



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

June 10, 2024

6:30 P.M.

**Open to the Public**

Located in the Council Chambers of City Hall  
711 Main Street | Grain Valley, Missouri

**ITEM I: Call to Order**

- Mayor Mike Todd

**ITEM II: Roll Call**

- City Clerk Jamie Logan

**ITEM III: Invocation**

**ITEM IV: Pledge of Allegiance**

- Alderman Kyle Sole

**ITEM V: Approval of Agenda**

- City Administrator Ken Murphy

**ITEM VI: Police Officer Oath of Office**

- Jason Eyerly

**ITEM VII: Public Comment**

- The public is asked to please limit their comments to three (3) minutes

**ITEM VIII: Consent Agenda**

- May 13, 2024 – Board of Aldermen Regular Meeting Minutes
- June 10, 2024 – Accounts Payable

**ITEM IX: Previous Business**

- None

**ITEM X: New Business**

- Mayor Pro-Tem & Board Liaison Appointments
- 2024-2025 liquor license renewals for the following businesses in the City of Grain Valley:
  - Agaves, LLC
  - B&B Theatres Operating Co Inc
  - Captain's Pub LLC
  - Casey's Marketing Company #3325
  - Casey's Marketing Company #2808
  - Casey's Marketing Company #2209
  - Cosentino Enterprises dba Price Chopper
  - Dolgencorp, LLC dba Dollar General
  - El Tequilazo Cocina Y Cantina

- Impact Motor Sports, LLC dba Valley Speedway
- Iron Kettle Brewing LLC
- JY Amigos dba El Maguey
- Nicotra Vineyards, LLC
- Outer Belt Entertainment, Inc. dba MO Country
- Quiktrip Corporation
- Temp-Stop, LLC
- The Darbari Das Ji dba Discount Liquor and Smokes
- Valley Moments

**ITEM XI: Presentations**

- None

**ITEM XII: Public Hearing**

- None

**ITEM XIII: Resolutions**

**ITEM XIII (A)**  
R24-40  
*Introduced by  
Alderman Brian  
Bray*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement With Jackson County, Missouri Community Backed Anti-Crime Tax (COMBAT)**

To request funding from Jackson County's Anti-Crime Sales Tax Funds to assist the City of Grain Valley in defraying certain costs of its Law Enforcement School Based Initiative (LESBI) or similar anti-drug; and anti-violence programs

**ITEM XIII (B)**  
R24-41  
*Introduced by  
Alderman Tom  
Cleaver*

**A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute an Agreement With Burrell, Inc, Comprehensive Mental Health Services (CMHS)**

To improve services and outcomes among individuals with mental health disorders or co-occurring mental health and substance use disorders who come in contact with law enforcement

**ITEM XIII (C)**  
R24-42  
*Introduced by  
Alderman Darren  
Mills*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri to Enter into an agreement with the Missouri Department of Transportation for grant funded overtime for DWI Enforcement and Hazardous Moving Violation Enforcement**

To enhance traffic safety and enforcement on roadways in the City of Grain Valley, Missouri

**ITEM XIII (D)**  
R24-43  
*Introduced by  
Alderman Ryan  
Skinner*

**A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into a Cooperative Agreement With the Grain Valley Chamber of Commerce**

To continue the relationship between the city and the Grain Valley Chamber of Commerce

**ITEM XIV: Ordinances**

**ITEM XIV (A)**  
B24-09  
2<sup>ND</sup> READ  
*Introduced by Alderman Brian Bray*  
**An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Title II, Chapter 215, Section 215.200 Sexual Misconduct and Repealing Section 215.216 of the City of Grain Valley, Missouri**  
To update Chapter 215 to be more comprehensive

**ITEM XIV (B)**  
B24-10  
2<sup>ND</sup> READ  
*Introduced by Alderman Tom Cleaver*  
**An Ordinance to Repeal Ordinance 2447 and Enact a Revised Amendment to Title II Public Health, Safety and Welfare Chapter 215 Article X Offenses Against the Public Order Section 215.370 Peace Disturbance (A)(1)(a) of the Code of Ordinances**  
To add Community Development's long-standing policy of approved construction hours and after-hours work permits if work is to be conducted outside the approved hours pertaining only to construction activity requiring a permit

**ITEM XIV (C)**  
B24-11  
1<sup>ST</sup> READ  
*Introduced by Alderman Darren Mills*  
**An Ordinance Authorizing the Sale of Property Owned by the City of Grain Valley, Missouri and Authorizing the City Administrator to Execute All Documents Associated With the Sale**  
To sell city owned parcel numbers 37-830-11-03-02-0-00-000, 37-830-11-04-00-0-00-000, and 37-830-11-06-00-0-00-000

**ITEM XV: City Attorney Report**

- City Attorney

**ITEM XVI: City Administrator & Staff Reports**

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh
- Police Chief Ed Turner
- 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 Brian Bray
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner
- Alderman Kyle Sole

**ITEM XVIII: Mayor Report**

- Mayor Mike Todd

**ITEM XIX: Executive Session**

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- 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 Regular Meeting on June 24, 2024 at 6:30 P.M. The meeting will be in the Council Chambers of the Grain Valley City Hall.*

*Persons requiring accommodation to participate in the meeting should contact the City Clerk at 816.847.6211 at least 48 hours before the meeting.*

*The City of Grain Valley is interested in effective communication for all persons.*

*Upon request, the minutes from this meeting can be made available by calling 816.847.6211.*

*Consent*

*Agenda*

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**ITEM I: Call to Order**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on May 13, 2024, at 6:30 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**

- Clerk Jamie Logan called roll
- *Present: Bray, Cleaver, Mills, Skinner, Sole*
- *Absent: Knox*

**-QUORUM PRESENT-**

**ITEM III: Invocation**

- Invocation was given by Faith United Methodist Church

**ITEM IV: Pledge of Allegiance**

- The Pledge of Allegiance was led by Ryan Skinner

**ITEM V: Approval of Agenda**

- Mayor Todd asked to add Main Street Parking under previous business
- *Alderman Bray made a Motion to add Main Street Parking under previous business*
- *The Motion was Seconded by Alderman Skinner*
  - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

*-Motion Approved: 5-0-*

**ITEM VI: Proclamations**

- A proclamation was read and presented to recognize National Public Works Week and Public Works services and employees

**ITEM VII: Police Officer Oath of Office**

- The Police Officer Oath of Office was given to Matthew Shull

**ITEM VIII: Public Comment**

- None

**ITEM IX: Consent Agenda**

- April 22, 2024 – Board of Aldermen Regular Meeting Minutes
- May 13, 2024 – Accounts Payable

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

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

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- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Mills*
  - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

*-Motion Approved: 5-0-*

**ITEM X: Previous Business**

- Main Street – on-street parking; Mayor Todd provided a history of the parking spaces and sight distance issues on Main Street pulling out from Front and Walnut ; There were a few have reached out due to parking concerns
- Matthew Heard; 506 Foothill; Main Street Pinball – He does understand the safety issues, but is here to speak related to the businesses on Main Street. He stated the visitors to those businesses would now have to park on the North side of the building. Many of these business owners are concerned and are concerned this would be a hinderance to people renewing their leases. Mr. Heard has suggestions of 3-way stop, enforcing the speed limits, etc. He stated he uses those parking spots to sell his machines and they load and unload in those spaces. He would like to know if other alternatives would be considered or if this is the end and no other options will be considered at this point. The posts going up hinders his business as he buys/sells machines and there is no parking to allow someone to come and pick up and unload; He feels there is more safety concern with pedestrian traffic with people crossing from the North parking lot vs. sight distance issues (across Walnut). He feels this will make an impact on who will visit those businesses and run those businesses.
- Mayor Todd stated there was a concern related to handicap spot at Front and Main – There is now a replacement handicap spot that has been painted to replace the one that was removed
- Alderman Bray clarified where the handicap spot was moved to (First spot around the corner at Front & Main)
- Alderman Sole stated he recalls from his time as an officer (in Grain Valley) the first parking spot when pulling off of Front street is dangerous; he asked if one of the roads could be made into a one-way to avoid the burden/eliminate a blind spot
- Mr. Trosen stated this would require a study and would limit Front Street traffic and carries traffic from Kirby to Main Street; Alderman Sole stated this would divert them to Walnut instead
- Mr. Trosen stated this is why the study was warranted and the on-call engineer double checked the study as well which is why the spaces were eliminated on either end. Mr. Trosen stated anything is possible, but to consider any potential restrictions for traffic;

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Finance Director Steven Craig  
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Mayor Todd stated I is a possibility on Walnut and Front, but Main Street is a MODOT maintained road

- Alderman Skinner asked what the future of the Community Garden is; Mr. Murphy stated this is used for events; Alderman Skinner stated this could be paved and used for food trucks, parking, etc.
- Alderman Bray asked how many spots are in the Walnut parking lot; Alderman Skinner stated 22 (he had the map up) and 4 on Main and 8 on Walnut
- Alderman Skinner asked who owns the parking lot across from the bank; ½ and ½ (owner of commercial space/railroad)
- Mr. Trosen stated the Board of Aldermen vacated what used to be 2<sup>nd</sup> street there in the past
- Alderman Cleaver asked how many complaints were received related to safety; over 20 due to safety concerns
- Alderman Skinner asked if Front Street or Walnut Street was a bigger concern; Mayor Todd stated the handicap spot was moved from Main to around the corner to the first spot on Front Street
- Mr. Murphy stated in 2013/2015 during the Main Street project, he stated the community garden was never a permanent fix
- Alderman Skinner stated if the spots cannot come back due to safety concerns; Mr. Trosen stated 2 on the North and South impeded the sight distance on either end with semi-permanent bollards; Alderman Skinner stated it could be used as a loading/unloading zone for 15 minutes
- Alderman Bray asked if there is a back door; Mr. Heard stated there is a gas meter in the back and cannot use the back for loading/unloading- Mr. Heard stated removing the poles and making it a loading/unloading would help.
- Mayor Todd asked if the two spots was being generous on what was determined by the study for removal; Mr. Trosen stated the 2 spots barely gets the sight distance clearance
- Mr. Murphy stated they discussed in the past (prior to the study) to have all timed parking/metered parking, but then someone would need to enforce
- Alderman Bray posed the question if now that the sight distance study has been done, is it a liability for the city to open the spots up in the future; Mr. Lauber responded that legal/liability is a topic for closed session or a memo
- Alderman Skinner stated he is in favor of looking at a potential loading/unloading zone and then to pursue the community garden property especially if this is limiting growing the downtown area and that is a city initiative
- Mayor Todd asked how long it takes to load/unload a machine; Mr. Heard stated 15-20 minutes to load/unload a machine and the barriers are inhibiting the ability of a trailer to pull up and pick up or drop off a machine
- Alderman Skinner stated no parking signs could be put up and police could help enforce
- Alderman Bray would like to discuss with council before making a determination

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
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- Mr. Heard asked if a crosswalk could be a considered across Walnut to El Tequilazo's building from the parking lot

**ITEM XI: New Business**

- Grain Valley Fair Beer Garden September 6-7; MO Country
- Mayor Todd stated MO Country submitted a caterer's license application. All is in good order. They are requesting to sell liquor on City property for the Grain Valley Fair
- *Alderman Skinner made a Motion to allow liquor sales on City property for the Grain Valley Fair September 6-7*
- *The Motion was Seconded by Alderman Cleaver*
  - *No discussion*
- *Motion to allow MO Country to sell liquor on City property for the Grain Valley Fair September 6-7 was voted on with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 5-0-**

**ITEM XII: Presentations**

- Grain Valley Chamber of Commerce
- Cory Unrein; director of business development for the Chamber of Commerce. This past year they transitioned from the Partnership to the Grain Valley Chamber of Commerce.
- She presented the Grain Valley Chamber of Commerce's annual report; she provided handouts highlighting the year's accomplishments, membership statistics and goals for this next year

**ITEM XIII: Public Hearing**

- None

**ITEM XIV: Resolutions**

**Resolution No. R24-35** A Resolution by the Board of Aldermen of the City of Grain Valley, Reappointing Mike Switzer, Adam Hoover, and Lisa Limberg to the Grain Valley Parks and Recreation Board for Three-Year Terms

- *Alderman Cleaver moved to approve Resolution No. R24-35*
- *The Motion was Seconded by Alderman Bray*
  - *Mr. Murphy stated this reappoints 3 current members*
- *Motion to approve Resolution No. R24-35 was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

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

**-Resolution No. R24-35 Approved: 5-0**

**Resolution No. R24-36** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a 2024 Ford F350 Regular Cab and Accessories for the Parks Division

- *Alderman Skinner moved to approve Resolution No. R24-36*
- *The Motion was Seconded by Alderman Sole*
  - *This vehicle was identified as a need to replace during the budget cycle, it was over in years and mileage*
- *Motion to approve Resolution No. R24-36 was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R24-36 Approved: 5-0**

**Resolution No. R24-37** A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute Change Order Number 2 With All Pro Asphalt & Maintenance LLC for the 2024 Pavement Maintenance Program

- *Alderman Mills moved to approve Resolution No. R24-37*
- *The Motion was Seconded by Alderman Skinner*
  - *This was discussed with the board as an add on to the current agreement*
- *Motion to approve Resolution No. R24-37 was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R24-37 Approved: 5-0**

**Resolution No. R24-38** A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute Change Order Number 1 With Quality Custom Concepts, Inc. for the 2024 Concrete Replacement and Paving Program

- *Alderman Skinner moved to approve Resolution No. R24-38*
- *The Motion was Seconded by Alderman Cleaver*
  - *This is the concrete side associated with the prior resolution*
  - *Alderman Sole asked when future projects/roads would be discussed*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Finance Director Steven Craig  
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- *Mr. Murphy stated the 5-year CIP is being discussed and brought to the board in the summer; the plan is to ask for a new study/pavement assessment*
- *Motion to approve Resolution No. R24-38 was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R24-38 Approved: 5-0**

**Resolution No. R24-39** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Vance Brothers, Inc. for Micro Seal Paving

- *Alderman Sole moved to approve Resolution No. R24-39*
- *The Motion was Seconded by Alderman Skinner*
  - *This is part of the pavement maintenance plan for 2024- this is a different contract as we are piggybacking off part of Platte County's agreement*
- *Motion to approve Resolution No. R24-39 was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R24-39 Approved: 5-0**

**ITEM XV: Ordinances**

**Bill No. B24-08:** An Ordinance Appointing Susan Watkins as Judge, Grain Valley, Missouri, Municipal Division, Circuit Court of Jackson County, Missouri, and setting the Pay Therefore

**Bill No. B24-08** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bray moved to accept the first reading of Bill No. **B24-08** and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Mills*
  - *This would reappoint our current judge*
- *Motion to accept the first reading of Bill No. **B24-08** bring it back for a second reading at was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Finance Director Steven Craig  
Police Chief Ed Turner  
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**-Motion Approved 5-0-**

**Bill No. B24-08:** An Ordinance Appointing Susan Watkins as Judge, Grain Valley, Missouri, Municipal Division, Circuit Court of Jackson County, Missouri, and setting the Pay Therefore

**Bill No. B24-08** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bray moved to accept the second reading of Bill No. **B24-08** and approve it as ordinance #2449*
- *The Motion was Seconded by Alderman Mills*
  - None
- Motion to accept the reading of Bill No. **B24-08** and approve it as ordinance #2449 was voted upon with the following roll call vote:
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Bill No. B24-08 Became Ordinance #2449 5-0 -**

**Bill No. B24-09:** An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Title II, Chapter 215, Section 215.200 Sexual Misconduct and Repealing Section 215.216 of the City of Grain Valley, Missouri

**Bill No. B24-09** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bray moved to accept the first reading of Bill No. **B24-09** and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Skinner*
  - This is an update to code to make sure ours is in line with legal updates and verbiage
- *Motion to accept the first reading of Bill No. **B24-09** bring it back for a second reading at was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 5-0-**

**Bill No. B24-10:** An Ordinance to Repeal Ordinance 2447 and Enact a Revised Amendment to

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
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Title II Public Health, Safety and Welfare Chapter 215 Article X Offenses Against the Public Order Section 215.370 Peace Disturbance (A)(1)(a) of the Code of Ordinances

**Bill No. B24-10** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Cleaver moved to accept the first reading of Bill No. **B24-10** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Mills*
  - This is to add the word permitting to each of the activities as well as adding a line related to after hours work and permits
- *Motion to accept the first reading of Bill No. **B24-10** bring it back for a second reading at was voted upon with the following voice vote:*
  - *Aye: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 5-0-**

**ITEM XVI: City Attorney Report**

- None

**ITEM XVIII: City Administrator & Staff Reports**

- City Administrator Ken Murphy
  - The HR report is printed for each of you and the police officer position is no longer an open position for the first time in a while as they are fully staffed at this time
  - He thanked all that attended the ribbon cutting last week for the police station
- Deputy City Administrator Theresa Osenbaugh
  - None
- Police Chief Ed Turner
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - The pool will open Saturday, May 25th
- Community Development Director Mark Trosen
  - Approximately 2 weeks ago door hangers were placed at the homes on Front Street to notify of a meeting related to the Front Street reconstruction project which will include easements – at the community center
  - Saturday, June 1 from 8am-2pm is the annual clean-up event at the public works facility – May 30 and May 31 is the senior pick up and those accommodations need to be made by May 24

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
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- City Clerk Jamie Logan
  - None

**ITEM XVIII: Board of Aldermen Reports & Comments**

- Alderman Brian Bray
  - He stated there were several people requesting additional patrols on Rust Road between BB and Duncan as well as Jefferson since the recent accident
- Alderman Tom Cleaver
  - None
- Alderman Rick Knox
  - Absent
- Alderman Darren Mills
  - Really enjoyed the tour and ribbon cutting at the new police station
- Alderman Ryan Skinner
  - He received a petition for streetlights on the Dillingham Walking Path near Hedgewood/Persimmon along a dark walking path. He was approached by some residents at an HOA meeting
- Alderman Kyle Sole
  - He was very impressed with the new department and welcome officer Shull

**ITEM XIX: Mayor Report**

- He stated the Jefferson accident was tragic. It is a MODOT road and they have been in contact with them and has been messaging with the family as well about the petition they are working on to obtain 10,000 signature. They are trying to find a date in June to have an open house with Representative Coleman relating to MODOT Roads in our city and those with concerns to attend and listen to have Representative Coleman take those concerns back. Once the date is set, it will be shared back if any would like to attend
- The next meeting committee liaisons and Mayor pro-tem will be appointed

**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*
- *Alderman Skinner 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*
- *The motion was seconded by Alderman Bray*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - Aye: Bray, Cleaver, Mills, Skinner, Sole
  - Nay:
  - Abstain:

**-Motion Carried:5-0-**

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

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

**CITY OF GRAIN VALLEY**  
Board of Aldermen Meeting Minutes  
Regular Session

**05/13/2024**  
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**- The regular meeting closed at 7:22 PM-**

- *Alderman Skinner 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: Bray, Cleaver, Mills, Skinner, Sole*
  - *Nay:*
  - *Abstain:*

**- Motion Carried: 5-0-**

**- The regular meeting opened at 7:47 PM-**

**ITEM XXI: Adjournment**

- The meeting was adjourned at 7:47 P.M.

Minutes submitted by:

\_\_\_\_\_  
Jamie Logan  
City Clerk

\_\_\_\_\_  
Date

Minutes approved by:

\_\_\_\_\_  
Mike Todd  
Mayor

\_\_\_\_\_  
Date

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Darren Mills  
Alderman Ryan Skinner  
Alderman Kyle Sole

**ELECTED OFFICIALS ABSENT**

Alderman Rick Knox

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Finance Director Steven Craig  
Police Chief Ed Turner  
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	45.72
			KC EARNINGS TAX WH	48.13
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	3,104.10
			MISSOURI WITHHOLDING	3,474.11
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	431.46
		HAMPEL OIL INC	CJC FUEL	1,391.93
			CJC FUEL	577.00
		CJC FUEL	CJC FUEL	1,682.30
			AFLAC AFTER TAX	73.73
		AFLAC	AFLAC AFTER TAX	73.73
			AFLAC CRITICAL CARE	11.88
		AFLAC CRITICAL CARE	AFLAC CRITICAL CARE	11.88
			AFLAC PRETAX	307.66
		AFLAC PRETAX	AFLAC PRETAX	305.42
			AFLAC-W2 DD PRETAX	301.34
		AFLAC-W2 DD PRETAX	AFLAC-W2 DD PRETAX	300.48
			MIDWEST PUBLIC RISK	189.22
		DENTAL	DENTAL	189.22
			COPAY	553.00
		COPAY	COPAY	499.10
			COPAY	126.03
		QHDHP HSA	QHDHP HSA	563.50
			QHDHP HSA	1,418.54
		QHDHP HSA	QHDHP HSA	22.70
			VISION	48.00
		VISION	VISION	44.02
			VISION	110.00
		VISION	VISION	14.35
			HSA BANK	439.70
		HSA - GRAIN VALLEY, MO	HSA - GRAIN VALLEY, MO	543.84
			CITY OF GRAIN VALLEY -FLEX	15.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	1,203.73
			MISSIONSQUARE 457 %	1,240.57
		MISSIONSQUARE 457	MISSIONSQUARE 457	370.00
			MISSIONSQUARE 457	433.97
		MISSIONSQUARE ROTH IRA	MISSIONSQUARE ROTH IRA	239.21
			MISSIONSQUARE ROTH IRA	257.99
		INTERNAL REVENUE SERVICE	FEDERAL WH	8,100.20
			FEDERAL WH	9,246.91
		SOCIAL SECURITY	SOCIAL SECURITY	5,976.96
			SOCIAL SECURITY	6,558.27
		MEDICARE	MEDICARE	1,397.80
			MEDICARE	1,533.82
		TOTAL:		53,287.30
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	140.00
			MISSOURI LAGERS	418.20
		MONTHLY CONTRIBUTIONS	MONTHLY CONTRIBUTIONS	418.19
			WORKSTEPS: SHULL	150.00
		OFFICE DEPOT	OFFICE DEPOT	62.53
			WAGEWORKS INC	59.00
		STANDARD INSURANCE CO	STANDARD INSURANCE CO	19.50
			AMAZON.COM	300.00
		AUTHORIZE.NET	AUTHORIZE.NET	42.90
			APR 2024 TRANSACTIONS	74.40
		FACEBOOK INC / META	FACEBOOK INC / META	9.93
			WESTERN DIVISION MOCCFOA	40.00
		LOGAN MEMBERSHIP THRU 0531	LOGAN MEMBERSHIP THRU 0531	40.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI PARK & REC ASSN	JOB POSTING	150.00
		MIDWEST PUBLIC RISK	DENTAL	52.35
			COPAY	379.06
			QHDHP HSA	265.15
			QHDHP HSA	348.68
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		CONCENTRA MEDICAL CENTERS	WULFF/OTTO/STONE SCREENING	324.00
			CONCENTRA	750.00
			IRELAND SCREENING	108.00
		GRAIN VALLEY NEWS	2 JOB BOARD JOB POSTINGS	80.00
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	699.56
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	208.05
			SOCIAL SECURITY	214.22
			MEDICARE	48.67
			MEDICARE	50.10
		PSHRA	HOLLAND: 2024 CONFERENCE R	999.00
			HOLLAND: 2024 CONFERENCE R	<u>999.00-</u>
			TOTAL:	5,512.49
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	Data Back-up	770.00
			IT Clarity Services	3,522.60
			Office 365	1,024.40
		OMNIGO SOFTWARE	OMNIGO RMS	15,924.32
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	80.02
		CLEAROV INC	2024 SUBSCRIPTION FEE	<u>2,600.00</u>
			TOTAL:	23,921.34
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	180.00
		COMCAST - HIERARCY ACCT	CITY HALL	54.08
			CITY HALL	212.52
		ORKIN	MAY 2024 MAIN ST SERVICE	89.59
		SPIRE	33333 - 624 JAMES ROLLO CT	24.20
			41111 - 711 S MAIN ST 70%	78.10
		EVERGY	1323-CAPPELL&FRONT/PH/PUBL	12.37
			1769 - 618 JAMES ROLLO CT	77.39
			2346 - 1608 NW WOODBURY	36.00
			4649- 618 JAMES ROLLO CT B	7.11
			5262 - 711 MAIN ST 70%	1,144.63
			8641 - 620 JAMES ROLLO CT	25.46
			9797 - 1805 NW WILLOW DR	35.95
		BRADY INDUSTRIES OF KANSAS LLC	TRASH CAN LINERS	435.89
		COMCAST	MAY 2024 FIBER	420.03
		COMCAST	CITY HALL AND PD VOICE EDG	382.96
		SNAKE N ROOTER	DRAIN CLEANING/PVC P-TRAP	364.00
		THE FAGAN COMPANY	CITY HALL UNIT RUNNING LOU	178.50
		4M BUILDING SOLUTIONS, LLC	Janitorial Services	1,062.27
		VETERAN FIRE & BACKFLOW	BACKFLOW INSPECTIONS	<u>210.00</u>
			TOTAL:	5,031.05
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	593.68
			MONTHLY CONTRIBUTIONS	539.69
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/COLORO	26.98
		OFFICE DEPOT	THEME BOOK	12.09
			WHITEOUT/DVDS/ENVELOPES/PE	13.49
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	16.25
		AMAZON.COM	KIDS PLASTIC CONSTRUCTION	68.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FOAM CUPS	44.01
		MISSOURI SECRETARY OF STATE	ANNUAL REGISTRATION	20.65
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	1,202.76
		MIDWEST PUBLIC RISK	DENTAL	23.59
			QHDHP HSA	420.86
		HSA BANK	HSA - GRAIN VALLEY, MO	98.34
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	11.64
		CAMDEN ON THE LAKE	MCMA LODGING	335.30
			MCMA LODGING	335.30
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	317.87
			SOCIAL SECURITY	293.20
			MEDICARE	74.34
			MEDICARE	68.57
		GREATAMERICA FINANCIAL SERVICES CORP.	50% CH ADMIN	118.50
			50% CH BILLING	118.50
		DIGITAL SUMMIT	PIO TRAINING	661.50
			PIO TRAINING	<u>661.50-</u>
			TOTAL:	4,754.19
ELECTED	GENERAL FUND	AMAZON.COM	SPECIALTY CERTIFICATES	66.98
		RECOGNITION PLUS	GV ALDERMAN PLAQUE W/ 2023	70.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	40.01
		TEMP STOP	DONUT HOLES FOR RIBBON CUT	25.25
		MAYWOOD PRINTING CO., INC	ALDERMAN SOLE	<u>28.25</u>
			TOTAL:	230.49
LEGAL	GENERAL FUND	MIDWEST PUBLIC RISK	DEDUCTIBLE INVOICE	187.00
		LAUBER & ASSOCIATES MUNICIPAL LAW LLC	CITY ATTORNEY	<u>3,394.00</u>
			TOTAL:	3,581.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	402.66
			MONTHLY CONTRIBUTIONS	402.66
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	13.00
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	CRAIG/STRADER 2024 GFOA DU	320.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			QHDHP HSA	265.15
			QHDHP HSA	348.68
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	214.21
			SOCIAL SECURITY	217.54
			MEDICARE	50.10
			MEDICARE	50.88
		CITY OF GRAIN VALLEY	TEST PAYMENT FOR PD	1.00
			TEST PAYMENT FOR PD	<u>1.00</u>
			TOTAL:	2,422.78
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	213.05
			MONTHLY CONTRIBUTIONS	226.20
		OFFICE DEPOT	WHITEOUT/DVDS/ENVELOPES/PE	349.65
			COPY PAPER/LABELS/LETTER O	63.83
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			COPAY	398.00
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	84.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KCMB	2024 KCMB BAR DIRECTORY	71.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	166.80
			SOCIAL SECURITY	173.78
			MEDICARE	39.01
			MEDICARE	40.64
		MAYWOOD PRINTING CO., INC	MUNICIPAL COURT	28.25
		BETHANY SEARCY	SEARCY: MACA CONF MEALS	220.50
		OFFICE SIGN COMPANY	SELF-INKING STAMP	<u>82.49</u>
			TOTAL:	2,188.91
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	221.57
			MONTHLY CONTRIBUTIONS	221.57
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			QHDHP HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	41.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	174.20
			SOCIAL SECURITY	177.44
			MEDICARE	40.74
			MEDICARE	<u>41.50</u>
			TOTAL:	1,345.56
FLEET	GENERAL FUND	OREILLY AUTOMOTIVE INC	BULK OIL DRY	<u>50.00</u>
			TOTAL:	50.00
POLICE	GENERAL FUND	NETSTANDARD INC	NEW RMS CONNECTIONS	992.50
		CITY OF BLUE SPRINGS	PRISONER HOUSING - APR 202	495.00
		JOHNSON COUNTY SHERIFF	JOHNSON COUNTY HOUSING	840.00
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	8,250.80
			EMPLOYER CONTRIBUTIONS	9,187.57
			MONTHLY CONTRIBUTIONS	1,363.35
			MONTHLY CONTRIBUTIONS	1,146.97
		PETTY CASH	JOY'S TAILOR SHOP: WERGES	40.00
			WALMART: DRANO MAX	10.37
			CAR WASHES	40.00
			PRICE CHOPPER: WATER	21.31
			PRICE CHOPPER: WATER	7.99
			QUIKTRIP: FUEL	75.00
			QUIKTRIP: FUEL	25.00
			TEMP STOP: FUEL	41.40
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/COLORO	31.76
			WATER/COOKIE TRAYS	45.20
		OFFICE DEPOT	WHITEOUT/DVDS/ENVELOPES/PE	105.75
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	364.00
		AMAZON.COM	ROYAL BLUE RIBBON CUTTING	20.83
			BLACK NITRILE EXAM GLOVES	41.94
			PORTABLE FILE BOX	48.92
			PORTABLE FILE STORAGE BOX	79.99
			SELF-INKING STAMP	37.49
		JIMMY JOHNS #1039	LUNCH FOR PD MOVING DAY	75.90
		HAMPEL OIL INC	FUEL	1,872.60
			FUEL	1,283.35
			FUEL	72.93
			FUEL	1,651.09
			FUEL	103.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST	HIGH SPEED INTERNET	151.85
		FBI-LEEDA	VANDERLINDEN SUPERVISOR TR	795.00
			VANDERLINDEN SUPERVISOR TR	795.00-
		LEXISNEXIS RISK DATA MGMT INC	BILLING PERIOD 4/1/24-4/30	397.40
		HOME DEPOT CREDIT SERVICES	RETURN;; PTFE TAPE/ANGVLVL	45.18-
			PTFE TAPE/DUELOUTLET/ANGVL	45.18
			PAPER FILTER	24.97
		5.11 TACTICAL	BATTLE BELTS/NAVY PANTS/MA	325.00
		HD GRAPHICS & APPAREL	CUSTOM EMBROIDERY	382.00
			CUSTOM SCREEN PRINTING	51.00
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	593.30
			COX	36.00
			SHULL	88.00
			COX	796.00
			SHULL	2,222.00
			COX	8.00
			SHULL	16.00
			COPAY	2,619.00
			COPAY	1,194.00
			COPAY	1,722.90
			QHDHP HSA	2,121.20
			QHDHP HSA	2,568.00
			QHDHP HSA	4,184.10
		HSA BANK	HSA - GRAIN VALLEY, MO	525.00
			HSA - GRAIN VALLEY, MO	1,000.00
		SPIRE	69627 - 719 NW RD MIZE RD	845.78
		CHEWY.COM	PURINA PRO PLAN DOG FOOD	97.04
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	810.58
			CELLULAR SERVICE 04/19-05/	139.62
		EVERGY	4232 - 719 NW RD MIZE RD	3,528.07
		DREW'S DIESEL INC	K9 VEHICLE REPAIR	917.84
			K9 VEHICLE REPAIR	1,004.87
			REPAIR FOR #0015	516.95
			REPAIR FOR #9989	539.05
			OIL CHANGE (NON DIESEL)	80.71
		BRADY INDUSTRIES OF KANSAS LLC	PEROXIDE CLEANER	125.75
		COMCAST	PD VOICE EDGE	793.91
		ROSS MILLER CLEANERS	DRY CLEANING: KL/ET/BLANKE	57.80
			DRY CLEANING: KL/ET/BLANKE	39.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	4,272.38
			SOCIAL SECURITY	4,841.83
			MEDICARE	999.18
			MEDICARE	1,132.39
		REJIS COMMISSION	MAY 2024 LEWEB SUBSCRIPTIO	346.57
			WN-0108 FIREWALL MAINTENAN	204.50
		CLUB CAR WASH OPERATING, LLC	CAR WASHES	170.00
		BAKING WITH A BASS LLC	RIBBON CUTTING COOKIES	108.00
		MARGARITAVILLE LAKE RESORT	TURNER: MO POLICE CHIEFS C	444.06
		MAYWOOD PRINTING CO., INC	PD	600.00
		GREATAMERICA FINANCIAL SERVICES CORP.	PD END OF HALL	237.00
			PD ADMIN	237.00
			PD FRONT WINDOW	120.00
		CASEYS GENERAL STORE #3325	PIZZA	63.32
		BAYSINGERS POLICE SUPPLY, INC	EYERLY VEST	1,501.98
			HARRISON UNIFORMS	872.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAW ENFORCEMENT SYSTEMS, INC	1000) CASE MANAGEMENT FILE	478.00
		LAUBER & ASSOCIATES MUNICIPAL LAW LLC	CITY PROSECUTOR	4,849.00
			APPEALS/JURY TRIALS	1,062.00
		AT&T MOBILITY	APR 17 - MAY 16 PD HOT SP	83.75
		MISSOURI SAFETY CENTER	TRAINEE HARRISON:FINAL PAY	320.00
		CYNTHIA JONES	JONES: 2024 MACA CONF MEAL	220.50
		MO COALITION AGAINST DOMESTIC & SEXUAL	2024 ANNUAL MEMBERSHIP	300.00
		MO DARE OFFICERS ASSOCIATION	KING: MDOA CONF TRAINING	225.00
			IIAMS: MDOA CONF TRAINING	225.00
		JUSTIN PEREIRA	PEREIRA: BASIC SRO TRN MEA	249.50
		DUSTIN LANCASTER	LANCASTER: SRO TRAINING ME	249.50
		MID-AMERICA REGIONAL CRIME ANALYSIS NE	STUEVE CONFERENCE REGISTRA	25.00
		SPECIAL EVENTS	DARE GRADUATION BALLOONS	130.00
		HOTEL TOPEKA AT CITY CENTER	WISE: FBI LEEDA CONF LODGI	628.25
			WISE: FBI LEEDA CONF LODGI	<u>628.25-</u>
			TOTAL:	83,643.12
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	180.82
			MONTHLY CONTRIBUTIONS	180.82
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	13.00
		HAMPEL OIL INC	FUEL	62.61
			FUEL	68.19
		MIDWEST PUBLIC RISK	COPAY	398.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	41.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	93.42
			SOCIAL SECURITY	93.42
			MEDICARE	21.85
			MEDICARE	<u>21.85</u>
			TOTAL:	1,175.52
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	960.29
			MONTHLY CONTRIBUTIONS	960.28
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/CLORO	58.94
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	38.97
		AMAZON.COM	LABEL TAPE/LEATHER PORTFOL	35.29
		HAMPEL OIL INC	FUEL	16.90
			FUEL	55.32
			FUEL	51.70
		INTERNATIONAL CODE COUNCIL INC	GOVERNMENTAL MEMBER <50,00	160.00
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	1,027.00
		MIDWEST PUBLIC RISK	DENTAL	31.39
			DENTAL	45.16
			COPAY	113.72
			QHDHP HSA	880.84
			QHDHP HSA	88.30
		HSA BANK	HSA - GRAIN VALLEY, MO	205.80
			HSA - GRAIN VALLEY, MO	14.38
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	121.56
			CELLULAR SERVICE 04/19-05/	6.23
			CELLULAR SERVICE 04/19-05/	11.64
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	161.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	530.09
			SOCIAL SECURITY	546.84
			MEDICARE	123.97
			MEDICARE	<u>127.89</u>
			TOTAL:	6,374.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	25.32	
			KC EARNINGS TAX WH	25.86	
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	641.47	
			MISSOURI WITHHOLDING	540.15	
		PETTY CASH	POOL GATE FLOAT	150.00	
			POOL CONCESSION FLOAT	150.00	
			POOL EMERGENCY CHANGE	100.00	
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31	
			SMITH CASE 91316387	92.31	
		AFLAC	AFLAC CRITICAL CARE	6.78	
			AFLAC CRITICAL CARE	6.78	
			AFLAC PRETAX	58.70	
			AFLAC PRETAX	58.83	
			AFLAC-W2 DD PRETAX	57.29	
			AFLAC-W2 DD PRETAX	57.47	
		MISCELLANEOUS	DAVID AUMUA	DAVID AUMUA:	150.00
			DAWN GAITHER	DAWN GAITHER:	150.00
			JENNIFER SCHALLERT	JENNIFER SCHALLERT:	50.00
		MIDWEST PUBLIC RISK	DENTAL	13.65	
			COPAY	19.39	
			QHDHP HSA	135.24	
			QHDHP HSA	40.54	
			VISION	8.00	
			VISION	17.18	
			VISION	2.20	
			VISION	0.80	
			HSA BANK	HSA - GRAIN VALLEY, MO	211.50
			HSA - GRAIN VALLEY, MO	128.37	
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	402.52	
			MISSIONSQUARE 457 %	403.72	
			MISSIONSQUARE 457	382.00	
			MISSIONSQUARE 457	394.50	
			MISSIONSQUARE ROTH IRA	199.24	
			MISSIONSQUARE ROTH IRA	199.24	
			MISSIONSQUARE ROTH IRA	82.16	
			MISSIONSQUARE ROTH IRA	86.50	
			INTERNAL REVENUE SERVICE	FEDERAL WH	1,836.71
				FEDERAL WH	1,485.32
		SOCIAL SECURITY		1,319.24	
		SOCIAL SECURITY		1,215.22	
		MEDICARE		308.55	
		MEDICARE		284.20	
			TOTAL:	11,589.26	
PARK ADMIN	PARK FUND	NETSTANDARD INC	IT Clarity Services	587.10	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	973.06
		MONTHLY CONTRIBUTIONS	949.06		
		AT&T	U-VERSE PARK MAINTENANCE	64.20	
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	35.10	
		COMCAST - HIERARCY ACCT	CITY HALL	8.11	
			CITY HALL	42.07	
		HAMPEL OIL INC	FUEL	276.14	
			FUEL	474.97	
			FUEL	526.72	
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	222.56	
			PARK BOARD SHIRTS	465.00	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CUSTOMIZED RIBBONS - KIKI'	84.00
		MIDWEST PUBLIC RISK	DENTAL	3.52
			DENTAL	52.35
			COPAY	75.81
			QHDHP HSA	636.36
			QHDHP HSA	62.83
			QHDHP HSA	139.48
		HSA BANK	HSA - GRAIN VALLEY, MO	14.68
			HSA - GRAIN VALLEY, MO	140.00
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	166.57
		COMCAST	MAY 2024 FIBER	70.00
		COMCAST	CITY HALL AND PD VOICE EDG	63.83
			COMM CENTER VOICE EDGE	168.48
			PARKS MAINT VOICE EDGE	35.84
		LAWN & LEISURE	Commercial Lawn Mower	2,339.22
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	486.34
			SOCIAL SECURITY	489.47
			MEDICARE	113.76
			MEDICARE	114.47
		TACTACAM REVEAL CELLULAR CAMERA	REVEL PLAN 4/20/24-4/20/25	216.00
		CITY ROOTS NURSERY AND LANDSCAPE LLC	Rain Garden Plants	1,551.50
			Rain Garden Plants	366.00
			TOTAL:	12,014.60
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	MONKEY MOUNTAIN COMPLEX	65.00
		FERGUSON ENTERPRISES INC	PARK MAINT BLDG FAUCET REP	21.99
		FELDMANS FARM & HOME	SPIKES/FG EYE BT WN/WASHER	38.73
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	738.43
			MONTHLY CONTRIBUTIONS	759.94
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	39.00
		AMAZON.COM	55 GALLON TRASH BAGS	409.95
		KORNIS ELECTRIC SUPPLY INC	20W A21 5000K 120-277V/KLE	58.97
		WEST CENTRAL ELECTRIC COOP INC	03/28-04/28 BALL PARK COMP	586.70
		HOME DEPOT CREDIT SERVICES	ORTHO GROUND CLEAR/GROUTING	72.87
		MENARD, INC	FBALL FIELD WATER CONNECTI	107.93
			TURBO SPRAYPAINT/WD-40/16	90.56
		MIDWEST PUBLIC RISK	DENTAL	54.00
			QHDHP HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	00609 - 600 BUCKNER TARSNE	42.63
			33333 - 624 JAMES ROLLO CT	12.11
		EVERGY	1095 - 701 SW EAGLES PWKY	120.43
			1107 - ARMSTRONG PARK	187.21
			1279 - ARMSTRON PARK DR	28.25
			1326-ARMSTRONG PK CONC 098	38.57
			1409 - ARMSTRONG PK 017576	249.88
			1740 - 28605 E HWY AA	58.49
			1762 - JAMES ROLLO SHELTER	41.33
			1763- MAIN-ARMSTRONG SHEL	23.97
			1769 - 618 JAMES ROLLO CT	38.69
			1770- ARMSTRONG PK-SANTA H	59.96
			1772 - 6100 S BUCKNER TARS	87.62
			1794 - 28605 E OLD 40 HWY	24.05
			4343 - 28605 E HWY AA FOOT	178.24
			4649- 618 JAMES ROLLO CT B	3.57
		GRAIN VALLEY RENTAL INC	1 HR RENTAL BILJAX 45' AER	100.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAWN & LEISURE	BATTERY/FILTER ELEMENT	87.68
			RIM & WHEEL CENTER/WHEEL B	229.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	369.79
			SOCIAL SECURITY	386.31
			MEDICARE	86.49
			MEDICARE	90.34
		THE FAGAN COMPANY	CITY HALL UNIT RUNNING LOU	29.75
		VETERAN FIRE & BACKFLOW	BACKFLOW INSPECTIONS	<u>160.00</u>
			TOTAL:	6,966.63
RECREATION	PARK FUND	ALLIED REFRESHMENT	Beverage Blanket PO	1,979.04
		SAMS CLUB/SYNCHRONY BANK	CONCESSION PRODUCT	1,085.24
			CONCESSION PRODUCT	455.18
			CONCESSION PRODUCT	574.80
		WALMART/CAPITAL ONE	05/03/24 CONCESSION FOOD	216.46
			05/10/24 PREK SOCCER TREAT	62.56
		AMAZON.COM	TABLECLOTHS/LAMINATING POU	27.14
			TABLECLOTHS/FLOWERS/SOCCER	54.42
		HD GRAPHICS & APPAREL	T-ball Uniforms	332.00
			T-ball Uniforms	332.00
			T-ball Uniforms	2,047.50
			T-ball Uniforms	1,340.00
		PROTECT MY MINISTRY LLC	VERITY BUNDLE 2-ANNUAL SUB	99.50
			VERITY BUNDLE 2-ANNUAL SUB	99.50
			COACHES BACKGROUND SCREENI	215.00
			COACHES BACKGROUND SCREENI	177.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	55.31
			SOCIAL SECURITY	95.63
			MEDICARE	12.93
			MEDICARE	<u>22.37</u>
			TOTAL:	9,283.58
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	REPAIR NE POLE LIGHT BEHIN	318.00
			REPLACE SWITCH IN MEN'S BA	71.30
			REPLACE SWITCH IN GYM ON N	77.00
			REPAIR POLE LIGHTS BEHIND	188.40
		AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	65.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	167.32
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	451.84
			MONTHLY CONTRIBUTIONS	257.71
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	26.00
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	288.56
		AMAZON.COM	CLEANING CLOTHS/DUMBBELLS/	7.89
			CLEANING CLOTHS/DUMBBELLS/	36.46
			NEOPRENE DUMBBELLS	45.99
		MICHAELS	POTTERY CLASS SUPPLIES	6.99
		AUTHORIZE.NET	APR 2024 TRANSACTIONS	56.50
		COSENTINOS FOOD STORES	BATTERIES	12.98
		DOLLAR TREE STORES	BINGO PRIZES	18.50
			BINGO PRIZES	61.25
		MIDWEST PUBLIC RISK	DENTAL	36.00
			ROOT	36.00-
			ROOT	642.00-
			QHDHP HSA	642.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		SPIRE	21111 - 713 S MAIN ST	181.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			22222 - 713 S MAIN ST A	50.87
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	41.54
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	886.98
		EVERGY	6300 - 713 MAIN ST - COMM	1,215.82
			9669 - 713 MAIN #A - PAVIL	106.08
		MARY ALLGRUNN	04/30-05/09 LINE DANCING	126.75
			05/14-05/23 LINE DANCING	113.55
		TIFFANI KEY	04/29-05/10 SILVERSNREAKERS	125.00
			04/29-05/10 SILVERSNREAKERS	125.00
			05/13-05/24 SILVERSNREAKERS	150.00
			05/13-05/24 SILVERSNREAKERS	150.00
		INTEGRATED OPENINGS SOLUTIONS LLC		660.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	407.80
			SOCIAL SECURITY	202.04
			MEDICARE	95.37
			MEDICARE	47.25
		MAYWOOD PRINTING CO., INC	JIM MEYER	28.25
		GREATAMERICA FINANCIAL SERVICES CORP.	CC HALLWAY	237.00
			CC FRONT DESK	119.00
		4M BUILDING SOLUTIONS, LLC	Janitorial Services	177.05
		VETERAN FIRE & BACKFLOW	BACKFLOW INSPECTIONS	<u>55.00</u>
			TOTAL:	7,609.61
POOL	PARK FUND	HOME DEPOT CREDIT SERVICES	PAINT BRUSHES/ROLLERS/STEE	130.57
			SUPREME SILICONE W&D	77.88
		MIDWEST POOL MANAGEMENT	Pool Management Services	5,600.00
			Pool Management Services	32,150.00
			Pool Management Services	32,150.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	41.77
			MEDICARE	9.77
		VETERAN FIRE & BACKFLOW	BACKFLOW INSPECTIONS	<u>50.00</u>
			TOTAL:	70,209.99
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	194.45
			MISSOURI WITHHOLDING	204.40
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	16.23
			AFLAC PRETAX	16.71
			AFLAC-W2 DD PRETAX	8.05
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.24
			COPAY	67.87
			QHDHP HSA	45.08
			QHDHP HSA	81.06
			QHDHP HSA	85.83
			VISION	1.60
			VISION	2.18
			VISION	2.20
			VISION	7.15
		HSA BANK	HSA - GRAIN VALLEY, MO	12.15
			HSA - GRAIN VALLEY, MO	89.38
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	94.49
			MISSIONSQUARE 457 %	95.93
			MISSIONSQUARE 457	60.00
			MISSIONSQUARE 457	80.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISSIONSQUARE ROTH IRA	53.80
			MISSIONSQUARE ROTH IRA	53.80
		INTERNAL REVENUE SERVICE	FEDERAL WH	558.45
			FEDERAL WH	585.81
			SOCIAL SECURITY	380.02
			SOCIAL SECURITY	405.32
			MEDICARE	88.89
			MEDICARE	<u>94.80</u>
			TOTAL:	3,470.94
TRANSPORTATION	TRANSPORTATION	A&A ELECTRICAL INC	REPAIR BROKEN OUTLET /REPL	20.00
			REPLACE BAD LIGHT SWITCH	14.26
		NETSTANDARD INC	Data Back-up	154.00
			IT Clarity Services	352.26
			Office 365	204.88
		SUPERIOR BOWEN ASPHALT CO LLC	SATUROCK PLUS	139.10
			SATUROCK PLUS	267.80
			SATUROCK PLUS	143.00
		FELDMANS FARM & HOME	KILLZALL 365 GAL CONC	175.98
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	750.66
			MONTHLY CONTRIBUTIONS	730.32
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/COLORO	17.56
		SHERWIN WILLIAMS	PRO PARK WB WHITE	142.35
		OFFICE DEPOT	FOLDERS/PAPER CLIPS/TAPE/S	4.59
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	34.42
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	15.57
			PW 36084	24.97
			TYER RD	24.97
			PW 59845	37.48
			PW 59845	61.85
		AMAZON.COM	LABEL TAPE/LEATHER PORTFOL	5.42
		OREILLY AUTOMOTIVE INC	O'REILLY DEF	2.59
		ORKIN	MAY 2024 MAIN ST SERVICE	7.68
			MAY 2024 JAMES ROLLO SERVI	18.79
		LOWES	MINI MULTIMETER/STEEL MILL	9.30
		VANCE BROTHERS INC	COMMERCIAL SURFACE	312.50
		HOLLIDAY SAND AND STONE CO.	STONE - BATES CITY QUARRY	172.86
		HAMPEL OIL INC	FUEL	75.05
			FUEL	37.26
			FUEL	56.63
		BARCO MUNICIPAL PRODUCTS INC	ANCHOR KIT	200.43
		HOME DEPOT CREDIT SERVICES	STRING TRIM KIT/UTILITY KN	65.18
			QUIKRETE CONCRETE MIX	39.34
			TOOL BAG/SPRING LINK/LADDE	10.09
			DUCT TAPE	6.50
			SHOP TOWELS/GLADE/MARKING	74.62
		MENARD, INC	LEVELGUARD LEVEL CASE/DIGI	29.97
		SOUTHWEST AIRLINES	MARTIN: APWA CONF TRAVEL	63.78
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	34.01
		MIDWEST PUBLIC RISK	DENTAL	14.29
			DENTAL	66.10
			COPAY	79.60
			COPAY	265.34
			QHDHP HSA	212.12
			QHDHP HSA	254.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			QHDHP HSA	278.94
			QHDHP HSA	333.96
		HSA BANK	HSA - GRAIN VALLEY, MO	59.55
			HSA - GRAIN VALLEY, MO	114.38
		JAMES PATRICK MARTIN	TUITION ASSISTANCE REIMBUR	195.60
		SPIRE	31111 - 405 JAMES ROLLO 20	44.56
			33333 - 624 JAMES ROLLO CT	24.20
			41111 - 711 S MAIN ST 6%	6.69
			81111 - 618 JAMES ROLLO CT	25.67
		FIRST AID CORP	CLEANER/AEROSOL/SAFETY GLA	88.32
		J&A TRAFFIC PRODUCTS	SIGN MATERIALS	1,584.05
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	6.23
			CELLULAR SERVICE 04/19-05/	112.33
		CINTAS CORPORATION # 430	PW UNIFORMS	26.35
			PW UNIFORMS	26.35
			PW UNIFORMS	26.35
			PW UNIFORMS	26.35
		CRAFCO INC	BROOM STREET ORANGE POLY/H	13.16
		EVERGY	1294 - 655 SW EAGLES PKWY	40.36
			1769 - 618 JAMES ROLLO CT	77.39
			3141 - AA HWY & SNI-A-BAR	35.59
			3332 - 702 SW EAGLES PKWY	37.11
			4086 - GRAIN VALLEY ST LIG	14,998.63
			4649- 618 JAMES ROLLO CT B	7.11
			5262 - 711 MAIN ST 6%	98.11
		COMCAST	MAY 2024 FIBER	42.00
		COMCAST	CITY HALL AND PD VOICE EDG	38.30
			PW VOICE EDGE	18.03
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	62.00
			DINGO/BUCKET/TRAILER/CHAIN	45.00
		COMCAST	PUMP STATION INTERNET	25.37
		KLEINSCHMIDTS WESTERN STORE	KNIGHT UNIFORM	31.99
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	380.01
			SOCIAL SECURITY	405.32
			MEDICARE	88.88
			MEDICARE	94.80
		WILLIAM WRISINGER	450 REPAIR	196.40
		MAYWOOD PRINTING CO., INC	TREVOR DZEKUNSKAS	5.65
		GREATAMERICA FINANCIAL SERVICES CORP.	20% PW FRONT OFFICE	47.40
		THE FAGAN COMPANY	CITY HALL UNIT RUNNING LOU	17.85
		CLEARSPAN FABRIC STRUCTURES INTL INC	SALT BARN REPAIRS	4,607.40
			SALT BARN REPAIRS	1,526.15
		4M BUILDING SOLUTIONS, LLC	Janitorial Services	106.23
			TOTAL:	31,457.48
PUBLIC HEALTH	PUBLIC HEALTH	PETTY CASH	LIBERTY SOC EXP: SR LUNCH	48.95
		WALMART/CAPITAL ONE	04/22/24 TABLECLOTHS	9.31
		AMAZON.COM	TABLECLOTHS/LAMINATING POU	11.90
			TABLECLOTHS	21.26
			TABLECLOTHS	121.30
			TABLECLOTHS/FLOWERS/SOCCER	60.73
		OATS, INC.	MARCH 2024 SERVICE	3,999.75
			APRIL TRANSIT COST	3,546.50
			TOTAL:	7,819.70
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	LANDMARK DODGE INC	NEW POLICE VEHICLES	121,119.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	121,119.00
NON-DEPARTMENTAL	ARPA FUND	GULF STATES DISTRIBUTORS	.223 REM 55GR FMJ	890.00
		CENTRAL JACKSON COUNTY FPD	EVERBRIDGE	4,500.00
		CRAWFORD, MURPHY & TILLY INC	Water Tower Design	5,160.00
			NE Sewer Interceptor	8,805.00
			TOTAL:	19,355.00
NON-DEPARTMENTAL	DOWNTOWN CAPT IMPV CRAWFORD, MURPHY & TILLY INC		Front Street Design	950.00
			TOTAL:	950.00
NON-DEPARTMENTAL	2022 GO BONDS	FERGUSON ENTERPRISES INC	PIPE CMPD/ADPT TEE/OD COMP	87.02
			PRICE CHOPPER: BATTERIES	24.82
		PETTY CASH	PRICE CHOPPER: WIEMAN STL	6.90
			BEVERAGE REFRIGERATOR COOL	396.04
		AMAZON.COM	ICE AND WATER DISPENSER	5,353.25
			ICE AND WATER DISPENSER	5,353.25-
			INDOOR FLAGPOLE KIT	119.79
			RETURN THIN BLUE LINE FLAG	26.99-
			MO STATE FLAG/THIN BLUE LI	165.28
			MINI FRIDGE/BOOT SCRAPERS	301.67
			KEURIG COFFEE MAKER	889.99
			KEURIG COFFEE MAKER	889.99-
			DECORATIVE WASTE CONTAINER	864.36
			DECORATIVE WASTE CONTAINER	864.36-
			COUNTERTOP MICROWAVES	399.04
			REFUND WASTE CONTAINERS	49.99-
			WASTE CONTAINERS/BATTERIES	295.42
			SHOWER BENCHES	521.97
			SHOWER BENCHES	521.97-
			DOLLY/TRASH CANS/COORDLESS	582.27
			DOLLY/TRASH CANS/COORDLESS	582.27-
			TRASH WASTEBASKET	77.70
			INDOOR AMERICAN FLAGPOLE K	147.55
			COMBO LOCKS/FIRST AID KITS	494.73
			SWIFFER WETJET	63.47
			DESKSIDE TRASH CANS	141.90
			DUAL VOLTAGE COFFEE BREWER	875.00
			DUAL VOLTAGE COFFEE BREWER	875.00-
			COFFEE POT DECANter/CARAFE	40.02
			MINI FRIDGE W/ FREEZER	310.34
			INDOOR FLAGPOLE KIT	119.79
			RETURN DOLLY	52.95-
			RETURN TRASH CANS	61.09-
		BEST BUY	PD REFRIGERATORS AND DISH	5,000.00
		HOME DEPOT CREDIT SERVICES	UTILITY RUNNER/RUBBER MAT/	316.87
			DOLLY/TRASH CAN	186.88
		LAMP RYNEARSON INC	PD SERVICES	3,245.26
		BRADY INDUSTRIES OF KANSAS LLC	FASTDRAW #4 PH7Q DUAL 2L 4	135.30
			PUSH BROOMS/WET FLOOR SIGN	54.37
		MCCOWNGORDON CONSTRUCTION LLC	MAR 2024: PROJECT #1-07-18	545,799.97
			APR 2024: PROJECT #1-07-18	764,453.97
		EDWARD TURNER	PD APPLIANCES	1,049.73
		ENCOMPAS CORPORATION	Furniture for PD	276,195.23
		METRO WIDE MOVERS	MOVING COMPANY FOR PD MOVE	2,244.37
			MOVING COMPANY FOR PD MOVE	2,244.37-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				1,599,438.04
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE UMB BANK		PROJECT #2 COUNTY	22,102.34
			PROJECT #2 CITY SALES	39,317.95
			CID/USE CAPTURED	<u>17,479.16</u>
TOTAL:				78,899.45
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL UMB BANK		CID/USE UNCAPTURED	<u>16,954.78</u>
TOTAL:				16,954.78
NON DEPARTMENTAL	INTRCH VGV CID-PRO THOMSON, LLC		VOGV CID LEGAL FEES	<u>2,000.00</u>
TOTAL:				2,000.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,280.48
			MISSOURI WITHHOLDING	1,349.84
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
			DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	129.46
			AFLAC PRETAX	131.09
			AFLAC-W2 DD PRETAX	52.81
			AFLAC-W2 DD PRETAX	53.49
		MISCELLANEOUS HART, EMILY	10-343400-13	65.54
		CARPENTER, DONNA	10-830140-05	7.40
		DERRICKSON, BRYCE	20-589441-04	65.54
		DAVE RICHARDS HOMEBU	20-623813-00	70.66
		JESSUP, ALAN	20-590100-02	51.37
		MIDWEST PUBLIC RISK	DENTAL	98.39
			COPAY	368.41
			QHDHP HSA	383.18
			QHDHP HSA	486.36
			QHDHP HSA	365.02
			VISION	6.40
			VISION	16.62
			VISION	17.60
			VISION	33.70
		HSA BANK	HSA - GRAIN VALLEY, MO	83.23
			HSA - GRAIN VALLEY, MO	538.40
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	630.05
			MISSIONSQUARE 457 %	641.55
			MISSIONSQUARE 457	398.00
			MISSIONSQUARE 457	551.53
			MISSIONSQUARE ROTH IRA	463.83
			MISSIONSQUARE ROTH IRA	480.71
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,844.19
			FEDERAL WH	4,037.15
			SOCIAL SECURITY	2,531.04
			SOCIAL SECURITY	2,650.42
			MEDICARE	591.94
			MEDICARE	<u>619.86</u>
TOTAL:				23,335.26
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	REPAIR BROKEN OUTLET /REPL	40.00
			REPLACE BAD LIGHT SWITCH	28.52
		AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		NETSTANDARD INC	Data Back-up	308.00
			IT Clarity Services	704.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Office 365	409.76
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	627.91
			BILL PRINT AND MAIL	92.16
			CCR REPORTS	1,859.00
			BILL PRINT AND MAIL	751.13
			BILL PRINT AND MAIL	110.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,467.09
			MONTHLY CONTRIBUTIONS	2,418.13
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/CLORO	26.56
			LYSOL/POPCORN/COFFEE/CLORO	35.13
			THERMAL RECEIPT PAPER ROLL	15.48
		WALMART/CAPITAL ONE	04/26/24 PW EVENT SUPPLIES	62.49
		VANCO SERVICES LLC	APR 2024 GATEWAY ES20605	72.71
		OFFICE DEPOT	COPY PAPER/LABELS/LETTER O	2.58
			FOLDERS/PAPER CLIPS/TAPE/S	9.18
			STAMP KIT	41.54
			BANNER PRINTING	89.99
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	107.61
		COMCAST - HIERARCY ACCT	CITY HALL	11.60
			CITY HALL	51.89
			PW 36084	49.94
			TYER RD	49.94
			PW 59845	74.98
			PW 59845	123.68
		AMAZON.COM	LABEL TAPE/LEATHER PORTFOL	36.47
			LABEL TAPE/LEATHER PORTFOL	10.83
			KIDS PLASTIC CONSTRUCTION	68.58
		OREILLY AUTOMOTIVE INC	O'REILLY DEF	5.20
			BUNGEE CORDS	7.98
		TRI-COUNTY WATER AUTHORITY	APR 2024 TRI COUNTY WATER	51,399.79
			APR 2024 TRI COUNTY WATER	93,786.25
		ORKIN	MAY 2024 MAIN ST SERVICE	15.36
			MAY 2024 JAMES ROLLO SERVI	37.60
		MISSOURI ONE CALL SYSTEM INC	APRIL 338 LOCATES	456.30
		LOWES	MINI MULTIMETER/STEEL MILL	18.61
		HAMPEL OIL INC	FUEL	337.73
			FUEL	167.66
			FUEL	254.85
		UTILITY SERVICE CO INC	TANK MAINTENANCE	32,792.33
			TANK MAINTENANCE	3,791.38
		HOME DEPOT CREDIT SERVICES	STRING TRIM KIT/UTILITY KN	130.35
			TOOL BAG/SPRING LINK/LADDE	20.18
		MENARD, INC	LEVELGUARD LEVEL CASE/DIGI	59.96
		SOUTHWEST AIRLINES	MARTIN: APWA CONF TRAVEL	127.59
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	68.01
			2024 CITY CLOTHING	364.78
			PW EVENT SHIRTS	465.00
		MIDWEST PUBLIC RISK	DENTAL	53.60
			DENTAL	188.69
			COPAY	159.20
			COPAY	720.20
			QHDHP HSA	901.51
			QHDHP HSA	955.79
			QHDHP HSA	836.82
			QHDHP HSA	710.10
		HSA BANK	HSA - GRAIN VALLEY, MO	223.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	365.63
		NORLAB INC	TOILET DYE PACKETS BLUE	318.00
		JAMES PATRICK MARTIN	TUITION ASSISTANCE REIMBUR	391.20
		SPIRE	31111 - 405 JAMES ROLLO 40	89.10
			33333 - 624 JAMES ROLLO CT	30.25
			41111 - 711 S MAIN ST 12%	13.39
			81111 - 618 JAMES ROLLO CT	51.34
		CORE & MAIN LP	HYDRANT EXTENSION	1,286.70
			YENNIE STREET REPAIR	316.49
		FIRST AID CORP	CLEANER/AEROSOL/SAFETY GLA	176.65
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	14.54
			CELLULAR SERVICE 04/19-05/	11.64
			CELLULAR SERVICE 04/19-05/	224.69
		CINTAS CORPORATION # 430	PW UNIFORMS	52.68
			PW UNIFORMS	52.68
			PW UNIFORMS	52.68
			PW UNIFORMS	52.68
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	4,729.44
		CRAFCO INC	BROOM STREET ORANGE POLY/H	26.32
		EVERGY	0575 - 825 STONE BROOK DR	124.45
			1162 - 1301 TYER RD UNIT A	137.22
			1320 - 300 SW BUCKNER TARS	31.44
			1769 - 618 JAMES ROLLO CT	96.73
			4199 - 110 SNI-A-BAR BLVD	72.47
			4224 - 1301 TYER RD UNIT B	439.52
			4649 - 618 JAMES ROLLO CT	2,022.24
			4649- 618 JAMES ROLLO CT B	8.89
			5262 - 711 MAIN ST 12%	196.22
			7202 - 1012 STONEBROOK LN	87.78
		COMCAST	MAY 2024 FIBER	84.01
		COMCAST	CITY HALL AND PD VOICE EDG	76.59
			PW VOICE EDGE	36.07
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	124.00
			DINGO/BUCKET/TRAILER/CHAIN	90.00
		COMCAST	PUMP STATION INTERNET	50.74
		TYLER TECHNOLOGIES INC	MAY 2024 MONTHLY FEES	97.00
		KLEINSCHMIDTS WESTERN STORE	KNIGHT UNIFORM	63.98
		SCHULTE SUPPLY INC	1 1/2"/2" NEPTUNE HPT R900	331.20
			WATER METER PARTS	864.00
			WATER METER PARTS	644.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,265.52
			SOCIAL SECURITY	1,325.19
			MEDICARE	295.98
			MEDICARE	309.91
		WILLIAM WRISINGER	450 REPAIR	392.80
		MAYWOOD PRINTING CO., INC	TREVOR DZEKUNSAS	11.30
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	94.80
			50% CH COMMUNITY DEV	118.50
			25% CH ADMIN	59.25
			25% CH BILLING	59.25
		THE FAGAN COMPANY	CITY HALL UNIT RUNNING LOU	35.70
		CLEARGOV INC	2024 SUBSCRIPTION FEE	1,300.00
		CLEARSPAN FABRIC STRUCTURES INTL INC	SALT BARN REPAIRS	9,214.80
			SALT BARN REPAIRS	3,052.31
		4M BUILDING SOLUTIONS, LLC	Janitorial Services	212.45
			TOTAL:	231,586.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	REPAIR BROKEN OUTLET /REPL	40.00
			REPLACE BAD LIGHT SWITCH	28.52
		AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		NETSTANDARD INC	Data Back-up	308.00
			IT Clarity Services	704.52
			Office 365	409.76
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	627.91
			BILL PRINT AND MAIL	92.15
			BILL PRINT AND MAIL	751.14
			BILL PRINT AND MAIL	110.26
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,467.00
			MONTHLY CONTRIBUTIONS	2,418.04
		SAMS CLUB/SYNCHRONY BANK	LYSOL/POPCORN/COFFEE/CLORO	35.13
			THERMAL RECEIPT PAPER ROLL	15.49
		VANCO SERVICES LLC	APR 2024 GATEWAY ES20605	72.72
		OFFICE DEPOT	COPY PAPER/LABELS/LETTER O	2.58
			FOLDERS/PAPER CLIPS/TAPE/S	9.18
		STANDARD INSURANCE CO	JUN 24 STANDARD LIFE INSUR	107.60
		COMCAST - HIERARCY ACCT	CITY HALL	11.60
			CITY HALL	51.89
			PW 36084	49.94
			TYER RD	49.94
			PW 59845	74.98
			PW 59845	123.69
		AMAZON.COM	LABEL TAPE/LEATHER PORTFOL	10.83
		OREILLY AUTOMOTIVE INC	O'REILLY DEF	5.20
			GLASS FUSE	4.45
		ORKIN	MAY 2024 MAIN ST SERVICE	15.36
			MAY 2024 JAMES ROLLO SERVI	37.60
		LOWES	MINI MULTIMETER/STEEL MILL	18.61
		BLUE SPRINGS WINWATER CO	REPAIR PARTS	1,060.68
		HAMPEL OIL INC	FUEL	337.73
			FUEL	167.66
			FUEL	254.85
		CONTINENTAL RESEARCH CORP	HP PLUS	299.75
		ALLIANCE PUMP & MECHANICAL SERVICE INC	PUMP STATION REPAIR	789.17
		HOME DEPOT CREDIT SERVICES	STRING TRIM KIT/UTILITY KN	130.35
			TOOL BAG/SPRING LINK/LADDE	20.18
		MENARD, INC	LEVELGUARD LEVEL CASE/DIGI	59.96
		SOUTHWEST AIRLINES	MARTIN: APWA CONF TRAVEL	127.59
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	68.01
			2024 CITY CLOTHING	364.78
		MIDWEST PUBLIC RISK	DENTAL	53.61
			DENTAL	188.65
			COPAY	159.20
			COPAY	720.17
			QHDHP HSA	901.51
			QHDHP HSA	955.79
			QHDHP HSA	836.80
			QHDHP HSA	710.09
		HSA BANK	HSA - GRAIN VALLEY, MO	223.31
			HSA - GRAIN VALLEY, MO	365.61
		JAMES PATRICK MARTIN	TUITION ASSISTANCE REIMBUR	391.20
		SPIRE	31111 - 405 JAMES ROLLO 40	89.10
			33333 - 624 JAMES ROLLO CT	30.25
			41111 - 711 S MAIN ST 12%	13.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			81111 - 618 JAMES ROLLO CT	51.34
		FIRST AID CORP	CLEANER/AEROSOL/SAFETY GLA	176.65
		VERIZON WIRELESS	CELLULAR SERVICE 04/19-05/	14.54
			CELLULAR SERVICE 04/19-05/	11.64
			CELLULAR SERVICE 04/19-05/	224.69
		CINTAS CORPORATION # 430	PW UNIFORMS	52.68
			PW UNIFORMS	52.68
			PW UNIFORMS	52.68
			PW UNIFORMS	52.68
		MERCHANT SERVICES	MAY 2024 MONTHLY FEES	4,729.44
		CRAFCO INC	BROOM STREET ORANGE POLY/H	26.32
		EVERGY	0691 - 925 STONE BROOK	23.97
			1161 - WOODLAND DR	206.99
			1364 - 405 JAMES ROLLO DR	315.06
			1753 - 1326 GOLFVIEW DR, S	93.85
			1769 - 618 JAMES ROLLO CT	96.73
			3191 - WINDING CREEK SEWER	23.97
			4649- 618 JAMES ROLLO CT B	8.89
			5262 - 711 MAIN ST 12%	196.22
			5375 - 1201 SEYMOUR RD	23.97
			6289 - 110 NW SNI-A-BAR PK	23.97
			8641 - 1017 ROCK CREEK LN	23.97
		WATER ENVIRONMENT FEDERATION	TUTTLE 2024 MEMBERSHIP	177.00
		COMCAST	MAY 2024 FIBER	84.01
		COMCAST	CITY HALL AND PD VOICE EDG	76.59
			PW VOICE EDGE	36.07
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	124.00
			DINGO/BUCKET/TRAILER/CHAIN	90.00
		COMCAST	PUMP STATION INTERNET	50.74
		TYLER TECHNOLOGIES INC	MAY 2024 MONTHLY FEES	97.00
		KLEINSCHMIDTS WESTERN STORE	KNIGHT UNIFORM	63.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,265.47
			SOCIAL SECURITY	1,325.23
			MEDICARE	295.91
			MEDICARE	309.95
		WILLIAM WRISINGER	450 REPAIR	392.80
		MAYWOOD PRINTING CO., INC	TREVOR DZEKUNSAS	11.30
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	94.80
			50% CH COMMUNITY DEV	118.50
			25% CH ADMIN	59.25
			25% CH BILLING	59.25
		THE FAGAN COMPANY	CITY HALL UNIT RUNNING LOU	35.70
		CLEARGOV INC	2024 SUBSCRIPTION FEE	1,300.00
		CLEARSPAN FABRIC STRUCTURES INTL INC	SALT BARN REPAIRS	9,214.80
			SALT BARN REPAIRS	3,052.31
		4M BUILDING SOLUTIONS, LLC	Janitorial Services	212.45
			TOTAL:	43,093.52
NON-DEPARTMENTAL	POOLED CASH FUND	AMAZON.COM	ICE AND WATER DISPENSER	5,353.25
			KEURIG COFFEE MAKER	889.99
			DECORATIVE WASTE CONTAINER	864.36
			SHOWER BENCHES	521.97
			DOLLY/TRASH CANS/COORDLESS	582.27
			DUAL VOLTAGE COFFEE BREWER	875.00
		FBI-LEEDA	VANDERLINDEN SUPERVISOR TR	795.00
		PSHRA	HOLLAND: 2024 CONFERENCE R	999.00

<u>DEPARTMENT</u>	<u>FUND</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
		DIGITAL SUMMIT	PIO TRAINING	661.50
		HOTEL TOPEKA AT CITY CENTER	WISE: FBI LEEDA CONF LODGI	628.25
		METRO WIDE MOVERS	MOVING COMPANY FOR PD MOVE	2,244.37

## \* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	ISHMAEL, CHRISTOPHER	US REFUNDS	15.54
		PAYNE, LAURIE	US REFUNDS	53.78
		MIDDAUGH, JEREMY	US REFUNDS	62.98
		WELSH, KIRBY	US REFUNDS	65.54
		BURKS, DYLAN	US REFUNDS	65.54
		LONG, MARSHA	US REFUNDS	65.54
		TEMPLE, JARED T	US REFUNDS	31.08
		BLANCO, ANTHONY	US REFUNDS	45.25
		VELDHEER, JOHN	US REFUNDS	28.44
		JOHNSON-INZER, MONA	US REFUNDS	40.80
		MENEFEE, TENA	US REFUNDS	61.71
		CHASE, TRENA	US REFUNDS	15.54
		GAMMONS, DEIRDRA	US REFUNDS	10.17
		BURFORD, HEATHER	US REFUNDS	65.54
		REDMAN, TAYLOR	US REFUNDS	65.88
		PAYNE, MICHAEL	US REFUNDS	31.08
		HELMS, ZECHARIAH	US REFUNDS	125.34
		KC AQUISITION GROUP, LLC	US REFUNDS	64.22
		K&H COMMUNICATIONS	US REFUNDS	64.22
		AMERICAN RELOADING LLC	US REFUNDS	64.22
		FONT, BARTON	US REFUNDS	27.07
		CROSS, RHONDA R	US REFUNDS	20.87
		LEAMER, DEREK	US REFUNDS	65.54
		FUNDENBERGER, BETTE	US REFUNDS	33.67
		HOERNER, JESSICA	US REFUNDS	65.54
		MAJETICH, JULIE	US REFUNDS	15.54
		WALKER FLIPS KC	US REFUNDS	15.54
		GILLIAM, GLENN	US REFUNDS	15.54
		STAYTON, THOMAS	US REFUNDS	14.94
		GOODWIN, LEAH	US REFUNDS	15.54
		SOLOMON, DAVID	US REFUNDS	15.54
		LIBEER, KAREN R	US REFUNDS	41.87
		MILLER TIME HOUSING	US REFUNDS	15.54
		SITI CONSTRUCTION	US REFUNDS	813.63
		NEIDL, WAYNE	US REFUNDS	83.67
		WAGNER, DEAN	US REFUNDS	33.37
		WHITE, MELANIE	US REFUNDS	14.13
TOTAL:				16,764.91

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	100	GENERAL FUND		193,518.05
	200	PARK FUND		117,673.67
	210	TRANSPORTATION		34,928.42
	230	PUBLIC HEALTH		7,819.70
	280	CAPITAL PROJECTS FUND		121,119.00
	285	ARPA FUND		19,355.00
	286	DOWNTOWN CAPT IMPV FUND		950.00
	291	2022 GO BONDS		1,599,438.04
	302	MKTPL TIF-PR#2 SPEC ALLOC		78,899.45
	321	MKT PL CID-PR2 SALES/USE		16,954.78
	323	INTRCH VGV CID-PROJECT #3		2,000.00
	600	WATER/SEWER FUND		300,364.93
	999	POOLED CASH FUND		14,414.96
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		GRAND TOTAL:		2,507,436.00
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET:        01-CITY OF GRAIN VALLEY  
VENDOR:            All  
CLASSIFICATION:   All  
BANK CODE:        All  
ITEM DATE:         5/04/2024 THRU   5/31/2024  
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  
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PAYROLL SELECTION

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

INCLUDE REFUNDS:   YES  
INCLUDE OPEN ITEM: YES  
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# *Resolutions*

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	06/10/2024	
BILL NUMBER	R24-40	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH JACKSON COUNTY, MISSOURI COMMUNITY BACKED ANTI-CRIME TAX (COMBAT)	
REQUESTING DEPARTMENT	Police	
PRESENTER	Ed Turner, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To request funding from Jackson County's Anti-Crime Sales Tax Funds to assist the City of Grain Valley in defraying certain costs of its Law Enforcement School Based Initiative (LESBI) or similar anti-drug; and anti-violence programs.	
BACKGROUND	This Agreement was drafted with the assistance of both the City of Grain Valley and Jackson County, Missouri, and it was reviewed and agreed upon by both entities.	
SPECIAL NOTES	This is an annual renewal agreement, which contains the intent, clarification of roles and responsibilities of both entities.	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Not Applicable	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution & MOU Agreement

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*June 10, 2024*

RESOLUTION NUMBER  
**R24-40**

**A RESOLUTION BY BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH  
JACKSON COUNTY, MISSOURI COMMUNITY BACKED ANTI-CRIME TAX (COMBAT)**

**WHEREAS**, the City of Grain Valley requests funding from Jackson County's Anti-Crime Sales Tax Funds to assist the City in defraying certain costs of its Law Enforcement School Based Initiatives (LESBI) or similar anti-drug; and anti-violence programs, and

**WHEREAS**, the County's Jackson County Drug Commission recommends and the County Legislature approves the City's request as an appropriate expenditure of Anti-Crime Sales Tax Funds; and,

**WHEREAS**, this agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the city.

**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 execute a cooperative agreement with Jackson County, Missouri (COMBAT) for funding.

*PASSED and APPROVED, via voice vote, (0-0) this 10<sup>th</sup> Day of June, 2024.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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**AGREEMENT**

(2024 COMBAT Law Enforcement School Based Initiative (LESBI))

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **City of Grain Valley, 711 Main St., Grain Valley, MO 64029**, hereinafter referred to as "the City" made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, the City has requested funding from County's Anti-Crime Sales Tax Funds to assist the City in defraying certain costs of its Law Enforcement School Based Initiatives (LESBI) or similar anti-drug; and anti-violence programs and,

WHEREAS, the County's Jackson County Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Crime Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City;

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay to the City a total amount not to exceed **\$85,867.00**. Upon execution of this Agreement, City may submit an invoice for 50% of the award. Prior to September 30, 2024, and upon receipt and approval of the previous LESBI Semester Report, the final payment shall be made. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement. City agrees to submit semester program reports on forms provided by COMBAT Administration. All payments will be processed within 45 days of receipt of invoice, if the invoice is complete and accurate. Payments will be withheld until the semester program reports are received and accurate. Any reports that are incorrect will delay payment.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its LESBI or similar anti-drug and anti-violence programs, all as is more fully set out in the funding request and other documents attached hereto as Exhibit A, Program Budget Page attached hereto.

3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the Jackson County COMBAT Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.
4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its LESBI or similar anti-drug and anti-violence programs to the Jackson County COMBAT Commission containing such particulars as said Commission might specify.
5. City must follow COMBAT on Twitter and Facebook.
6. City must provide a high-resolution version of its logo.
7. City must provide a minimum of two (2) "success stories" of clients served through the COMBAT-funded services the City provides. These success stories can come in the form of an article, first-person stories/letters, videos, poems, a link to a story posted on the agency's website, etc.
8. The organization must have a representative participate in the regularly scheduled monthly COMBAT STRIVIN Hub meeting that is near their funded program(s).
9. Chapter 93, section 9304 of the Jackson County Code provides "Any proceeds from the Anti-Drug Sales Tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment." City recognizes this goal and shall use its best efforts to achieve it.
10. City agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the treatment program's impact on drug use. City agrees to participate in an effectiveness evaluation of the City's program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. City further agrees to utilize an agency specific evaluation document. City agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate City's performance periodically based on the City's semester performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 17 if the City does not meet stated performance measures and

contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

11. If the City receives or obtains any media attention because of this project, the City is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.
12. This Agreement shall be effective as of January 1, 2024, and extend through December 31, 2024, for expenses incurred during the same time period.
13. The City shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowable by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
14. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's or the City's right to sue for breach of contract.
15. The City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
16. Pursuant to §285.530.1, RSMo, City assures that it does not knowingly employ, hire for employment, or continue to employ an undocumented immigrants to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, City shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
17. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the City may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all

County written materials of any kind must be delivered and returned by the City to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

\_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

By: \_\_\_\_\_  
Jean Peters Baker  
Prosecuting Attorney

ATTEST:

**City of Grain Valley**

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$85,867.00** which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No.008-4407-56007

## Exhibit A - LESBI Program Budget

### CITY OF GRAIN VALLEY PD

(January 1, 2024– December 31, 2024)

**NOTE:** The budget categories listed below are examples only. The categories should be changed as needed to appropriately reflect spending based on the proposed scope of work.

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$ 55,000
Fringe Benefits (max 10% of salaries)	\$ 5,500
Program Supplies	\$ 5,000
Uniforms and Officer Supplies	\$ 4,000
RAD Program	\$ 500
Truth About Drugs	\$ 1,000
Phone Service	\$ 1,500
REJIS Software	\$ -
Camp Focus	\$ 3,500
Mileage (Local Travel)	\$ 5,667
Training (local)	\$ 4,000
Memberships	\$ 200
Insurance	
Total Direct Costs	\$ 85,867

**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **City of Grain Valley**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **City of Grain Valley**, does not knowingly employ any person who is an undocumented immigrant in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024. I am commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

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

<b>MEETING DATE</b>	06/10/2024	
<b>BILL NUMBER</b>	R24-41	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BURRELL, INC, COMPREHENSIVE MENTAL HEALTH SERVICES (CMHS)</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To improve services and outcomes among individuals with mental health disorders or co-occurring mental health and substance use disorders who come in contact with law enforcement.	
<b>BACKGROUND</b>	This Agreement was drafted with the assistance of both Burrell, Inc. Comprehensive Mental Health Services (CMHS) and Grain Valley Police Department, and it was reviewed and agreed upon by both entities.	
<b>SPECIAL NOTES</b>	This is an annual renewal agreement, which contains the intent, clarification of roles and responsibilities of both entities.	
<b>ANALYSIS</b>	Not Applicable	
<b>PUBLIC INFORMATION PROCESS</b>	Not Applicable	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Not Applicable	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution & MOU Agreement

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*June 10, 2024*

RESOLUTION NUMBER  
**R24-41**

**A RESOLUTION BY THE GRAIN VALLEY POLICE DEPARTMENT AUTHORIZING THE CITY  
ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BURRELL, INC.,  
COMPREHENSIVE MENTAL HEALTH SERVICES (CMHS)**

**WHEREAS**, the GVPD desires to improve services and outcomes among individuals with mental health disorders or co-occurring mental health and substance use disorders who come in contact with law enforcement; and

**WHEREAS**, CMHS is a community Mental Health Center and employs qualified individuals who are willing to provide mental health and behavioral health services; and

**WHEREAS**, CMHS and GVPD desire to collaborate as a part of the Eastern Jackson County Responder program.

**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 execute a cooperative agreement with Burrell, Inc., Comprehensive Mental Health Services (CMHS) for co-responder mental health services.

*PASSED and APPROVED, via voice vote, (X-X) this 10<sup>th</sup> Day of June, 2024.*

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**Agreement**”) is entered into on this **22nd** day of **March, 2024** (“**Effective Date**”) by and between **Burrell, Inc.**, d/b/a Comprehensive Mental Health Services (“**CMHS**”) and **Grain Valley Police Department** (“**GVPD**”).

### RECITALS

WHEREAS, GVPD desires to improve services and outcomes among individuals with mental health disorders or co-occurring mental health and substance use disorders who come in contact with law enforcement;

WHEREAS, CMHS is a Community Mental Health Center and employs qualified individuals who are willing to provide mental and behavioral health services (“**On-Site Providers**”);

WHEREAS, CMHS and GVPD desire to collaborate as a part of the Eastern Jackson County Co-Responder Program (the “**Project**”); and

WHEREAS, the purpose of this Agreement is to document the intent of both organizations and to clarify the roles and responsibilities of each.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

### 1. GENERAL REPRESENTATIONS AND WARRANTIES

1.1. RECITALS. The parties agree that the above recitals, and all terms defined in the recitals, are hereinafter incorporated into the terms of this Agreement.

1.2. AUTHORITY. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered, and this Agreement constitutes valid and binding obligations, enforceable in accordance with its terms.

### 2. TERM AND TERMINATION

2.1. TERM. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (“**Initial Term**”).

2.2. RENEWAL. At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, unless sooner terminated as provided herein.

2.3. TERMINATION BY MUTUAL AGREEMENT. Either party may terminate this Agreement by written mutual agreement at any time. The effective date of such termination shall be mutually agreed upon by the parties.

2.4. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement, with or without cause, by providing ninety (90) days’ prior written notice to the other party.

2.5. EFFECT OF TERMINATION. Upon the expiration of the notice period (“**Termination Date**”), neither party shall have any further rights or obligations hereunder, except for: (i) any obligations regarding confidentiality, indemnification and patient records; and (ii) rights and obligations accruing prior to such Termination Date.

### **3. ROLES AND RESPONSIBILITIES OF CMHS**

3.1. ON-SITE PROVIDERS. CMHS shall place qualified On-Site Provider(s) at GVPD locations as mutually agreed upon by the parties. On-Site Provider(s) shall use evidence-based practice strategies in the provision of services pursuant to this Agreement.

3.2. CREDENTIALS. CMHS shall ensure that all On-Site Providers furnishing services under this Agreement are appropriately credentialed, have the appropriate professional training and practical experience, and act within their scope of practice in a manner that is consistent with their training and expertise.

3.3. SUPERVISION. CMHS shall appropriately and regularly supervise all On-Site Providers to the extent required by applicable law and ethical standards.

3.4. ABSENCES. CMHS shall promptly inform designated GVPD personnel of any planned or unplanned absences of On-Site Providers scheduled to perform services under this Agreement.

3.5. CRISIS EVENTS. In the event of a crisis situation (i.e., suicidal or homicidal thoughts or plans, abuse, neglect, etc.), CMHS shall work in tandem with GVPD personnel to best meet the needs of such individual.

3.6. MEETINGS. CMHS shall attend and participate in meetings and other response coordination for individuals mutually serviced by CMHS and GVPD.

3.7. USE OF OFFICE SPACE. CMHS shall ensure that all CMHS staff utilizing GVPD’s office space cause no material damage or destruction to the facilities beyond normal wear and tear. If the office space, or any part thereof, is determined to be partially damaged or destroyed beyond normal wear and tear by CMHS staff, GVPD may immediately terminate this Agreement.

3.8. POLICIES AND PROCEDURES. All CMHS personnel shall adhere to GVPD policies and procedures while performing services under this Agreement to the extent that such policies do not conflict with CMHS policies and procedures. GVPD shall provide all CMHS personnel with a copy of such policies and procedures prior to the provision of services.

### **4. ROLES AND RESPONSIBILITIES OF GVPD**

4.1. SCHEDULING. GVPD shall work in tandem with CMHS to establish a mutually agreed upon schedule of services.

4.2. LOCATION. GVPD shall provide a clean and maintained office space for use by one (1) to two (2) On-Site Providers for up to five (5) days per week at designated GVPD location in Grain Valley, Missouri.

4.3. SUPPLIES AND EQUIPMENT. GVPD shall provide On-Site Providers access, as needed, to a landline telephone, facsimile and/or document scanning equipment, and wireless internet

connection to CMHS electronic/computerized systems. GVPD shall also provide adequate space to house a printer that is secure and accessible to CMHS personnel.

4.4. MEETINGS. GVPD shall participate in meetings and other response coordination for individuals mutually served by CMHS and GVPD.

## 5. COMPLIANCE

5.1. PATIENT IDENTIFYING INFORMATION. Each party agrees to maintain the security and privacy of any Protected Health Information (“**PHI**”) received from, or created for, the other party in accordance with all applicable state and federal rules and regulations regarding the confidentiality of patient records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Privacy and Security Standards (45 CFR Parts 160 and 164), the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2) (“**Part 2**”) (collectively, the “**Standards**”). The parties shall not use or disclose PHI other than as expressly permitted under this Agreement or as required by law. All medical information and data concerning specific patients (including, but not limited to, the identity of patients) derived from the services set forth in this Agreement shall be treated and maintained in a confidential manner by the parties, including their respective employees, agents and contractors, and shall not be released, disclosed or published to any third-party other than as permitted under the Standards or required by law. The parties further agree to use appropriate safeguards to prevent the unauthorized use or disclosure of such PHI data in their possession.

5.2. NO REMUNERATION FOR REFERRALS. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party, or any affiliate of the other party, of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals, or for recommending or arranging the purchase, lease or order of any item or service. Any payments remitted by either party hereunder represent the fair market value of the supplies and/or services to be rendered by such party hereunder and are in no way related to, or dependent upon, referrals by and between the parties. All referrals initiated under this Agreement shall be subject to patient choice and the care setting that is in the best interest of the patient.

5.3. EXCLUSION FROM FEDERAL HEALTH CARE PROGRAMS. GVPD represents and warrants that neither it, nor any of its staff, has been, nor is about to be, excluded from participation in any Federal Health Care Program. GVPD shall notify CMHS within five (5) business days of GVPD’s receipt of a notice of intent to exclude, or actual notice of exclusion, from any such program. The listing of GVPD, or any of its staff, on the Office of Inspector General’s List of Excluded Individuals and Entities (“**LEIE**”), the U.S. General Services Administration’s Excluded Parties List System (“**EPLS**”) or the Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List (“**SDN**”) shall constitute exclusion for the purposes hereof. In the event that GVPD, or any of its staff, is excluded from participation in any Federal Health Care Program, this Agreement shall immediately terminate.

5.4. BACKGROUND CHECKS. CMHS shall ensure that all On-Site Providers undergo background checks, as consistent with, and required by applicable law, prior to the provision of services under this Agreement. Such background checks shall include, at minimum, the Missouri Child Abuse or Neglect/Criminal Record Check and the Missouri State Highway Patrol Criminal Record Check.

## 6. NOTICES

6.1. NOTICES. Any notice required or permitted hereunder shall be in writing and delivered via personal delivery, electronic transmission, reputable overnight courier (“**Courier**”) or the United States Postal Services (“**USPS**”), certified or registered mail, return receipt requested, and shall be deemed to have been duly delivered in person, upon electronic transmission, upon the earlier of actual receipt or three (3) business days after deposit with Courier or USPS, postage prepaid to:

**IF TO CMHS:**

Comprehensive Mental Health Services  
Attn: Julie Pratt  
17844 East 23<sup>rd</sup> Street  
Independence, MO 64057  
JPratt@thecmhs.com

**IF TO GVPD:**

Grain Valley Police Department

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO:**

Burrell, Inc.  
Attn: Legal Department  
2885 West Battlefield Road  
Springfield, MO 65807  
Legal@burrellcenter.com

## 7. INDEMNIFICATION, LIABILITY AND CONFIDENTIALITY

7.1. INDEMNIFICATION. To the extent allowable by law, each party shall defend, indemnify and hold the other party, including their respective officers, directors, affiliates, subsidiaries and employees, harmless from any and all claims, actions, liabilities, and expenses (including, without limitation, costs of judgments, settlements, court costs and reasonable attorneys’ fees) resulting from, or based upon, the negligent or intentional acts or omissions, or any failure to perform any obligation undertaken, or covenant by, the indemnifying party under this Agreement. Upon notice from the indemnified party, the indemnifying party shall defend against, at its sole cost and expense, any such claim or action, provided that the indemnifying party’s selection of counsel shall be subject to the indemnified party’s approval, and the indemnified party shall have the right to participate in the defense and to approve any settlement.

7.2. SOVEREIGN IMMUNITY. Notwithstanding the language set forth above in this Section, the parties recognize that GVPD is an entity that is a sovereign political subdivision of the State of Missouri, such as, a department, board or other governmental unit of a city, county or township. GVPD, by entering into this Agreement, is not thereby waiving or limiting rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or other legal protections applicable under federal or state law, which are afforded to GVPD and its employees by virtue of its status as a political subdivision of the State of Missouri.

7.3. COOPERATION IN THE EVENT OF A CLAIM. Subject to the terms of each party’s respective liability insurance policies, and subject to attorney-client privilege and attorney work product protection, each of the parties hereto shall make a good faith effort to cooperate with each other in the conduct and defense of claims arising out of, or in connection with, the services provided under this Agreement. This Subsection shall be without prejudice to the prosecution of any claims

that the parties may have against each other and shall not require cooperation in the event of such claims or actions.

7.4. LIABILITY. The parties agree that the City of Grain Valley and GVPD shall be held harmless and not liable for any personal injury or damaged or lost property sustained by CMHS staff while utilizing GVPD office space.

7.5. CONFIDENTIALITY. Each party shall maintain, hold as confidential and not disclose any confidential or proprietary information of the other party that it may receive during the term of this Agreement to any third-party (with the exception of the parties' respective legal counsel, insurers, accountants or financial advisors and institutions), without the prior written consent of the disclosing party, unless such disclosure is required by law, or otherwise authorized herein. Notwithstanding the foregoing, the parties agree to treat all information furnished in connection with this Agreement (collectively, "**Confidential Information**") as strictly confidential. Information that is, or becomes, a part of the public domain through no violation of this Agreement shall not be deemed Confidential Information for the purposes hereof. Confidential Information may be disclosed only as follows: (i) to such owners, directors, employees, representatives, agents and advisors of the receiving party as reasonably necessary to perform its obligations required under this Agreement; (ii) as consented to in writing by the disclosing party; or (iii) as required by a valid court order or other applicable law. In the event that the receiving party is presented with a request or requirement to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such party shall, to the extent permitted by law, provide the disclosing party with immediate written notice of such request or requirement. The receiving party shall reasonably cooperate in any efforts by the disclosing party to seek an appropriate protective order or other remedy, or otherwise challenge or narrow the scope of such disclosure request or requirement. If a protective order or other remedy is not obtained, such receiving party shall furnish only that portion of Confidential Information that is legally required.

## 8. GENERAL PROVISIONS

8.1. NON-DISCRIMINATION. In performance of their respective obligations under this Agreement, both parties shall comply with all applicable federal, state and local laws, rules, regulations and executive orders concerning non-discrimination in employment, healthcare, education and services on any protected basis, including, without limitation, the basis of sex, race, age, disability, religion, national origin, sexual orientation, gender identity, protected veteran status or any other basis protected under applicable law.

8.2. STATUS OF PARTIES. The parties specifically state that this Agreement is not intended to create a partnership, joint venture, employer-employee relationship or any other co-owned enterprise. It is merely intended to establish the basis upon which the parties will collaborate as a part of the Project. The parties agree that their respective personnel are not employees, agent or contractors of the other. Thereby, the parties' respective personnel are entitled to no benefit or emolument of employment from the other, including, but not limited to, workers' compensation coverage or other insurance. Further, personnel shall be evaluated, supervised and report to their respective agencies and not the other.

8.3. WAIVER. No delay or omission by either party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of

any right, power or acquiescence therein. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the other party.

8.4. SEVERABILITY. Each and every provision, section, subsection, paragraph, subparagraph, and clause shall be separate from each and every part thereof so that the invalidity of any part thereof shall not affect the validity of the remainder.

8.5. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

8.6. MODIFICATION. This Agreement may not be amended or altered in any way except by a written amendment which makes specific reference to this Agreement executed by a duly authorized representative of both parties.

8.7. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.8. GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Missouri, without respect to Missouri's choice-of-law provisions.

8.9. COUNTERPARTS. This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. This Agreement may be executed via electronic signature and/or delivered via electronic transmission.

8.10. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto, including their respective successors and permitted assigned, and no other third-party shall have any right, benefit, priority or interest under this Agreement.

8.11. SUCCESSORS AND ASSIGNS. All provisions of this Agreement are binding upon, shall inure to the benefit of, and are enforceable by or against both parties, and their respective heirs, successors, executors, administrators, permitted assigns and other legal representatives.

8.12. FORCE MAJEURE. Neither party shall be held liable to the other party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in performing any obligation under this Agreement where such failure or delay is caused by, or results from, causes beyond the reasonable control of the affected party, including acts of God (including, but not limited to, fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion, act of foreign enemies, act of terrorism (foreign or domestic), labor dispute, strike, government order, failure of utility services, epidemic or pandemic, or acts, omissions or delays in acting by any governmental authority.

8.13. ENTIRE AGREEMENT. This Agreement contains all terms, conditions, provisions and representations of the parties relating thereto, and all prior representations, understandings and discussions are contained herein. This Agreement supersedes all other prior discussions, representations and agreements between the parties pertaining to the subject matter pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date first set forth above.

**BURRELL, INC.**

**GRAIN VALLEY POLICE DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

<b>MEETING DATE</b>	06/10/2024	
<b>BILL NUMBER</b>	R24-42	
<b>AGENDA TITLE</b>	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDED OVERTIME FOR DWI ENFORCEMENT AND HAZARDOUS MOVING VIOLATION ENFORCEMENT	
<b>REQUESTING DEPARTMENT</b>	Police Department	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available	\$7,835 – Stalker 15” Pole Mounted Speed Signs with Traffic Analyst x2 \$6,500 - Hazardous Moving Violations/DWI
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To enhance traffic safety and enforcement on roadways in the City of Grain Valley, Missouri	

<b>BACKGROUND</b>	<p>The City of Grain Valley has been receiving these grants for the past ten years. The grants have been, and will continue to be, used for DWI enforcement and hazardous moving violations such as speed, careless driving, red light and stop sign violations. These grants have had an overall positive impact on the safety of Grain Valley citizens, especially in the area of significant traffic accident reduction over the past year, via the initiative set forth by the Board of Aldermen in relation to these grants.</p> <p>This grant is 100% funded by the State with no matching funds from the City. Grain Valley police officers will work overtime for DWI and hazardous moving violation enforcement with overtime paid by the City. The State will then reimburse the City for 100% of the overtime worked by police officers with no matching funds required by the City. Funds will be distributed from State of Missouri to Grain Valley, upon the City's request.</p>
<b>SPECIAL NOTES</b>	This agreement requires signatures from all elected officials of the City of Grain Valley, Missouri for each separate grant.
<b>ANALYSIS</b>	Not Applicable
<b>PUBLIC INFORMATION PROCESS</b>	Not Applicable
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Not Applicable
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, City Authorization Forms, and copies of the DWI Enforcement and Hazardous Moving Violation Enforcement grants.

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*June 10, 2024*

RESOLUTION NUMBER  
**R24-42**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF  
TRANSPORTATION FOR GRANT FUNDED OVERTIME FOR DWI ENFORCEMENT AND  
HAZARDOUS MOVING VIOLATIONS**

**WHEREAS,** the Board of Aldermen of the City of Grain Valley is committed to the safety of the patrons of their community; and

**WHEREAS,** it has determined that it would be in the best interest of public safety to have the Grain Valley Police Department participate in a 100% grant funded program that funds overtime for DWI Enforcement and Hazardous Moving Violation Enforcement; and

**WHEREAS,** the Board of Aldermen wish to enter into agreements with the Missouri Department of Transportation awarding grant funding for state reimbursed overtime money related to DWI Enforcement and Hazardous Moving Violation Enforcement; and

**WHEREAS,** funds will be disbursed through the Kansas City Region of the Missouri Department of Transportation, upon the request of the City.

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

**SECTION 1:** The Mayor is authorized to enter into an agreement with the Missouri Department of Transportation for grants funding two Stalker 15" pole mounted speed signs with traffic analyst in the amount of \$7,835.00.

**SECTION 2:** The Mayor is authorized to enter into an agreement with the Missouri Department of Transportation for grant funding overtime for hazardous moving violations and DWI enforcement in the amount of \$6,500.00.

*PASSED and APPROVED, via voice vote, (\_\_-\_\_) this 10<sup>th</sup> Day of June 2024.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

[R24-42]

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# CONTRACT

Form HS-1

Version: 1

05/24/2024

**Missouri Department of Transportation**  
**Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** HMV Enforcement  
**Project Number:** 25-PT\*-02-037  
**Project Category:** Traffic Enforcement Services  
**Program Area:** State and Community Programs

**Funding Source:** 402 / 20.600

**Name of Grantee**  
Grain Valley Police Dept.

**Type of Project:** Initial

**Grantee County**  
Jackson

**Started:** 10/01/2024

## Federal Funds Benefiting

**State:**

**Local:** \$14,335.00

**Total:** \$14,335.00

**Grantee Address**  
711 S Main Street  
  
Grain Valley, MO 64029-9777

## Source of Funds

**Federal:** \$14,335.00

**State:**

**Local:** \$0.00

**Total:** \$14,335.00

**Telephone**  
816-847-6250

**Fax**  
816-847-6259

**Contract Period**  
**Effective:** 10/01/2024  
**Through:** 09/30/2025

**Prepared By**  
Wilson, Scott

\_\_\_\_\_  
**Subrecipient Authorizing Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Subrecipient Project Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**MHTC Authorizing Official**

\_\_\_\_\_  
**Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$14,335.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT AND SOFTWARE**

**A. PROCUREMENT:** Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
  1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
  2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
  3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

**V. FISCAL RESPONSIBILITY**

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
  - A. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

#### VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

#### VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

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- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

### IX. **STATUTORY AND REGULATORY REQUIREMENTS**

- A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:
  - 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
  - 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
  - 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
  - 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
  - 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

#### OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
  - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**(Applies to subrecipients as well as States)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**

**(Applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(Applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING**

**(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

CONTRACT CONDITIONS - PAGE 11

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT  
(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

## CONTRACT CONDITIONS - PAGE 12

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

### **XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE** (Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS**

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

**XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE**

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST**

**(Applies to subrecipients as well as States)**

**General Requirements**

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - 1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - 2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**Disclosure Requirements**

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B. NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY**

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

#### **C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually .

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

**G. PURSUIT POLICIES**

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

## PROBLEM IDENTIFICATION

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During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

Grain Valley is located in eastern Jackson County along Interstate 70 with additional access via US 40 Highway, State Route AA and State Route BB Highways. It is approximately 20 miles east of Kansas City with a population of 16,000 (2021) residents within 6 square miles. Considered to be a residential community, there has been an increase in businesses locating to Grain Valley.

According to the Missouri State Highway Patrol crash statistics, there were 800 crashes in Grain Valley between 2021 and 2023. Of those crashes, 114 were injury crashes with 686 being property damage only. No fatalities were reported during this reporting period. High crash days were Monday, Wednesday, Thursday and Friday with the highest number of crashes occurring from 1:00 pm through 7:00 pm. There was also a spike in crash occurrences during the morning commute from 7:00 am to 9:00 am.

Contributing factors include the following:

Distracted / Inattentive - 13% with 20 crashes causing personal injury

Failed to Yield - 15%

Following Too Close - 12%

Too Fast for Conditions - 9%

Alcohol / Drug Impairment - 7%

Improper Lane Use - 10%

Improper Turn - 5%

Obstructed Vision - 4%

## GOALS/OBJECTIVES

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### Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Grant funding will provide additional officers for patrol during high crash days and times to enforce traffic laws in order to decrease the occurrence of crashes within the city limits of Grain Valley .

## PROJECT DESCRIPTION

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Officers will conduct extra patrol city-wide with an emphasis on the main thoroughfares within the city (US 40 Hwy, State Routes AA and BB Highways) twice a month. Enforcement periods will on Monday, Wednesday, Thursday and Friday during the afternoon and early evening during the year. It has been shown that increased police presence can have an impact on drivers and their decisions. Whether the officers are conducting stationary speed enforcement in high traffic areas or mobile traveling the roadways, our goal is to make drivers aware for their own safety and the safety of others.

Stalker speed-reduction signs will be used on these same thoroughfares within the city ( upon MoDOT approval as needed) to reduce speeds of hazardous moving vehicles when officers are not available to conduct enforcement activities . These signs will gain the attention of the driver with the display the speed of the aggressive driver, and also gather data of how many speeding violations occurred in that area. This will help identify areas of concern that may be either complained about by citizens or unknown to officers so that enforcement can be conducted to save lives .

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Shortage of officers led to having a need for overtime on patrol in the recent past ; however, GVPD is nearly back to full staffing levels and there are no indicators that the amount requested will not be spent , unless unforeseen staffing issues hit the metro again.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	56
19	Total number of speeding citations written by your agency.	169
20	Total number of HMV citations written by your agency.	103
21	Total number of child safety/booster seat citations written by your agency.	1
22	Total number of safety belt citations written by your agency.	2
23	Total number of warnings issued.	1089

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	800
25	Total number of traffic crashes resulting in a fatality.	0
26	Total number of traffic crashes resulting in a serious injury.	0
27	Total number of speed-related traffic crashes.	30
28	Total number of speed-related traffic crashes resulting in a fatality.	0
29	Total number of speed-related traffic crashes resulting in a serious injury.	15
30	Total number of alcohol-related traffic crashes.	49
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	5
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	21
36	Total number of commissioned patrol and traffic officers.	13
37	Total number of commissioned law enforcement officers available for overtime enforcement.	18
38	Total number of vehicles available for enforcement.	9
39	Total number of radars/lasers.	11

40 Total number of in-car video cameras. 11

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

4 PBT's

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Enforcement will be city wide with emphasis on State Route AA (SW Eagles Pkwy), State Route BB (Main St, Buckner-Tarsney Rd) and US 40 Highway. MSHP crash reports show that 532 (67%) of crashes between 2021 and 2023 occurred on these main roads.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will occur every month during the grant period with special emphasis on the following months: October, November, December, March, May and September. These are the months with the highest incidents of crashes during the fiscal year.

46 Enter the days of the week in which enforcement will be conducted.

Report statistics show that the highest number of crashes occur on the following days: Monday, Wednesday, Thursday and Friday. Traffic enforcement will focus on these days, but can be worked any day of the week.

47 Enter the time of day in which enforcement will be conducted.

According to reports, the highest number of crashes occur between the hours of 1:00pm and 7:00pm. Officers will have the greatest impact if we concentrate on the afternoon hours instead of other times during the day. This will focus on students leaving school and citizens returning home in the evenings. Enforcement will be for a 4-hour period between 2:00pm and 6:00pm.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Funding will be used to purchase Stalker speed awareness signs that display a flashing digital speed to warn aggressive drivers. These speed-reducing signs have the capability to record speeds in the deployed area, which will be used for planning and enforcing this grant. These signs can be moved as needed to ensure that the main roadways in Grain Valley are being monitored, even in the absence of officers conducting enforcement activities and prevention of crashes.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The project will be evaluated monthly to ensure that areas of enforcement, citations issued, DWI/DUI arrests, crashes, and hazardous moving vehicle enforcement is making an impact on our communities overall safety.

This department will see the project as a success when the amount of crashes decrease. Though this may not happen initially, over time it is the hope that the increased presence of patrol will get the attention of drivers, making them aware for their own safety and the safety of others.

Information obtained with the speed-reducing signage will also be collected and documented internally so that enforcement efforts can be better concentrated during the times and locations needed throughout the city . This is information that can be shared with city administrators and engineers when planning for safer streets in Grain Valley .

## ADDITIONAL FUNDING SOURCES

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N/A

## BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	RADAR/LIDAR	Stalker 15" Pole Mounted Speed Sign with Traffic Analyst	2.00	\$3,917.50	\$7,835.00	\$0.00	\$7,835.00
					\$7,835.00	\$0.00	\$7,835.00
Personnel							
	Overtime and/or Fringe	HMV enforcement overtime and fringe - Approx 85 hours	1.00	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00
					\$6,500.00	\$0.00	\$6,500.00
Total Contract					\$14,335.00	\$0.00	\$14,335.00

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Stalker Speed Sign Quotr	02/21/2024
PDF	PDF Document	Policy GVPD 1040 - Traff	02/22/2024

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Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

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Council Member

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Mayor

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	06/10/2024	
BILL NUMBER	R24-43	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE GRAIN VALLEY CHAMBER OF COMMERCE	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	\$10,000
	Budget Line Item:	170-70-72000
	Balance Available:	\$27,500
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To continue the relationship between the city and the Grain Valley Chamber of Commerce	
BACKGROUND	The city has been a community partner with the Chamber of Commerce for a number of years and is at the end of the most current agreement with the organization.	
SPECIAL NOTES	The Chamber of Commerce presented to the Board of Aldermen on May 13, 2024.	
ANALYSIS	This agreement between the City and Chamber is important to continue to advance Grain Valley in supporting current and future businesses to ensure they have the resources and support necessary to succeed. This is a one year agreement and we will evaluate future agreements when that time comes.	
PUBLIC INFORMATION PROCESS	Not Applicable	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Agreement

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*June 10, 2024*

RESOLUTION NUMBER  
**R24-43**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COOPERATIVE  
AGREEMENT WITH THE GRAIN VALLEY CHAMBER OF COMMERCE**

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

**WHEREAS**, the Grain Valley Chamber of Commerce was formed to assist and aid Grain Valley businesses with any assistance they may need; and

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

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

**SECTION 1:** The Board of Aldermen of the City of Grain Valley, Missouri agrees that the Grain Valley Chamber of Commerce shall, in consideration of a one year agreement and financial support from the City in the amount of \$10,000, provide the following services for Grain Valley as set forth in Exhibit A.

*PASSED and APPROVED, via voice vote, (\_-\_) this 10th Day of June, 2024.*

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R24-43]

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## Exhibit A

### COOPERATIVE AGREEMENT BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND THE GRAIN VALLEY CHAMBER OF COMMERCE

This Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF GRAIN VALLEY, MISSOURI, hereinafter referred to as "GRAIN VALLEY" or "City", and the GRAIN VALLEY CHAMBER OF COMMERCE, hereinafter referred to as the "CHAMBER".

WHEREAS, the City desires to be an integral part of an independent, membership based Chamber that would be comprised of Board members; and

WHEREAS, the Mayor and Board of Aldermen acknowledge the importance of a strong Chamber for the health of the business community; and

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

NOW, THEREFORE, BE IT AGREED by the City of Grain Valley, Missouri, hereinafter referred to as "City," and the Grain Valley Chamber of Commerce, hereinafter referred to as "the Chamber," that the Chamber shall in consideration of a one-year agreement of financial support from the City over the next City fiscal year totaling \$10,000, provide the following services for Grain Valley and as set forth hereafter:

#### **I. DUTIES AND RESPONSIBILITIES OF THE CHAMBER**

- a. The Chamber shall work with existing businesses to identify and address growth opportunities and work to resolve impediments to growth and retention. Through communication with existing businesses, the Chamber shall monitor trends and conditions, provide guidance, and adjust needed services to maintain and expand the City's Business base. The Chamber shall also promote the general economic welfare of the City.
- b. Chamber shall formally present at one meeting of the Board of Aldermen in the first quarter of the calendar year. The purpose of this meeting is to update the city on its goals, accomplishments, and future strategic priorities. Furthermore, the Chamber shall be available to take questions from the Board of Aldermen at these meetings.
- c. The Chamber shall make itself available to provide verbal reports and presentations to the Board of Aldermen upon request by the City Administrator.
- d. Membership of the Chamber shall consist of business entities, organizations, and individuals who pay an annual membership fee to the Chamber. Additionally, the Chamber shall designate in its organization's bylaws directors who are under no obligation to pay an annual membership fee. Such directors shall be:
  - i. The Mayor of Grain Valley and/or their designee;
  - ii. The City Administrator of Grain Valley and/or their designee.

## **Exhibit A**

- e. The Chamber's Board of Directors shall have complete responsibility and authority for all budget issues, payroll, personnel, operating accounts, and/or facility and capital needs as identified annually and as funded through financial and/or in-kind contributions to the Chamber. The Chamber shall develop policies to govern the day-to-day operations of the organization. The Chamber shall provide a copy of its policy manual to the City and inform the City of any updates to it.

## **II. DUTIES AND RESPONSIBILITIES OF THE CITY**

- a. The city agrees to provide funding to the Chamber in an amount authorized in the City's annual budget. The budgeted amount from the city for 2024 is \$10,000. The City shall make all funds approved by the Board of Aldermen available for use by the Chamber upon execution of this Agreement.

## **III. MISCELLANEOUS TERMS**

- a. TERM—This Agreement shall run for a period of one (1) year from the initial date of signing and shall be subject to renewal and renegotiations on or before the Agreement's expiration.
- b. TERMINATION—In the event that either party should seek to terminate this Agreement, which may be terminated for any reason whatsoever, the party seeking to terminate the Agreement shall give written notice of no less than ninety (90) days to the other party prior to termination of said Agreement. The foregoing notwithstanding, termination of this Agreement shall occur no earlier than six months following the expiration of the then current annual appropriation. At the expiration or termination of this Agreement the Chamber shall deliver to the City any unexpended City funds, which shall be identified as the pro-rata percentage of the City's overall contribution to the Chamber's budget for the current year of operations. All items of tangible property will be considered purchased by the Chamber from private sector membership and shall be considered Chamber property. The City agrees that if the City terminates this Agreement, it will reimburse the Chamber for any reasonable contractual obligations agreed to or incurred by the Chamber in furtherance of this approved Agreement prior to receiving written notice of the termination.
- c. INDEPENDENT CONTRACTOR—It is specifically acknowledged, understood, and agreed that the Chamber will be acting as a free and independent contractor under the terms of this Agreement and that no person employed by the Chamber in any capacity whatever shall be considered to be an employee of Grain Valley for any purpose whatsoever. The parties hereto each agree that they shall not:
  - i. Represent in any manner the relationship between them to be anything other than an independent contractor relationship, or

## Exhibit A

- ii. Represent in any manner that either party has any authority to bind the other in any third-party contractual relationships whatsoever or as to any financial incentive that may be made available to a third-party.
- d. Under this Agreement, the City shall not be deemed to be the employer, partner, joint venture, an associate or any kind of legal designee of Chamber in connection with or flowing from this Agreement, other than that of an independent contractor.
- e. The Chamber shall have exclusive control over the methods and the order in which work arising under this Agreement is accomplished.
- f. ASSIGNMENT—This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by the Chamber without the express, written permission of Grain Valley.
- g. SUBCONTRACTORS—The Chamber, subject to policies and procedures adopted by the Chamber, may engage the services of any subcontractors or other professional associates in connection with services covered by this Agreement. The City of Grain Valley shall not be liable or responsible for funding any agreements, obligations, or services beyond those which are specifically approved by the City.
- h. DEFAULT—Grain Valley, at its option, may by written notice to the Chamber, declare this Agreement in default if the Chamber defaults in the performance of any of its obligations. In the event the Chamber is given written notice of the default, the Chamber shall have thirty (30) days to cure the default from the date of the written notice requiring a default to be cured. If the default is not cured within the thirty (30) day time period, Grain Valley may immediately terminate the Agreement notwithstanding any provisions herein to the contrary. The Chamber, at its option, may by written notice to Grain Valley, declare this Agreement in default if Grain Valley defaults in the performance of any of its obligations hereunder. If Grain Valley fails to cure said default within thirty (30) days of the date of the written notice requiring default to be cured, the Chamber may immediately terminate the Agreement notwithstanding any provision herein to the contrary.
- i. INDEMNIFICATION—The Chamber shall indemnify to the extent permitted by law and save harmless and defend Grain Valley, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of the Chamber, its agents, servants or employees occurring in the performance of activities or services under this Agreement. To the extent permitted by law, Grain Valley shall indemnify and hold the Chamber harmless and defend the Chamber, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever or whatsoever kind or nature arising out of error, omission or negligent act of Grain Valley, its servants or employees in the performance of

**Exhibit A**

services under this Agreement but only to the extent of damages directly resulting from the error, omission or negligent act.

- j. NOTICES—When either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

City of Grain Valley:  
City Administrator  
711 S. Main Street, Grain Valley Missouri 64029

Grain Valley Chamber:  
1452 Eagles Parkway  
Grain Valley, Missouri 64029.

- k. MODIFICATIONS—No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto.
- l. SEVERABILITY—If any provision of this Agreement is held illegal or unenforceable, such provision shall be severed and shall be inoperative, with the remainder of this Agreement remaining operative and binding on the parties

Witnessed whereof, the parties have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2024, after being duly authorized by the Board of Aldermen of the City of Grain Valley and the Board of Directors of the Chamber.

CITY OF GRAIN VALLEY, MISSOURI

GRAIN VALLEY CHAMBER

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

*Ordinances*

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/13/2024	
BILL NUMBER	B24-09	
AGENDA TITLE	AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING TITLE II, CHAPTER 215, SECTION 215.200 SEXUAL MISCONDUCT AND REPEALING SECTION 215.216 OF THE CITY OF GRAIN VALLEY, MISSOURI	
REQUESTING DEPARTMENT	Legal	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To update Chapter 215 to be more comprehensive	
BACKGROUND	N/A	
SPECIAL NOTES	Chapter 215.216 is being repealed as the offense is included in the update to 215.200	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Redline Ordinance, Ordinance	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B24-09

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
May 13, 2024 (5-0)

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI, AMENDING TITLE II, CHAPTER 215, SECTION 215.200 SEXUAL MISCONDUCT  
AND REPEALING SECTION 215.216 OF THE CITY OF GRAIN VALLEY, MISSOURI**

**WHEREAS**, Chapter 215, Code of Ordinances, City of Grain Valley, Missouri sets the offenses and penalties to be regulated within the City limits under the umbrella of Public Health, Safety and Welfare;

**WHEREAS**, the City of Grain Valley, Missouri, desires to update its Code of Ordinances by amending Section 215.200 regarding Sexual Misconduct;

**WHEREAS**, the City of Grain Valley, Missouri, desires to repeal Section 215.216 as the offense is covered in this update;

**WHEREAS**, the City of Grain Valley has recognized that to protect the community's health, safety, morals and/or general welfare, such amendment is required.

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

**Section 1. That Section 215.200 is hereby amended and shall hereafter read as follows:**

**Section 215.200. Sexual Misconduct.**

A person commits the offense of sexual misconduct if such person:

- A. Exposes his/her genitals under circumstances in which he/she knows that his/her conduct is likely to cause affront or alarm; or
- B. Has sexual contact in the presence of a third person or persons under circumstances in which he/she knows that such conduct is likely to cause affront or alarm; or
- C. Has sexual intercourse or deviate sexual intercourse in a public place in the presence of a third person.

**Section 2.** The City Code is hereby amended by repealing Section 215.215 Indecent Exposure

**Section 3.**

That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or appealed.

**Section 3.** That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining.

**Section 4.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**Section 5.** That the City Clerk is authorized to correct any scrivener's errors identified within this Ordinance.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of May, 2024, the aye and nay votes being recorded as follows:

ALDERMAN BRAY \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN SKINNER \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_  
ALDERMAN SOLE \_\_\_\_\_

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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*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**Section 215.200 Sexual Misconduct.**

[R.O. 1996 § 215.200]

A person commits the offense of sexual misconduct if such person:

- A. Exposes his/her genitals under circumstances in which he/she knows that his/her conduct is likely to cause affront or alarm; or
- B. Has sexual contact in the presence of a third person or persons under circumstances in which he/she knows that such conduct is likely to cause affront or alarm; or
- C. Has sexual intercourse or deviate sexual intercourse in a public place in the presence of a third person.  
~~— in the first degree if he/she has deviate sexual intercourse with another person of the same sex or he/she purposely subjects another person to sexual contact or engages in conduct which would constitute sexual contact except that the touching occurs through the clothing without that person's consent.~~

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/13/2024	
BILL NUMBER	B24-10	
AGENDA TITLE	AN ORDINANCE TO REPEAL ORDINANCE 2447 AND ENACT A REVISED AMENDMENT TO TITLE II PUBLIC HEALTH, SAFETY AND WELFARE CHAPTER 215 ARTICLE X OFFENSES AGAINST THE PUBLIC ORDER SECTION 215.370 PEACE DISTURBANCE (A) (1) (a) OF THE CODE OF ORDINANCES	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To add Community Development's long-standing policy of approved construction hours and requiring an after-hours work permit if work is to be conducted outside those approved hours. This only pertains to construction activity that requires a permit.	
BACKGROUND	The Board of Aldermen approved Ordinance 2447 on April 8, 2024 amending Section 215.370. At the April 22, 2024 BOA meeting, there was further discussion regarding the amendment. The BOA voted to request that Staff revise the language to state that this only pertains to construction activity that requires a permit.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. B24-10

ORDINANCE NO.  
SECOND READING  
FIRST READING

May 13, 2024 (5-0)

**AN ORDINANCE TO REPEAL ORDINANCE 2447 AND ENACT A REVISED AMENDMENT  
TO TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE CHAPTER 215: OFFENSES,  
ARTICLE X AND AMENDING SECTION 215.370 PEACE DISTURBANCE (A) (1) (a)**

**WHEREAS,** the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable to amend the Code of the City of Grain Valley Title II Public Health, Safety and Welfare Chapter 215: Offenses, Article X Section 215.370 Peace Disturbance (A) (1) (a) to classify construction noise outside of the approved hours of construction as a disturbance of peace; and

**WHEREAS,** the Board of Aldermen has considered this change and deemed it to be within the best interest of the City to make the following change: and

**WHEREAS,** the Board of Aldermen approved Ordinance 2447 was on April 8, 2024 that established outside construction related work activities must be performed between certain hours during the work week and if construction activity must occur outside these hours then an after-hours work permit is required.

**WHEREAS,** the Board of Aldermen during the April 22, 2024 revisited this amendment again and voted to direct Staff to submit revised language that specifically states this amendment only applies to "permitted" construction activities.

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

**SECTION 1:** Ordinance 2447 that was approved on April 8, 2024 is hereby repealed.

**SECTION 2:** Title II. Public Health, Safety and Welfare Chapter 215: Articles X of the Grain Valley Missouri Municipal Code is hereby amended to be:

Section 215.370 **Peace Disturbance.**

**A.** A person commits the offense of peace disturbance if he or she:

**1.** Unreasonably and knowingly disturbs or alarms another person or persons by:

**a.** Loud noise including any permitted excavation, permitted site grading, permitted site construction work, and any permitted building construction activity not completely contained within an enclosed building, is only allowed between the hours of 7:00 AM and 6:00 PM, Monday through Friday, this excludes federal holidays that fall within Monday through Friday. An after-hours work permit approved by the Building Official is required and must be on-site if work needs to occur before 7:00 AM or after 6:00 PM, Monday

**through Friday, Saturday and Sunday or any federal holiday. An after-hours work permit is NOT required for construction activity that does not require a permit.**

**b.** Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient; or

**c.** Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out; or

**d.** Fighting; or

**e.** Creating a noxious and offensive odor.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2024, the aye and nay votes being recorded as follows:

ALDERMAN BRAY \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN SKINNER \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_  
ALDERMAN SOLE \_\_\_\_\_

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

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	06/10/2024	
BILL NUMBER	B24-11	
AGENDA TITLE	AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY OF GRAIN VALLEY, MISSOURI AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SALE	
REQUESTING DEPARTMENT	Administrator	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To sell city owned parcel numbers 37-830-11-03-02-0-00-000, 37-830-11-04-00-0-00-000, and 37-830-11-06-00-0-00-000.	
BACKGROUND	The city purchased the three lots in December of 2017. The Board of Aldermen asked to staff to issue a request for proposals which was put out in 2023. There was one proposal submitted.	
SPECIAL NOTES	N/A	
ANALYSIS	The city finds the submitted proposal to be in line with current development trends for that section of Main Street.	
PUBLIC INFORMATION PROCESS	The Request for Proposals was published online.	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, proposal, agreement
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**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B24-11

ORDINANCE NO.  
SECOND READING  
FIRST READING

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**AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY OF  
GRAIN VALLEY, MISSOURI AND AUTHORIZING THE CITY ADMINISTRATOR TO  
EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SALE**

**WHEREAS,** the City owns three parcels of land which together total approximately 1 acre (Jackson County Parcel Nos.: 37-830-11-03-02-0-00-000, 37-830-11-04-00-0-00-000, and 37-830-11-06-00-0-00-000) (the "Property"); and;

**WHEREAS,** on or about March 21, 2023 a Request for Proposal was issued to allow all interested parties to submit proposals for the purchase of the Property with preference given to those buyers who plan to utilize the land in a manner consistent with the surrounding uses and future development desires for the downtown district; and

**WHEREAS,** Cathy Dowd's (now Reality Ventures, LLC) proposal was accepted by the City; and

**WHEREAS,** the City now wishes to sell the Property to Reality Ventures, LLC pursuant to the terms and conditions of the contract and other associated documents.

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

**Section 1.** That the sale of property owned by the City of Grain Valley, Missouri and consisting of approximately 1 acre (Jackson County Parcel Nos: 37-830-11-03-02-0-00-000, 37-830-11-04-00-0-00-000, and 37-830-11-06-00-0-00-000) to Reality Ventures, LLC is hereby approved.

**Section 2.** That the City Administrator is authorized to execute any and all documents on behalf of the City of Grain Valley, Missouri in furtherance of selling the Property to Reality Ventures, LLC, including, but not limited to, the Contract which is which is attached hereto as Exhibit A and incorporated herein.

**Section 3.** That the City Administrator is authorized to execute any and all documents on behalf of the City of Grain Valley, Missouri in furtherance of selling the Property to Reality Ventures, LLC, including, but not limited to, the Contract which is which is attached hereto as **Exhibit A** and incorporated herein.

**Section 3.** That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining.

**Section 4.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**Section 5.** That the City Clerk is authorized to correct any scrivener's errors identified within this Ordinance.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of June, 2024, the aye and nay votes being recorded as follows:

ALDERMAN BRAY \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN SKINNER \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_  
ALDERMAN SOLE \_\_\_\_\_

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



# LAND REAL ESTATE SALE CONTRACT

**THIS CONTRACT is made between:** (Print names and INDICATE MARITAL STATUS OF PARTIES. If Seller name is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)

**SELLER:** CITY OF GRAIN VALLEY

**BUYER:** Reality Ventures, LLC

☐ **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.

## PROPERTY, PROGRAMS, ADDENDA, DESCRIPTIONS AND CONDITIONS

**1. PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon **(the "Property")** commonly known as:

<u>TBD S Main Street</u>	<u>Grain Valley</u>	<u>MO</u>	<u>64029</u>
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<u>Jackson</u>			
<b>County</b>			

**LEGAL DESCRIPTION:** (As described below) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Property will include the following, if any, unless otherwise excluded:**

**a. Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and **are** included in the sale.

**b. Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are not** considered to be part of the Property, and **are not** included in the sale.

**c. Additional Terms and Conditions, if any.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<div>Initials</div> <div>SELLER   SELLER</div>	<b>SELLER and BUYER acknowledge they have read this page</b>	<div>Initials</div> <div>BUYER   BUYER</div>
--	--	--

50 2. **GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on the  
51 Property, or that programs could be obtained, and BUYER accepts the responsibility for researching said  
52 programs. BUYER is not relying on any other representations regarding accessing government programs.  
53 (Check applicable box)

- 54  
55 ☐ BUYER acknowledges and agrees to execute necessary documentation to continue government  
56 farm program subsequent to the Closing Date.  
57 ☒ BUYER does not intend to participate in any existing government farm program.  
58

59 3. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:  
60 (Check applicable boxes)

- 61  
62 ☐ **Seller's Disclosure and Condition of Property**  
63 **Addendum (Land)**  
64 ☒ **Other:** KWPP Franchise Disc.  
65 ☒ **Other:** Legal Description Addendum  
66

- ☐ **Other:** \_\_\_\_\_  
☐ **Other:** \_\_\_\_\_  
☐ **Other:** \_\_\_\_\_  
☐ **Other:** \_\_\_\_\_

67 4. **DESCRIPTIONS AND CONDITIONS.**

- 68  
69 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this  
70 **Contract** or a **Counter Offer Addendum**.  
71  
72 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition  
73 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law  
74 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and  
75 that failure to do so may result in civil liability for damages.  
76  
77 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete  
78 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified  
79 or assigned only by a written agreement signed by all parties.  
80  
81 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more  
82 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the  
83 sense of the Contract requires.  
84

85 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
86 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not  
87 parties to this Contract.  
88

89 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized  
90 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,  
91 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair  
92 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing  
93 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of  
94 either.  
95

- 96 ☐ SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)  
97 ☐ SELLER licensed in: ☐ MO ☐ KS ☐ Other \_\_\_\_\_  
98 ☐ BUYER licensed in: ☐ MO ☐ KS ☐ Other \_\_\_\_\_  
99

- 100 ☐ Licensee assisting SELLER is an immediate family member of: (check applicable boxes)  
101 ☐ SELLER ☐ BUYER  
102 ☐ Licensee assisting BUYER is an immediate family member of: (check applicable boxes)  
103 ☐ SELLER ☐ BUYER  
104

- 105 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by  
106 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or  
107 such other address or number as will be furnished in writing by any such party.  
108

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_  
SELLER | SELLER BUYER | BUYER

Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER

- f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.
- g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.
- h. **Cyber Protection.** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

5. **CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- ☐ BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the Property that is acceptable to the BUYER.
- ☐ BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost of installation.
- ☐ BUYER obtaining verification building permits can be obtained.
- ☐ BUYER reviewing and accepting the terms of any deed restrictions.
- ☐ BUYER reviewing and accepting the terms of any Homeowner's Association.
- ☒ Other: Buyer to obtain a clear Phase I Environmental Site Assessment

BUYER will have \_\_\_\_\_ calendar days (thirty (30) if left blank) from the Effective Date of this Contract to remove all of these contingencies or to cancel the Contract by written notification to the SELLER if the contingencies cannot be satisfied. **Failure to notify SELLER within the time specified constitutes a waiver of the contingencies and the BUYER waives their right to renegotiate or cancel the Contract.**

**PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION**

6. **PURCHASE PRICE.** The **Purchase Price** for the Property is .....\$ 46,878.00  
which BUYER agrees to pay as follows:

- a. **Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent within \_\_\_\_\_ calendar days (three (3) if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

**If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice once the Delivery Period has ended and prior to delivery of the Earnest Money.**

- b. **Earnest Money** in the amount of .....\$ 5,000.00 (b)  
in the form of: (Check one)  
☒ Check/Electronic Funds Transfer/ACH ☐ Other \_\_\_\_\_

Deposited with: Stewart Title

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

- c. **Additional Earnest Money** in the amount of (ZERO (\$0) if left blank)..... \$ 0 (c)  
will be delivered on or before \_\_\_\_\_ in the form of: (Check one)  
☐ Check/Electronic Funds Transfer/ACH ☐ Other \_\_\_\_\_

Deposited with: \_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

d. **Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale) .....\$0 (d)  
(not including financed mortgage insurance premiums  
or other Closing costs, if any)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS**..... \$41,878 (e)  
Purchase Price (less b, c & d of this paragraph) on or before the  
Closing Date.

f. **Total Seller Expenses (Zero (\$0) if left blank):**

**SELLER paid costs.** In addition to any other costs SELLER  
agreed to pay herein, SELLER agrees to pay other allowable Closing  
costs permitted by Lender(s) and/or prepaid items for BUYER, not  
to exceed:.....\$0

g. **Other Financing Costs.**

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

7. **CLOSING AND POSSESSION.** On or before 07/02/2024 ("Closing Date"), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

**SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.**

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. m., (if left blank, **Possession** will be 5:00 P.M. on the **Closing Date**).

**BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.**

8. **APPRAISED VALUE CONTINGENCY.**

**If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**

**If a cash sale, BUYER** may within \_\_\_\_\_ calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

If the final appraised value of the property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing, within \_\_\_\_\_ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:

Initials	SELLER and BUYER acknowledge they have read this page	Initials
SELLER   SELLER		BUYER   BUYER

BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**9. SALE CONTINGENCY.**

☒ This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.

☐ This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency For Sale and/or Closing of Buyer's Property Addendum is attached.**

**10. FINANCIAL TERMS.**

☒ **THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_\_ calendar days (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.

☐ **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than \_\_\_\_\_ calendar days before Closing (fifteen (15) days if left blank).

BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

**a. Loan Types/Terms.** BUYER will obtain a Loan upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

_____ SELLER	Initials	<b><u>SELLER and BUYER acknowledge they have read this page</u></b>	Initials	_____ BUYER
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b. The Loan(s) will bear interest as follows:

1. Primary Loan ☐ interest rate not exceeding \_\_\_\_\_% per annum or  
☐ the prevailing rate at Closing
2. Secondary Loan ☐ interest rate not exceeding \_\_\_\_\_% per annum or  
☐ the prevailing rate at Closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

c. **Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

☐ **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to \_\_\_\_\_ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.**

☐ **BUYER IS NOT PRE-APPROVED.** Within \_\_\_\_\_ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

**SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).**

d. **Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

11. **UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. *If applicable.*

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

12. **MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition through the Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the Property, upon vacating or prior to delivery of Possession.

☐ **(Check if applicable)** SELLER will remove the following prior to the Possession Date: \_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_  
BUYER | BUYER

348 **13. CASUALTY LOSS.** If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or  
349 other causes including those that could be covered by what is known as fire and extended coverage insurance,  
350 then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The  
351 parties agree that the risk of that damage or destruction will be borne as follows:  
352

- 353 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be  
354 completed before the Closing Date.  
355

356 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be  
357 completed prior to the Closing, with written agreement between the parties one of the following options will be  
358 chosen:  
359

- 360 1. SELLER will pay for repair/replacement after Closing; or  
361  
362 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or  
363  
364 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed  
365 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being  
366 remitted to the party that funded the escrow.  
367

- 368 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the  
369 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after  
370 receiving notice of such damage to the Property.  
371

- 372 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be  
373 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the  
374 insurance damage assessment and be responsible for paying the insurance deductible and assign  
375 SELLER'S fire and extended coverage proceeds to BUYER at Closing.  
376  
377 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those  
378 repairs.  
379

380 **14. SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a  
381 lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in  
382 order to provide survey coverage to the BUYER.  
383

384 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or  
385 acreage disputes, or other such matters, that would be disclosed by a survey.  
386

387 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any  
388 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which  
389 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being  
390 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option  
391 of:  
392

- 393 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
394 Purchase Price; or  
395 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the  
396 Earnest Money and Additional Deposits paragraph of the Contract.  
397

398 **(Check box, if applicable):**

- 399 ☒ BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the  
400 Closing Date.  
401 ☐ SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to  
402 Closing. This survey may not replace Lender's required loan inspection survey, if any, provided  
403 at BUYER'S expense.  
404 ☐ SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be  
405 paid for as follows: \_\_\_\_\_  
406  
407 ☐ BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.  
408  
409

SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER BUYER

15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within 60 calendar days (thirty (30) days if left blank) (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection**

BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or possess any special expertise in the measurement or reduction of environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S expense.

a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.

b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.

d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.

f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following.

1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or
3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.

**BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).**

g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have 14 calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions.

<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"><div style="width: 50%;"></div><div style="width: 50%;"></div></div>	Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"><div style="width: 50%;"></div><div style="width: 50%;"></div></div>
SELLER   SELLER				BUYER   BUYER

Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of the Renegotiation Period will constitute such an agreement:

1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the unacceptable conditions; or
3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in its present condition.

**If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as provided above, then after the expiration of the Renegotiation Period either of the following is permitted under the Contract.**

- A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both parties.
- B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

#### **DEFAULTS AND REMEDIES**

- 16. DEFAULTS AND REMEDIES.** SELLER or BUYER will 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 will have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

**If SELLER defaults, BUYER may:**

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property.
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

**If BUYER defaults, SELLER may:**

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property.
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money 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 represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal action.

- 17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed

<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">SELLER</div>	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">BUYER</div>
SELLER				BUYER

by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the jurisdiction of a probate court, or; a violation of a state's real estate license laws.

**ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

- 18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the county in which the Property is located.
- 19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

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SELLER   SELLER				BUYER   BUYER

550 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

551  
552 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them  
553 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or  
554 immediately upon the occurrence of any change to that relationship.

555  
556 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as  
557 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in  
558 Missouri.).

559  
560 Licensee acting in the capacity of:

- 561  
562 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.  
563 Information given by the BUYER to an Agent of the SELER will be disclosed to the SELLER.  
564 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.  
565 Information given by the SELLER to an Agent of the BUYER'S will be disclosed to the BUYER.  
566 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.  
567 d. Disclosed Dual Agent (Available only in Missouri) is acting as an Agent for both the SELLER and the BUYER,  
568 and a separate Disclosed Dual Agency Amendment is required.  
569

570 **Agent generating the Contract is responsible for checking appropriate boxes on**  
571 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

572 Licensee assisting Seller is a: <i>(Check appropriate box(es))</i>	572 Licensee assisting Buyer is a: <i>(Check appropriate box(es))</i>
573	573
574 <input type="checkbox"/> SELLER'S Agent	574 <input type="checkbox"/> BUYER'S Agent
575 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)	575 <input checked="" type="checkbox"/> Designated BUYER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)
577 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 578 to sign a Transaction Broker Addendum. SELLER 579 is not being represented.	577 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 578 to sign a Transaction Broker Addendum. BUYER 579 is not being represented.
580 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri only)	580 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri Only)
582 <input type="checkbox"/> BUYER'S Agent	582 <input type="checkbox"/> SELLER'S Agent
583 <input checked="" type="checkbox"/> Designated BUYER'S Agent (In Kansas, 584 Supervising Broker acts as Transaction Broker)	583 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 584 Supervising Broker acts as a Transaction Broker)
585 <input type="checkbox"/> Subagent	585 <input type="checkbox"/> Subagent of the SELLER
586 <input checked="" type="checkbox"/> SELLER is not being represented.	586 <input type="checkbox"/> BUYER is not being represented.

587  
588 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,  
589 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency  
590 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**  
591 **compensated by more than one party in the transaction.** *(Check all applicable boxes)*  
592

593 **Brokers are compensated by:** ☒ **SELLER and/or** ☐ **BUYER**

594  
595 **The signatures below only apply to the Brokerage Relationship Disclosure.**  
596

599 _____	599 _____	599 _____	599 _____
600 Licensee assisting Seller	600 DATE	600 Licensee assisting Buyer	600 DATE
601 _____	601 _____	601 _____	601 _____
602 SELLER	602 DATE	602 BUYER	602 DATE
603 _____	603 _____	603 _____	603 _____
604 SELLER	604 DATE	604 BUYER	604 DATE
605 _____	605 _____	605 _____	605 _____

606 **TERMS AND CONDITIONS**

607  
608 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 609  
610     **a. Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not  
611     received by Listing Broker or Escrow Agent as specified in this Contract.  
612  
613     **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified  
614     Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days  
615     (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any  
616     interest earned on escrowed funds.  
617  
618     **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either  
619     party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be  
620     returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as  
621     otherwise stated in this Contract.

622  
623     Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and  
624     Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the  
625     Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless  
626     permitted to do so by applicable state laws.

627  
628     If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and  
629     Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or  
630     similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the  
631     Clerk of the Court for disposition as the Court may direct.

632  
633     BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs  
634     incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable  
635     attorney fees and expenses.

636  
637     BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either  
638     to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if  
639     Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written  
640     demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days  
641     (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will  
642     constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified  
643     letter.

644  
645     All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's  
646     account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the  
647     respective states as requested or required by law.

648  
649 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real  
650     estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be  
651     assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior  
652     to the current calendar year will be paid by SELLER.

- 653  
654     **a.** Any of the preceding items which become due and accrue during the calendar year in which SELLER'S  
655     warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing  
656     Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the  
657     BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in  
658     an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found  
659     in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

654  
655  
656  
657  
658  
659

Initials	SELLER and BUYER acknowledge they have read this page	Initials
SELLER   SELLER		BUYER   BUYER

- b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

- 23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.

Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

- 24. EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_ o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

<div>Initials</div> <div>SELLER   SELLER</div>	<div>SELLER and BUYER acknowledge they have read this page</div>	<div>Initials</div> <div>BUYER   BUYER</div>
--	--	--

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.

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).

BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and retain copies of both BUYER'S and SELLER'S Closing Statements.

☐ Signatures not required, see Counter Offer Addendum.

SELLER	DATE	BUYER	DATE
Keller Williams Platinum Partners		Keller Williams Platinum Partners	
BROKERAGE (Please Print)		BROKERAGE (Please Print)	
3751 Ralph Powell Rd Lee's Summit MO 64064		3751 Ralph Powell Rd Lee's Summit MO 64064	
ADDRESS		ADDRESS	
Nilesh Patel		Nilesh Patel	
Name of Licensee assisting Seller (Please Print)		Name of Licensee assisting Buyer (Please Print)	
816-309-7604 / 816-525-7000		816-309-7604 / 816-525-7000	
Listing Licensee's Contact # Brokerage Contact #		Selling Licensee's Contact # Brokerage Contact #	
patelgroup@kw.com		patelgroup@kw.com	
Listing Licensee's Email Address		Selling Licensee's Email Address	

**FORM CERTIFICATION: (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form.

By: \_\_\_\_\_  
Licensee Preparing Form

**CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on \_\_\_\_\_ for SELLER'S consideration.

DATE TIME

By: \_\_\_\_\_  
Licensee assisting SELLER

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 August 2022. All previous versions of this document may no longer be valid. Copyright January 2023.

**SEALED PROPOSAL-  
CITY OWNED PROPERTY AND  
THE SUBSEQUENT USE THEREOF  
RFP #2023-06**

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

# RFP #2023-06

## 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 three vacant (unaddressed) properties located on the East side of Main Street between Harris Street and Broadway 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 construct a new building in the character and style of the surrounding properties using the Downtown Overlay District-Downtown Zone as a guide to follow for development. The proposal hopes to add to the city's tax base and increase daytime activities and employment.*

### THE DEVELOPMENT TEAM

**i** *The development team will consist of Cathy Dowd and a contractor to be named. Cathy Dowd will retain 100% ownership of the property under an entity to be named later.*

Cathy Dowd  
203 South Main Street, STE D  
Grain Valley, MO 64029  
816-651-9482  
816-443-5485  
GrainValleyChiro@gmail.com

## QUALIFICATIONS

**i** *Cathy Dowd and her team has experience with starting new businesses from the ground up, including managing expansion projects of those businesses. Furthermore, she has experience in negotiating, financing, cash flow analysis and construction of facilities for multiple ventures and for other clients.*

### **Cathy Dowd**

Doctor of Chiropractic

Cleveland Chiropractic College

Bachelor of Science in Mathematics

Rockhurst University

Associate Actuary

Owner of Grain Valley Chiropractic, LLC

Board Member of The Grain Valley Partnership

Started several businesses from the ground up.

Experience in cash flow analysis.

Managed corporate facilities.

Experience in tenant finish construction projects

Prepared and administered \$500,000 annual operating budget.

# PROJECT CONCEPT

## **i** *N Main St Project*

- The goal of the overall concept of the N Main St Project is to add additional retail/office and residential space in a manner that continues the character, design and style of architecture in the Main Street Corridor, while using the easements to provide area for public spaces.
- The addition of the retail office space will allow Grain Valley Chiropractic LLC to expand its operations and allow for more space to be available for other new businesses to enter the Grain Valley market.
- Currently the Grain Valley market is lacking affordable office/retail space and the opening of these new spaces will also allow the availability of their former location. This will provide multiple opportunities for other businesses to open in price points that will range from the affordable existing spaces to the upper range with the new construction spaces.
- The developer intends to construct a second story on each building that will consist of residential rental units. The configuration and floorplan is yet to be determined but units will be affordably priced rental units for the Grain Valley market.
- Suitable parking will be designed into the project.
- The project will be designed around the city drainage easements and will allow for an opportunity to incorporate city trails and sidewalks to the city owned lake to the east.
- Our intent is to be good neighbors and help strengthen the community.

## PROJECT DESCRIPTION/INTENDED DESIGN

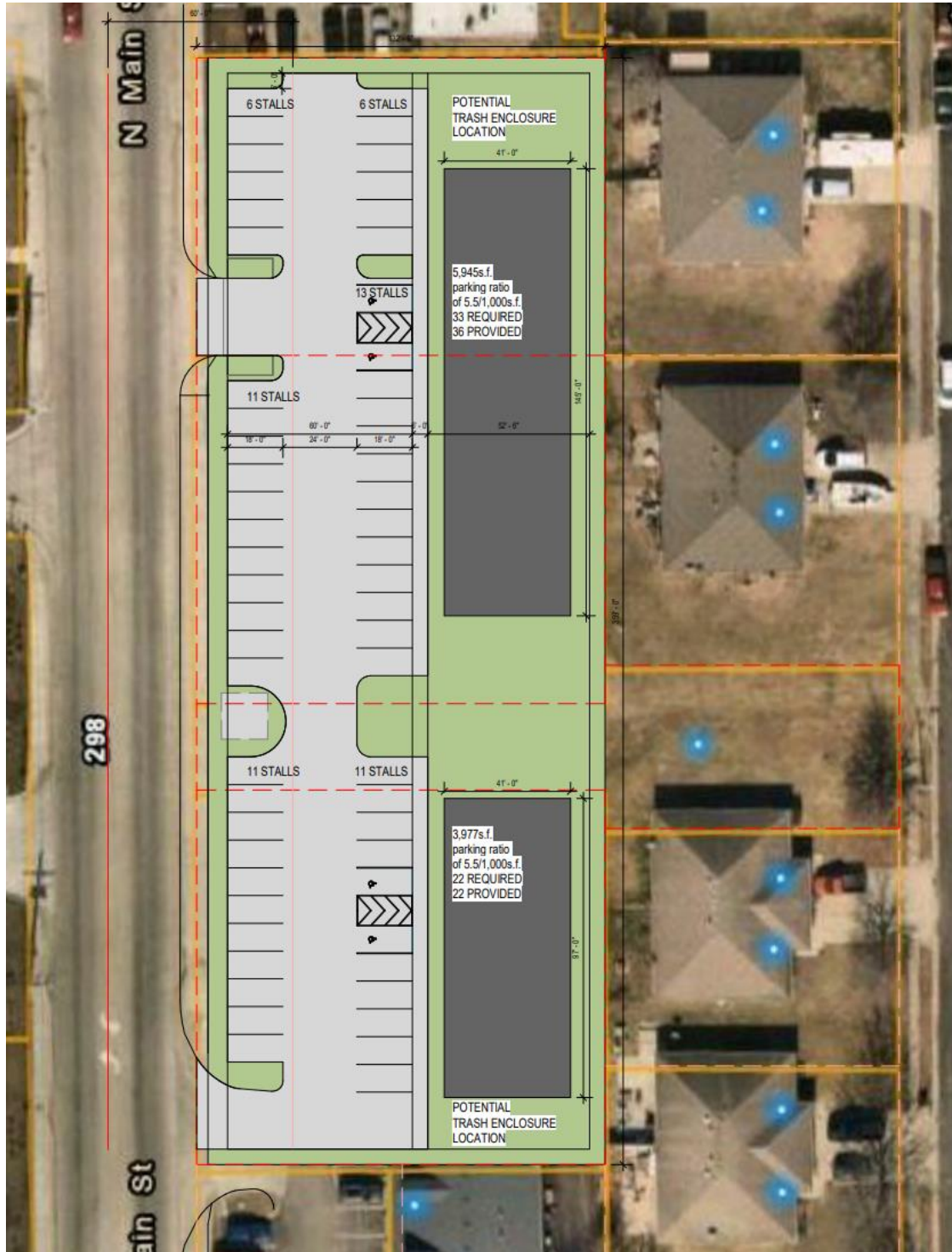
**i** *The buildings will be constructed in a manner that will blend with the surrounding neighborhood. Design specs are still to be determined. The easement areas are planned to be left open for connectivity to a potential expansion of the city trails or park access.*

### **i** **N Main St. Project**

- The main tenant of the project is Grain Valley Chiropractic which will occupy about 3,000 square feet of space.
- Additional retail/office space will be available in the same building occupied by GV Chiropractic.
- Additional building will be constructed for more leasable retail/office space/residential.
- Residential Units will be built on the second story of each building if financially feasible and after discussion/disclosure of pro forma related to cost/benefit of residential units. (Residential rental units will be built on the second level unless the added cost to construct and the associated monthly cost to finance the construction will exceed the cash flow generated by estimated market rents less expenses at that time of development.)
- Suitable parking and greenspace will be available at the property.
- Pedestrian traffic will be encouraged along existing sidewalks and potential trails/sidewalks leading to other city owned greenspace.
- Architectural and design standards will meet or exceed city requirements.

**i** Exhibit- Floorplan Sketch & Picture Examples

Conceptual Design



## Design Elements



The example to the left shows some of the design features that can be incorporated at the edge of the buildings to use some of the open easement area. Depending on the business and needs a patio would be ideal for bringing more downtown design characteristics to the site.

Landscaping with sidewalks will create an inviting space for the community to walk to the future businesses. The



## PROJECT TIMELINE

**i** *The lot purchase will allow Grain Valley Chiropractic to expand into the newly constructed space upon the expiration of their current lease in 24 months. The construction may take on two phases depending on financing approvals and economic conditions. The first phase will be the construction of the building housing Grain Valley Chiropractic.*

### ESTIMATED TIMELINE

- Upon Closing: Architect/Engineers will be authorized to complete plans, bids will be obtained and a construction budget will be established.
- Within 6 months of purchase: Construction financing is likely to be in place and permits should be obtained.
- 6-24 months of purchase: First building (the North building) should be constructed. Grain Valley Chiropractic is scheduled to occupy the unit after occupancy is approved.
- 36-48 Months After the Purchase: Second building is proposed to begin construction.

## PURCHASE PRICE

**i** *The purchase price includes all additional terms and time frames requested in the RFP. Specific Terms are outlined below with a purchase price analysis for review in the following section.*

### **i** *Purchase Terms*

- Purchase Price: \$43,878
- Earnest Deposit: \$5,000
- Closing Timeframe: 60 Days
- This proposal is valid for 120 days from the RFP deadline of April 27, 2023.

# 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	Zoning/use
110 NW Sni a Bar Parkway Grain Valley, MO 64029	\$225,000	220,849	\$1.01	C-3
30103 & 30205 SW Eagles Pkwy (R and C-3 Areas considered in price)	\$150,000	426,673	\$0.35	C-3/R
30103 & 30205 SW Eagles Pkwy (C-3 Zoned Area Only considered in price)	\$150,000	123,711	1.21	C-1
<b>OFFER PRICE</b>				
N Main St Lots – OFFER PRICE	\$43,878	43878	1.00	C-1

- The per square foot price is fair based on the recent sales of commercial property in other established areas of the city. These commercial lots were used as comparables as they were similar to the subject by being located near the subject.
- The adjacent areas of property are not up to the standards of newer construction commercial and any property built adjacent to it will suffer in appraised value because of that. A lower land cost must be obtained to keep the value of the completed building in range with appraised values.

# 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 Holds for Investment	43,878	43,878	204	0	204	45,918
Private Party Purchases and Constructs New Office/Retail Spaces	1,000,000	1,000,000	4,638	8,750	11,622	304,098

- Taxable sales at the retail establishments that may locate here are estimated at \$350,000 annually
- 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 in creating a vibrant Main St/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 \$43,878.
- Stable business owner that plans to owner occupy the location.
- Multiple uses planned to accommodate several opportunities for expansion of area businesses.
- New buildings being added to the tax rolls generating both sales and property taxes.
- New jobs being relocated to or created in Grain Valley.
- Development of unutilized property.
- The ripple effect of a new construction property in the area helping to bolster other adjacent commercial values and thus adding more revenue to the city.

*Staff  
Reports*

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# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: May, 2024	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Bethany Searcy	E-mail Address bsearcy@cityofgrainvalley.org	iNotes <input type="checkbox"/>	
Municipal Judge(s): SUSAN WATKINS		Prosecuting Attorney: SARAH OLDRIDGE	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	46	1,703	279
B. Cases (citations / informations) filed	0	0	0
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	46	1,703	279
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	IV. PARKING TICKETS
1. # Issued during reporting period	0
2. # Served/withdrawn during reporting period	18
3. # Outstanding at end of reporting period	206
<input type="checkbox"/> Court staff does not process parking tickets	

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

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: [MunicipalDivision.Reports@courts.mo.gov](mailto:MunicipalDivision.Reports@courts.mo.gov)

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>I. COURT INFORMATION</b>	Municipality: GRAIN VALLEY	Reporting Period: May, 2024
-----------------------------	----------------------------	-----------------------------

## V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 0.00		\$
Clerk Fee - Excess Revenue	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.00		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	\$ 0.00		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 0.00		\$
Clerk Fee - Other	\$ 0.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 0.00		\$
Law Enforcement Training (LET) Fund surcharge	\$ 0.00		\$
Domestic Violence Shelter surcharge	\$ 0.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	\$ 0.00	<b>Total Other Disbursements</b>	\$ 0.00
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 0.00
	\$	<b>Bond Refunds</b>	\$ 0.00
	\$	<b>Total Disbursements</b>	\$ 0.00

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



Community Development  
Mark Trosen, Director

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***Board of Aldermen Report  
June 10, 2024***

***(For the Month of May; 2024 YTD)***

**Permits Issued – 91; YTD 572**

Single Family – 0; YTD 4  
Duplex – 0; YTD 0  
Four-plex – 0; YTD 3  
Commercial New – 0; YTD 0  
Commercial Other – 0; YTD 2  
Residential Other – 18; YTD 57  
Fence – 12; YTD 36  
Roof -45; YTD 421  
Pools – 2; YTD 5  
Irrigation – 2; YTD 4  
Solar – 4; YTD 7  
Right-of-Way – 8; YTD 25  
Construction – 0; YTD 0  
Signs – 0; YTD 7  
Planning/Zoning – 0; YTD 1

**Codes Enforcement & Inspections – 365; YTD 1,929**

Total Building Inspections – 225; YTD 887  
    Residential – 207; YTD 818  
    Commercial – 18; YTD 69  
    Misc. Stops- 0; YTD 0  
Code Violation Inspections – 93; YTD 801  
    New – 81; YTD 575  
    Closed- 12; YTD 226  
Utility Inspections – 47; YTD 241  
    Sewer – 3; YTD 32  
    Water – 4; YTD 32  
    Sidewalks – 8; YTD 36  
    Driveways – 12; YTD 59  
    Final Grade – 8; YTD 29  
    PW Finals – 12; YTD 53

**Public Works**

Work Orders Completed – 183; YTD 1,247  
Utility Locate Requests – 341; YTD 1,467  
Water Main Taps – 0; YTD 42  
Water Meters –  
    New Construction Install – 7; YTD 76  
    Repairs/replacements – 38; YTD 275  
Water Sampling for MoDNR Permit – Completed 15 state water samples.

**Additional Items –**

- Public Works held Grain Valley's annual Spring Clean Up event. Public Works picked up 76 senior citizen's old, unwanted items on May 30<sup>th</sup> and 31<sup>st</sup> that filled two dumpsters and 1 metal dumpster. On June 1<sup>st</sup>, we filled 11 trash dumpsters, 4 metal dumpsters, and provided service to 240 vehicles – including trucks, trailers, and u-hauls.
- Two of our seasonals from last year rejoined us in the month of May for this summer – Jacob and Connor.
- Annual backflow reports were due May 1<sup>st</sup>. Public Works made disconnections due to non-compliance on May 15<sup>th</sup> to give residents a little more time to get them turned in.
- We had 3 water main breaks during the month of May – one on Eagles Parkway by the High School, one on Woodbury, and one on Yennie. All of which were repaired promptly after reported.

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: GRAIN VALLEY		Reporting Period: May 1, 2024 - May 31, 2024	
Mailing Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029					
Physical Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029				County: Jackson County	
Telephone Number:		Fax Number:			
Prepared by: Bethany Searcy		E-mail Address:			
Municipal Judge:					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		60	609	568	
B. Cases (citations/informations) filed		0	43	19	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	1	
4. plea of GUILTY in court		4	19	13	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	4	0	
6. dismissed by court		0	1	0	
7. <i>nolle prosequi</i>		0	3	8	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
<b>9. TOTAL CASE DISPOSITIONS</b>		4	27	22	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		56	625	565	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>			
1. # Issued during reporting period	10	1. # Issued during reporting period		0	
2. # Served/withdrawn during reporting period	20	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	839				

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: GRAIN VALLEY	Reporting Period: May 1, 2024 - May 31, 2024
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### **V. DISBURSEMENTS**

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,965.00	Court Automation	\$280.00
Clerk Fee - Excess Revenue	\$276.00	<b>Total Other Disbursements</b>	\$280.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.51	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$5,561.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$2,284.50
<b>Total Excess Revenue</b>	\$2,249.51	<b>Total Disbursements</b>	\$7,846.00
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$2,256.50		
Clerk Fee - Other	\$204.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$40.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$285.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$6.29		
Law Enforcement Training (LET) Fund surcharge	\$80.00		
Domestic Violence Shelter surcharge	\$160.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	\$3,031.99		