ALLOCATE FUNDING FROM CAPITAL IMPROVEMENT FUND RESERVES FOR ADDITIONAL FUNDING TO 2022 PAVEMENT MAINTENANCE PROGRAM	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT DEPARTMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	\$35,000.00
	Budget Line Item:	Allocation from Reserves to Line Item: 280-88-79915
	Balance Available	N/A
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To rebuild SW Tisha Lane from SW August Lane to SW Gateway Court.	
BACKGROUND	When Superior Bowen was milling SW Tisha Lane, we found that the remaining asphalt has totally failed and, in most areas, you could see dirt and mud. When a car drove through after the milling, in certain areas, mud squirts out of road. The street needs a total reconstruction.	
SPECIAL NOTES	None	
ANALYSIS	Superior Bowen will remove the rest of the asphalt, then remove 2 inches of dirt, install 6 inches MoDOT Type 5 rock base, 4 inches of Type 1 base asphalt and a final lift of 2 inch of Type 5 asphalt.	

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. B22-19

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND
THE 2022 BUDGET TO ALLOCATE FUNDING FROM CAPITAL IMPROVEMENT
FUND RESERVES FOR ADDITIONAL FUNDING TO 2022 PAVEMENT
MAINTENANCE PROGRAM**

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

WHEREAS, the Board of Aldermen adopted Ordinance 2569 establishing the budget for Fiscal Year 2022 on December 13, 2021, appropriating funds for road improvements, and repairs; and

WHEREAS, the Board of Aldermen approved R22-18 on February 14, 2022 authorizing the City Administrator to enter into an agreement with Superior Bowen Asphalt Co. for the construction of the 2022 Pavement Maintenance Program; and

WHEREAS, the base failure of Tisha Lane requires additional work to rebuild the street prior to the asphalt overlay and was unforeseen in the 2022 Pavement Maintenance Program.

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

SECTION 1: The City Administrator is hereby authorized to amend the 2022 budget to allocate funding from the capital improvement fund reserves for additional funding to 2022 pavement maintenance program.

Read two times and PASSED by the Board of Aldermen this 23rd day of May, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS _____
ALDERMAN SKINNER _____
ALDERMAN ARNOLD _____

ALDERMAN CLEAVER _____
ALDERMAN KNOX _____
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