



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

February 24, 2025

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

- Faith United Methodist Church

ITEM IV: Pledge of Allegiance

- Alderman Brian Bray

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

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

ITEM VIII: Consent Agenda

- February 10, 2025 – Board of Aldermen Regular Meeting Minutes
- February 24, 2025 – Accounts Payable

ITEM IX: Previous Business

- None

ITEM X: New Business

- None

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

ITEM XIII (A) **A Resolution by the Board of Aldermen of the City of Grain Valley Designating Identified City Property as a Permissible Location for the 2025 Food Truck Friday Events**
R25-12
Introduced by Alderman Tom Cleaver

To provide a location for the operation of food trucks during the 2025 Food Truck Friday events

ITEM XIII (B) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri to Enter Into a Contract With Midwest Pool Management For Lifeguard Services at the Grain Valley Aquatic Center**
R25-13
Introduced by Alderman Rick Knox

To approve the contract with Midwest Pool Management for lifeguard services for the upcoming 2025 season

ITEM XIV: Ordinances

- None

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 Patrick Martin
- 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

- 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 meeting is on March 10, 2025 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.

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Consent

Agenda

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ITEM I: Call to Order

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on February 10, 2025, at 6:39 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

- Deputy City Clerk Khalilah Holland called roll
- *Present: Bray, Knox, Mills, Skinner, Sole (via phone)*
- *Absent: Cleaver, Bray*

-QUORUM PRESENT-

ITEM III: Invocation

- Valley Community Church provided the invocation

ITEM IV: Pledge of Allegiance

- The Pledge of Allegiance was led by Alderman Skinner

ITEM V: Approval of Agenda

- No Changes

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

- None

ITEM VIII: Consent Agenda

- January 27, 2025 – Board of Aldermen Regular Meeting Minutes
- February 10, 2025 – Accounts Payable
- *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: Knox, Mills, Skinner, Sole*
 - *Nay:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Rick Knox
Alderman Ryan Skinner
Alderman Darren Mills
Alderman Kyle Sole (via phone)

ELECTED OFFICIALS ABSENT

Alderman Brian Bray
Alderman Tom Cleaver

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks & Recreation Director Shannon Davies
Chief Ed Turner
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

- *Abstain:*

-Motion Approved: 4-0-

ITEM IX: Previous Business

- None

ITEM X: New Business

- Grain Valley Fair Beer Garden - September 5-6, 2025; Grain Valley Fair Board
- Mayor Todd stated this is an annual approval to allow the Grain Valley Fair board to host a beer garden on city property to be able to submit for a state liquor license.
- *Alderman Skinner made a Motion to allow the Grain Valley Fair Board to sell liquor on city property from the Pavillion on September 5-6, 2025*
- *The Motion was Seconded by Alderman Knox*
 - *No discussion*
- *Motion to allow the Grain Valley Fair Board to sell liquor on city property from the Pavillion on September 5-6, 2025, was voted on with the following voice vote:*
 - *Aye: Knox, Mills, Skinner, Sole*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 4-0-

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

Resolution No. R25-10 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a 2025 Bobcat Compact Track Loader and Accessories for the Parks Division

- *Alderman Skinner moved to approve Resolution No. R25-10*
- *The Motion was Seconded by Alderman Mills*
 - City Administrator Murphy stated this is a budgeted item that is replacing the

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Rick Knox
Alderman Ryan Skinner
Alderman Darren Mills
Alderman Kyle Sole (via phone)

ELECTED OFFICIALS ABSENT

Alderman Brian Bray
Alderman Tom Cleaver

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks & Recreation Director Shannon Davies
Chief Ed Turner
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

2010 compact tract loader due to be replaced on the vehicle equipment replacement program.

- The loader will be a trade in.
- *Motion to approve Resolution No. R25-10 was voted upon with the following voice vote:*
 - *Aye: Knox, Mills, Skinner, Sole*
 - *Nay:*
 - *Abstain:*

-Resolution No. R25-10 Approved 4-0

Resolution No. R25-11 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri to Enter Into a Contract With ATHCO for the Installation of Three Park Shelters at Armstrong Park

- *Alderman Skinner moved to approve Resolution No. R25-11*
- *The Motion was Seconded by Alderman Knox*
 - City Administrator Murphy stated this is a budgeted replacement for the three Armstrong Park shelters constructed in the 1980's.
 - Staff will be responsible for the demo of the existing shelters and concrete pads and will lay the concrete pads for the construction of the new shelters between late September and mid-October.
- *Motion to approve Resolution No. R25-11 was voted upon with the following voice vote:*
 - *Aye: Knox, Mills, Skinner, Sole*
 - *Nay:*
 - *Abstain:*

-Resolution No. R25-11 Approved 4-0

ITEM XIV: Ordinances

- None

ITEM XV: City Attorney Report

- Lauber – reported the hiring of additional staff.

ITEM XVI: City Administrator & Staff Reports

- City Administrator Ken Murphy

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Rick Knox
Alderman Ryan Skinner
Alderman Darren Mills
Alderman Kyle Sole (via phone)

ELECTED OFFICIALS ABSENT

Alderman Brian Bray
Alderman Tom Cleaver

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks & Recreation Director Shannon Davies
Chief Ed Turner
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

- None
- Deputy City Administrator Theresa Osenbaugh
 - Absent
- Police Chief Ed Turner
 - None
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Patrick Martin
 - None
- Deputy City Clerk Khalilah Holland
 - None

ITEM XVII: Board of Aldermen Reports & Comments

- Alderman Brian Bray
 - None
- Alderman Tom Cleaver
 - None
- Alderman Rick Knox
 - None
- Alderman Darren Mills
 - None
- Alderman Ryan Skinner
 - None
- Alderman Kyle Sole
 - None

ITEM XVIII: Mayor Report

- Reported a successful Downtown Grain Valley Souper Bowl fundraiser

ITEM XIX: Executive Session

- None

ITEM XX: Adjournment

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Rick Knox
Alderman Ryan Skinner
Alderman Darren Mills
Alderman Kyle Sole (via phone)

ELECTED OFFICIALS ABSENT

Alderman Brian Bray
Alderman Tom Cleaver

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks & Recreation Director Shannon Davies
Chief Ed Turner
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

CITY OF GRAIN VALLEY
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- The meeting was adjourned at 6:49 P.M.

Minutes submitted by:

Khalilah Holland
Deputy City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

DRAFT

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Rick Knox
Alderman Ryan Skinner
Alderman Darren Mills
Alderman Kyle Sole (via
phone)

ELECTED OFFICIALS ABSENT

Alderman Brian Bray
Alderman Tom Cleaver

STAFF OFFICIALS PRESENT

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Chief Ed Turner
Deputy City Clerk Khalilah Holland
City Attorney Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	55.49		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	3,239.58		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	456.84		
		HAMPEL OIL INC	CJC FUEL	276.84		
			CJC FUEL	1,233.50		
		AFLAC	AFLAC AFTER TAX	43.77		
			AFLAC CRITICAL CARE	5.10		
			AFLAC PRETAX	311.96		
			AFLAC-W2 DD PRETAX	441.17		
		MIDWEST PUBLIC RISK	DENTAL	196.79		
			COPAY	138.25		
			COPAY	499.10		
			COPAY	193.90		
			QHDHP HSA	753.71		
			QHDHP HSA	1,725.04		
			QHDHP HSA	81.28		
			VISION	52.08		
			VISION	54.14		
			VISION	126.64		
			VISION	12.12		
		HSA BANK	HSA - GRAIN VALLEY, MO	413.99		
			HSA - GRAIN VALLEY, MO	757.65		
		CITY OF GRAIN VALLEY -FLEX	FLEX PLAN	20.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	1,359.92		
			MISSIONSQUARE 457	901.10		
			MISSIONSQUARE ROTH IRA	300.90		
		INTERNAL REVENUE SERVICE	FEDERAL WH	8,805.76		
			SOCIAL SECURITY	6,457.48		
			MEDICARE	<u>1,510.23</u>		
			TOTAL:	30,424.33		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	484.07
				STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	19.50
				MIDWEST PUBLIC RISK	DENTAL	59.17
	QHDHP HSA			270.42		
	QHDHP HSA			357.30		
	QHDHP HSA			316.24		
HSA BANK	HSA - GRAIN VALLEY, MO			153.74		
CONCENTRA MEDICAL CENTERS	TODD SCREENING			65.00		
MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES			95.70		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			202.69		
	MEDICARE			47.40		
GREATAMERICA FINANCIAL SERVICES CORP	25% CH AGMT 025-1799708-00			59.25		
	AGMT 003-1799708-003 (CH 2			<u>7.12</u>		
	TOTAL:			2,137.60		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	FORTINET 1 YEAR RENEWAL	<u>2,344.00</u>
			TOTAL:	2,344.00		
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	REPAIR PARKING LOT POLES	217.00		
		AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	90.00		
		COMCAST - HIERARCY ACCT	CITY HALL	7.52		
			CITY HALL	29.70		
		ORKIN	FEB 2025 MAIN ST SERVICE	97.30		
		GENERAL ELEVATOR	FEBRUARY 2025 SERVICE	163.00		
		COMCAST	FEB 2025 FIBER	420.03		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MASTERS TELECOM LLC	ELEVATOR LINE	31.44
			WB/COURT FAX LINE	13.42
		A BRIGHT PLUMBING LLC	REPLACE PARTS ON FLUSHOMET	<u>224.40</u>
			TOTAL:	1,293.81
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	675.60
		SAMS CLUB/SYNCHRONY BANK	COFFEE/TUMS	12.58
			PLATS/PAPER/CUPS/ZIPLOC/CR	146.38
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	16.25
		PURCHASE POWER	POSTAGE	2,041.99
		MIDWEST PUBLIC RISK	DENTAL	25.42
			QHDHP HSA	429.51
		HSA BANK	HSA - GRAIN VALLEY, MO	60.93
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	39.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	332.71
			MEDICARE	77.81
		GREATAMERICA FINANCIAL SERVICES CORP	50% CH ADMIN	96.09
			50% CH BILLING	<u>96.09</u>
			TOTAL:	4,050.78
LEGAL	GENERAL FUND	LAUBER & ASSOCIATES MUNICIPAL LAW LLC	JAN 2025 CITY ATTORNEY	<u>1,605.00</u>
			TOTAL:	1,605.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	462.45
		OFFICE DEPOT	LABELS	32.82
			LABELS	37.03
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	38.50
			QHDHP HSA	530.30
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	214.05
			MEDICARE	50.07
		GREATAMERICA FINANCIAL SERVICES CORP	25% CH AGMT 025-1799708-00	59.25
			AGMT 003-1799708-003 (CH 2	<u>7.12</u>
			TOTAL:	1,545.09
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	257.05
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	19.00
			DENTAL	1.36
			COPAY	398.00
			QHDHP HSA	18.67
		HSA BANK	HSA - GRAIN VALLEY, MO	3.52
		MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES	84.71
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	177.34
			MEDICARE	<u>41.48</u>
			TOTAL:	1,014.13
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	247.23
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	19.00
			QHDHP HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	183.71
			MEDICARE	42.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	901.91
POLICE	GENERAL FUND	AAA DISPOSAL SERVICE INC	POLICE STATION	124.30
		GRAIN VALLEY AUTO BODY	VEHICLE REPAIR	3,520.06
		GALLS LLC	SABRE RED CROSSFIRE STREAM	114.49
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	10,592.81
			MONTHLY CONTRIBUTIONS	1,044.89
		MO POLICE CHIEFS ASSOCIATION	PALECEK: 2ND ACTIVE MEMBER	125.00
		SAMS CLUB/SYNCHRONY BANK	PLATS/PAPER/CUPS/ZIPLOC/CR	9.98
			PLATS/PAPER/CUPS/ZIPLOC/CR	163.92
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	390.00
		HAMPEL OIL INC	FUEL	1,224.57
			FUEL	79.56
			FUEL	1,654.09
		MIDWEST PUBLIC RISK	DENTAL	209.00
			DENTAL	654.50
			COPAY	654.75
			COPAY	796.00
			COPAY	1,722.90
			COPAY	758.10
			QHDHP HSA	2,651.50
			QHDHP HSA	2,889.00
			QHDHP HSA	5,578.80
		HSA BANK	HSA - GRAIN VALLEY, MO	675.00
			HSA - GRAIN VALLEY, MO	1,200.00
		DREW'S DIESEL INC	DIAGNOSIS/REPLACE BCM & IN	1,904.79
			REMOVE & REPLACE HEADLAMP	132.19
		COMCAST	FEB 2025 FIBER	700.05
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	75.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	4,738.96
			MEDICARE	1,108.31
		THE FAGAN COMPANY	POLICE STATION PM	1,474.70
			CREDIT POLICE STATION PM	311.34
		BAYSINGERS POLICE SUPPLY, INC	PEREIRA UNIFORM	121.99
		LAUBER & ASSOCIATES MUNICIPAL LAW LLC	JAN 2025 CITY PROSECUTOR	4,800.00
		HOOKE'S TOWING LLC	TIRE SERVICE	55.00
		GREATAMERICA FINANCIAL SERVICES CORP	PD PATROL	192.20
			PD FRONT WINDOW	74.19
			PD AGREEMENT 025-1799708-0	804.50
			AGMT 003-1799708-003 (PD)	<u>28.50</u>
			TOTAL:	52,732.26
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	213.11
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	13.00
		HAMPEL OIL INC	FUEL	51.70
		MIDWEST PUBLIC RISK	COPAY	398.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	101.64
			MEDICARE	<u>23.77</u>
			TOTAL:	801.22
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	976.27
		SAMS CLUB/SYNCHRONY BANK	KLEENEX/COFFEE/FORKS	116.88
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	37.02
		HAMPEL OIL INC	FUEL	26.60
			FUEL	96.51
		MIDWEST PUBLIC RISK	DENTAL	33.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL	43.99
			QHDHP HSA	75.61
			QHDHP HSA	881.61
		HSA BANK	HSA - GRAIN VALLEY, MO	145.69
			HSA - GRAIN VALLEY, MO	14.26
		MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES	93.32
		MARK A. TROSEN	1/28/25 CONSULTATION	199.56
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	60.29
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	506.39
			MEDICARE	<u>118.44</u>
			TOTAL:	3,425.62
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	25.40
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	538.04
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC PRETAX	56.56
			AFLAC-W2 DD PRETAX	140.55
		MIDWEST PUBLIC RISK	DENTAL	23.65
			QHDHP HSA	258.57
			QHDHP HSA	19.76
			QHDHP HSA	15.31
			VISION	10.35
			VISION	20.77
			VISION	1.07
			VISION	0.78
		HSA BANK	HSA - GRAIN VALLEY, MO	206.46
			HSA - GRAIN VALLEY, MO	156.49
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	483.67
			MISSIONSQUARE 457	337.82
			MISSIONSQUARE ROTH IRA	234.53
			MISSIONSQUARE ROTH IRA	85.25
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,434.40
			SOCIAL SECURITY	1,173.04
			MEDICARE	<u>274.34</u>
			TOTAL:	5,589.12
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,100.05
		AT&T	U-VERSE PARK MAINTENANCE	64.20
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	35.10
		COMCAST - HIERARCY ACCT	CITY HALL	1.13
			CITY HALL	5.88
		HAMPEL OIL INC	FUEL	55.22
			FUEL	209.53
		KCMPRDA	DAVIES: 2025 MEMBERSHIP	75.00
		MIDWEST PUBLIC RISK	DENTAL	3.65
			DENTAL	57.30
			QHDHP HSA	686.37
			QHDHP HSA	61.73
			QHDHP HSA	68.01
			QHDHP HSA	59.58
		HSA BANK	HSA - GRAIN VALLEY, MO	7.31
			HSA - GRAIN VALLEY, MO	148.89
		DREW'S DIESEL INC	OIL CHANGE (NON DIESEL)	71.32
		COMCAST	FEB 2025 FIBER	70.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	7.12
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	501.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	<u>117.33</u>
			TOTAL:	3,406.41
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	REPAIR SHORT CIRCUIT IN SH	192.00
		CLARKS TOOL & EQUIPMENT	29PC BULL BIT SET W/ ULTRA	110.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	807.96
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	39.00
		OREILLY AUTOMOTIVE INC	BRAKE CLEANER FOR MOWERS	60.86
		SITEONE LANDSCAPE SUPPLY LLC	SPREADER REPAIR PARTS	19.72
		WEST CENTRAL ELECTRIC COOP INC	12/27-01/27 BALL PARK COMP	283.26
		HOME DEPOT CREDIT SERVICES	ROPE HOOK/WALL MOUNT J-HOO	53.74
		MIDWEST PUBLIC RISK	DENTAL	57.00
			QHDHP HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		LAWN & LEISURE	MOWER & GATOR SERVICE SUPP	1,569.36
			FUEL FILTER/MAINTENANCE KI	123.97
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	368.91
			MEDICARE	86.28
		A BRIGHT PLUMBING LLC	REPLACE PARTS ON FLUSHOMET	<u>37.40</u>
			TOTAL:	4,997.46
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	REPAIR PARKING LOT POLE LI	217.00
		AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	65.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	496.44
		PETTY CASH	CASEY'S: F/D DANCE PIZZA F	27.42
		WALMART/CAPITAL ONE	01/30/25 F/D DANCE SUPPLIE	97.17
			01/23/25 F/D DANCE SUPPLIE	75.18
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	26.00
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	321.80
		COSENTINOS FOOD STORES	F/D DANCE CARNATIONS	50.00
		MIDWEST PUBLIC RISK	DENTAL	19.00
			DENTAL	38.50
			QHDHP HSA	530.30
			QHDHP HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	100.00
		REWIND FITNESS LLC	PREVENTATIVE MAINTENANCE	352.87
		MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES	521.30
		MARY ALLGRUNN	01/21-01/30 LINE DANCING	95.70
		TIFFANI KEY	01/20-01/31 SS CIRCUIT CLA	150.00
			01/20-01/31 SS CLASSIC CLA	150.00
		GRAIN VALLEY RENTAL INC	1 DAY RENTAL SNORKEL LIFT	129.95
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	302.44
			MEDICARE	70.73
		THE FAGAN COMPANY	FITNESS ROOM HEATING MAINT	357.00
		GREATAMERICA FINANCIAL SERVICES CORP	CC HALLWAY	192.20
			CC FRONT DESK	<u>74.19</u>
			TOTAL:	4,856.19
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	142.84
		AFLAC	AFLAC PRETAX	16.11
			AFLAC-W2 DD PRETAX	12.83
		MIDWEST PUBLIC RISK	DENTAL	14.65
			COPAY	38.78
			QHDHP HSA	38.61
			QHDHP HSA	81.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			QHDHP HSA	63.14
			VISION	2.17
			VISION	2.20
			VISION	4.80
		HSA BANK	HSA - GRAIN VALLEY, MO	16.10
			HSA - GRAIN VALLEY, MO	39.22
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	99.15
			MISSIONSQUARE 457	77.03
			MISSIONSQUARE ROTH IRA	38.35
		INTERNAL REVENUE SERVICE	FEDERAL WH	400.97
			SOCIAL SECURITY	314.55
			MEDICARE	73.57
			TOTAL:	1,476.13
TRANSPORTATION	TRANSPORTATION	FELDMANS FARM & HOME	MALE ADAPTER/STREET ELBOW/	6.59
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	702.41
		SAMS CLUB/SYNCHRONY BANK	COFFEE/TUMS	7.96
			PLATS/PAPER/CUPS/ZIPLOC/CR	19.97
			PLATS/PAPER/CUPS/ZIPLOC/CR	3.18
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	32.47
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	2.18
			PW 36084	26.37
			TYER RD	21.97
			PW 59845	29.04
			PW 59845	47.92
		OREILLY AUTOMOTIVE INC	CAPSULE/BLB GREASE	6.48
			CABIN FILTERS/AIR FILTERS	11.54
			GREASE/PAPER	11.61
			WIPER BLADES	21.96
		CENTRAL SALT LLC	BULK DEICING SALT	1,772.37
			BULK DEICING SALT	1,795.38
		ORKIN	FEB 2025 MAIN ST SERVICE	8.34
		HOLLIDAY SAND AND STONE CO.	1" CLEAN ROCK FOR VARIOUS	1,323.33
		HAMPEL OIL INC	FUEL	29.72
			FUEL	136.02
		HOME DEPOT CREDIT SERVICES	18TPI MEDIUM METAL/14/18TP	19.77
		MIDWEST PUBLIC RISK	DENTAL	15.05
			DENTAL	59.39
			COPAY	79.60
			COPAY	151.62
			QHDHP HSA	181.67
			QHDHP HSA	254.41
			QHDHP HSA	278.95
			QHDHP HSA	245.68
		HSA BANK	HSA - GRAIN VALLEY, MO	59.44
			HSA - GRAIN VALLEY, MO	94.26
		CINTAS CORPORATION # 430	PW UNIFORMS	25.03
			PW UNIFORMS	26.19
		DREW'S DIESEL INC	POWERSTROKE 6.7L OIL CHANG	33.98
		COMCAST	FEB 2025 FIBER	42.00
		OAK GROVE RENTAL INC	DINGO/BUCKET/TRAILER	47.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	314.57
			MEDICARE	73.56
		MASTERS TELECOM LLC	PW FAX LINE	5.38
		GREATAMERICA FINANCIAL SERVICES CORP	20% PW FRONT OFFICE	38.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		A BRIGHT PLUMBING LLC	REPLACE PARTS ON FLUSHOMET	<u>22.44</u>
			TOTAL:	8,086.63
PUBLIC HEALTH	PUBLIC HEALTH	PETTY CASH	LIBERTY SOC EXP: SR LUNCH	34.55
		OATS, INC.	JANUARY 2025 SERVICE	<u>1,908.50</u>
			TOTAL:	1,943.05
NON-DEPARTMENTAL	ARPA FUND	HOEFER WELKER LLC	CITY FACILITY DESIGN JAN 2	<u>78,251.90</u>
			TOTAL:	78,251.90
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,038.04
		AFLAC	AFLAC PRETAX	123.88
			AFLAC-W2 DD PRETAX	101.12
		MISCELLANEOUS SYLVAN, RHONDA	20-710071-01	389.93
		WELCH, LANCE	10-256120-08	137.03
		PARKS, BARRY LEE	20-199700-12	34.67
		TRANDEL, HEATHER	10-146800-13	65.33
		MCCLURE, MADISON	10-149210-04	33.56
		SUEMITSU, YANG	10-216900-10	57.93
		LITTRELL, JOHN CHARL	10-229500-02	9.33
		SWARTZ, LYNN	10-402900-02	44.02
		BRINEGAR, BRANDI	10-450000-06	15.33
		CYGAN, KIMBERLY	10-474680-04	14.44
		LEWIS, LEONARD	10-809471-00	11.74
		MCCULLOUGH, BLAKE	10-829960-06	57.67
		ESHLAGHI, KAYLYN	10-829980-11	65.33
		PARKER, KEN	10-851130-04	65.33
		MIDWEST PUBLIC RISK	DENTAL	87.91
			COPAY	155.12
			QHDHP HSA	414.21
			QHDHP HSA	403.29
			QHDHP HSA	313.82
			VISION	9.57
			VISION	14.92
			VISION	13.09
			VISION	22.30
		HSA BANK	HSA - GRAIN VALLEY, MO	98.85
			HSA - GRAIN VALLEY, MO	390.61
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	661.08
			MISSIONSQUARE 457	889.05
			MISSIONSQUARE ROTH IRA	454.50
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,117.62
			SOCIAL SECURITY	2,248.36
			MEDICARE	<u>525.81</u>
			TOTAL:	12,084.79
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	678.73
			BILL PRINT AND MAIL	91.18
		FELDMANS FARM & HOME	MALE ADAPTER/STREET ELBOW/	13.19
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,455.09
		SAMS CLUB/SYNCHRONY BANK	COFFEE/TUMS	15.91
			PLATS/PAPER/CUPS/ZIPLOC/CR	39.92
			PLATS/PAPER/CUPS/ZIPLOC/CR	6.37
		VANCO SERVICES LLC	JAN 2025 GATEWAY ES20605	72.87
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	103.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST - HIERARCY ACCT	CITY HALL	1.62
			CITY HALL	7.25
			PW 36084	52.74
			TYER RD	43.94
			PW 59845	58.10
			PW 59845	95.85
		OREILLY AUTOMOTIVE INC	CAPSULE/BLB GREASE	12.95
			CABIN FILTERS/AIR FILTERS	23.06
			GREASE/PAPER	23.35
			WIPER BLADES	43.94
		ORKIN	FEB 2025 MAIN ST SERVICE	16.68
		MISSOURI ONE CALL SYSTEM INC	JANUARY 2025 - 137 LOCATES	184.95
		BLUE SPRINGS WINWATER CO	SS REPAIR CLAMPS FOR PIPE	600.00
		HAMPEL OIL INC	FUEL	133.73
			FUEL	612.09
		HOME DEPOT CREDIT SERVICES	18TPI MEDIUM METAL/14/18TP	39.52
		MIDWEST PUBLIC RISK	DENTAL	56.35
			DENTAL	178.65
			COPAY	159.20
			COPAY	313.29
			QHDHP HSA	974.53
			QHDHP HSA	951.86
			QHDHP HSA	693.89
			QHDHP HSA	610.47
		HSA BANK	HSA - GRAIN VALLEY, MO	200.82
			HSA - GRAIN VALLEY, MO	342.68
		CORE & MAIN LP	19X3 METER INSULATOR	417.80
		CINTAS CORPORATION # 430	PW UNIFORMS	50.05
			PW UNIFORMS	52.40
		MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES	183.04
		DREW'S DIESEL INC	POWERSTROKE 6.7L OIL CHANG	67.95
		COMCAST	FEB 2025 FIBER	84.01
		OAK GROVE RENTAL INC	DINGO/BUCKET/TRAILER	94.80
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	21.58
		TYLER TECHNOLOGIES INC	FEB 2025 MONTHLY FEES	97.00
		SCHULTE SUPPLY INC	NEPTUNE HPT R900I GALLON R	331.20
			MAGNETIC ANTENNA MOUNT FOR	189.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,125.41
			MEDICARE	263.21
		MASTERS TELECOM LLC	PW FAX LINE	10.74
			WB/COURT FAX LINE	6.72
		GREATAMERICA FINANCIAL SERVICES CORP	40% PW FRONT OFFICE	76.88
			50% CH COMMUNITY DEV	96.10
			25% CH ADMIN	48.05
			25% CH BILLING	48.05
			25% CH AGMT 025-1799708-00	59.25
			AGMT 003-1799708-003 (CH 2	7.13
		A BRIGHT PLUMBING LLC	REPLACE PARTS ON FLUSHOMET	44.88
			TOTAL:	13,328.08
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		CITY OF BLUE SPRINGS	AGENT FEES UMB & DNR	11,945.30
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	678.73
			BILL PRINT AND MAIL	91.18
		FELDMANS FARM & HOME	MALE ADAPTER/STREET ELBOW/	13.19
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,449.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SAMS CLUB/SYNCHRONY BANK	COFFEE/TUMS	15.91
			PLATS/PAPER/CUPS/ZIPLOC/CR	39.92
			PLATS/PAPER/CUPS/ZIPLOC/CR	6.37
		VANCO SERVICES LLC	JAN 2025 GATEWAY ES20605	72.87
		STANDARD INSURANCE CO	FEB 25 STANDARD LIFE INSUR	103.05
		COMCAST - HIERARCY ACCT	CITY HALL	1.62
			CITY HALL	7.25
			PW 36084	52.74
			TYER RD	43.94
			PW 59845	58.10
			PW 59845	95.84
		OREILLY AUTOMOTIVE INC	CAPSULE/BLB GREASE	12.95
			CABIN FILTERS/AIR FILTERS	23.06
			GREASE/PAPER	23.35
			WIPER BLADES	43.94
		ORKIN	FEB 2025 MAIN ST SERVICE	16.68
		HAMPEL OIL INC	FUEL	133.73
			FUEL	612.09
		SALLEY'S PROPANE	FINANCE CHARGE	2.16
		HOME DEPOT CREDIT SERVICES	18TPI MEDIUM METAL/14/18TP	39.52
		MIDWEST PUBLIC RISK	DENTAL	56.35
			DENTAL	177.64
			COPAY	159.20
			COPAY	293.19
			QHDHP HSA	974.53
			QHDHP HSA	951.88
			QHDHP HSA	693.90
			QHDHP HSA	610.48
		HSA BANK	HSA - GRAIN VALLEY, MO	200.81
			HSA - GRAIN VALLEY, MO	342.65
		CINTAS CORPORATION # 430	PW UNIFORMS	50.05
			PW UNIFORMS	52.40
		MERCHANT SERVICES	FEBRUARY 2025 MONTHLY FEES	183.02
		EVERGY	5375734893 - 1201 SEYMOUR	10.00
		DREW'S DIESEL INC	POWERSTROKE 6.7L OIL CHANG	67.95
		COMCAST	FEB 2025 FIBER	84.01
		OAK GROVE RENTAL INC	DINGO/BUCKET/TRAILER	94.80
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	21.59
		TYLER TECHNOLOGIES INC	FEB 2025 MONTHLY FEES	97.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,122.92
			MEDICARE	262.59
		MASTERS TELECOM LLC	PW FAX LINE	10.74
			WB/COURT FAX LINE	6.72
		GREATAMERICA FINANCIAL SERVICES CORP	40% PW FRONT OFFICE	76.88
			50% CH COMMUNITY DEV	96.09
			25% CH ADMIN	48.05
			25% CH BILLING	48.05
			25% CH AGMT 025-1799708-00	59.25
			AGMT 003-1799708-003 (CH 2	7.13
		A BRIGHT PLUMBING LLC	REPLACE PARTS ON FLUSHOMET	44.88
			TOTAL:	23,532.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

100	GENERAL FUND	102,275.75
200	PARK FUND	18,849.18
210	TRANSPORTATION	9,562.76
230	PUBLIC HEALTH	1,943.05
285	ARPA FUND	78,251.90
600	WATER/SEWER FUND	48,945.16

 GRAND TOTAL: 259,827.80

TOTAL PAGES: 10

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 1/31/2025 THRU 2/14/2025
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

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Resolutions

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

MEETING DATE	02/24/2025	
BILL NUMBER	R25-12	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY DESIGNATING IDENTIFIED CITY PROPERTY AS A PERMISSIBLE LOCATION FOR THE 2025 FOOD TRUCK FRIDAY EVENTS	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide a location for the operation of food trucks during the 2025 Food Truck Friday events.	
BACKGROUND	The Grain Valley Partnership (now Grain Valley Chamber) and the Grain Valley Fair Association began hosting food trucks for the public on Friday evenings during 2020. As interest in food trucks operating in Grain Valley grew, the Board of Aldermen determined a need to establish regulations through Chapter 660 of the Municipal Code outlining operations of food trucks in the City. This identified where food trucks could operate and noted that City property must be designated for this purpose in order to allow food trucks to operate on said property.	
SPECIAL NOTES	Food Truck Friday has requested to hold "First Friday" events on May 2nd, June 6th, August 1st, and October 3rd in downtown Grain Valley.	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

February 24, 2025

RESOLUTION NUMBER
R25-12

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
DESIGNATING IDENTIFIED CITY PROPERTY AS A PERMISSIBLE LOCATION FOR THE
2025 FOOD TRUCK FRIDAY EVENTS**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri established Chapter 660 of the Municipal Code, outlining rules and regulations for operations of food trucks within city limits;

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri recognizes that the Food Truck Friday event was successful and enjoyable for the residents of this community;

WHEREAS, the organizers of Food Truck Friday have requested to utilize City property to hold the event in 2025;

WHEREAS, Chapter 660 of the Municipal Code identified that food trucks may only park and sell on City property that has been specifically designated for such use;

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 will designate City property Food Truck Fridays with the following stipulations:

- Food Trucks may only operate on the designated property between the hours of 5:00PM-8:30PM with reasonable time allowed for set up and clean up before and after designated operation hours.
- Food Trucks will be allowed during First Friday events on May 2, 2025, June 6, 2025, August 1, 2025, and October 3, 2025. Trucks will be allowed to set up on Main Street, Front Street, Gregg Street, Walnut Street and the city owned parking lot at the northwest corner of Main Street and Walnut Street. Front Street from Main St to Gregg Street, Walnut Street from Main St to Gregg Street and Main Street from Walnut Street to Front Street will be closed to vehicular traffic during the event.
- The organizers of the event will be responsible for maintaining a clean and sanitary environment including removing all trash at the end of the event.
- The organizers will list City of Grain Valley as an additional insured for the event.
- The organizers will be responsible for following all guidelines established by the Jackson County Health Department.

[R25-12]

- The organizers will be responsible for following all Central Jackson County Fire Protection District food truck fire codes.

PASSED and APPROVED, via voice vote, (-) this 24th Day of February, 2025.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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

MEETING DATE	02/24/2025	
BILL NUMBER	R25-13	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI TO ENTER INTO A CONTRACT WITH MIDWEST POOL MANAGEMENT FOR LIFEGUARD SERVICES AT THE GRAIN VALLEY AQUATIC CENTER	
REQUESTING DEPARTMENT	Parks & Recreation	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$145,670.00
	Budget Line Item:	200-26-76050
	Balance Available:	\$150,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the contract with Midwest Pool Management for lifeguard services for the upcoming 2025 season.	
BACKGROUND	We have used Midwest Pool Management for pool management services since 2009. We have a proven track record of quality service with them. See Memo	
SPECIAL NOTES	This is an extension of an existing 3-year contract. See Memo	
ANALYSIS	See Memo	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION		
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, Memorandum, Agreement/Contract with Midwest Pool Management.	

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

February 24, 2025

RESOLUTION NUMBER
R25-13

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI TO ENTER INTO A CONTRACT WITH MIDWEST POOL MANAGEMENT FOR
LIFEGUARD SERVICES AT THE GRAIN VALLEY AQUATIC CENTER**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri recognizes the importance in providing quality park and recreation amenities for residents; and

WHEREAS, the City has historically contracted for lifeguard services and general pool management; and

WHEREAS, the City of Grain Valley budgeted funds in fiscal year 2025 for these services; and

WHEREAS, the City of Grain Valley would like to enter into a contract with Midwest Pool Management for lifeguard and aquatic management services.

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

SECTION 1: The City Administrator is hereby authorized to enter into a contract with Midwest Pool Management for lifeguard services at the Grain Valley Aquatic Center.

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2025.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk



To: Grain Valley Mayor & Board of Aldermen
cc. Ken Murphy, City Administrator
From: Shannon Davies, Director of Parks & Recreation
Date: February 13, 2025
Subject: Grain Valley Aquatic Center – Lifeguard and General Management Services

Mayor & Board:

We would like to renew one- year of an existing 3-year contract with Midwest Pool Management (MPM) for lifeguard staffing and general management services for the Grain Valley Aquatic Center. MPM has been providing this service to the City since the 2009 season. With 16 years of experience at our facility, MPM has a proven track record of quality service to our citizens.

Why do we contract this service versus doing it in-house? There are several reasons:

1. Part of the contracted price includes all chemicals needed to treat the pool. Because MPM is a commercial provider and manages several aquatic facilities in the area, they are able to obtain these supplies at a significantly reduced price versus the City. This also includes discounted pricing for pool safety equipment.
2. As part of the contracted price, MPM provides General, Liability and Worker's Compensation Insurance and lists the City as Additional Insured.
3. MPM also hires, trains and certifies all lifeguards. They take care of scheduling and payroll as well.
4. One of the most important reasons is shortage of staff. Since the pandemic, we have experienced problems hiring the needed lifeguards to operate the facility. This is a nationwide problem as well. MPM manages several facilities in eastern Jackson County such as Adventure Oasis in Independence, and the Odessa aquatic facility. When we experience any staffing shortage throughout the season, MPM has the ability to pull guards in from these other facilities to ensure that we are able to open our facility.

The contracted amount quoted of \$145,670.00 is "Not to Exceed," meaning that this is the amount we would pay at the end of the pool season if we were open every day during our normal operating hours. Every season, we experience inclement weather that causes us to open late, close early, or not open at all. Wages that are not expended during pool closures translate to a savings to the City, which results in us not reaching the full, contracted amount.

Shannon Davies
Director of Parks & Recreation

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**REQUEST FOR BID
GRAIN VALLEY POOL MANAGEMENT SERVICES
CONTRACT #2025-PR**

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

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

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is **REQUIRED** to complete, sign and return this form with their submittal.

Company Name Midwest Pool Management of America, LTD

12500 E US HWY 40, Suite L

Address

Independence, MO 64055

City/State/Zip

(816) 350-2628

Telephone #

Fax #

cwithrow@midwestpool.com

E-mail

Authorized Person (Print) Crissy Withrow

Signature

President

Title

February 10, 2025

37-0925897

Date

Tax ID #

Corporation

Entity Type

PART I

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

1. GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS City of Grain Valley, MO

- 1.1 **EXCLUSIVE CONTRACT:** The City will award an exclusive Agreement to Contractor for the right to manage and operate the facility. No joint or subcontracts will be considered. The contract is valid for the 2025 season with up to one(1) renewal for the 2026 season. The City reserves the right to terminate the contract for any reason with a 30-day written notice. The City also reserves the right, by the Agreement, to cancel any part or all of the same for failure by the Contractor to follow terms of said Agreement.
- 1.2 **PERFORMANCE BOND:** A performance bond or an irrevocable letter of credit of 100% of the guaranteed amounts of the bid will be required prior to signing of the Agreement.
- 1.4 **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
- 1.5 **DEFINITIONS AS USED HEREIN:**
- a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder, proposer or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.
- 1.6 **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent will become a part of any contract award as a result of this solicitation.
- 1.7 **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 713 Main Street Grain Valley, MO 64029, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

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

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

1.9 **SUBMISSION OF PROPOSAL:** Proposal is to be sealed and submitted to the City of Grain Valley, 713 Main Street Grain Valley, MO 64029.

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

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

1.12 **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

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

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

(a) **TERMINATION FOR CONVENIENCE**

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

(b) **TERMINATION FOR CAUSE**

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

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

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

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

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

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

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

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

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

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

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

1.23 **DOMESTIC PRODUCTS**

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

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

1.25 **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

2 BASIC SERVICES

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

Sunday thru Saturday

12:00 p.m. – 6:00 p.m.

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

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

5.1(a) Spring Opening

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

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

5.1(b) Operation of the Aquatic Center

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

1. Complete a daily documented, (written) safety check of entire complex, including the leisure attractions, i.e. slide, diving boards.
2. Check and test all safety equipment.
3. Clean the entire complex prior to operational hours, including: restrooms/showers, all areas within the fencing, and the premises within twenty-five (25) feet of facility entrance. Keep in a clean and orderly condition by the proper collection of waste, garbage, and all other debris.
4. Enforce all rules and regulations stipulated by the City, suggest and advise as to additional rules and regulations of the operation of the pool.
5. Maintain tests and records as required by State, Jackson County and City and meet all requirements for such.
6. Maintain any additional records as reasonably required by the City.
7. Furnish and supply first aid kits adequate to the size and operation of the Aquatic Center. In addition to office kit, each guard should be equipped with a first aid kit to include: a pocket mask with a one-way valve, and a bodily fluid exposure kit.

8. Maintain and operate the filter equipment in accordance with health department requirements.
9. Vacuum pools. Pools will be vacuumed daily before the public enters the pool for programs or open swimming. Pool will be vacuumed *entirely*, a minimum of one time a week.
10. Backwash filter systems as required. Back washing has to be concluded before or after public hours.
11. Work with the City in handling complaints users may have, reporting all complaints to the City.
12. Contractor will clean the impellers, hair and lint pots on all pumps for the attractions in the pool on a regular basis.
13. Contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the concessions building for the contracted managers and City staff to review on a daily basis.

5.1(c) Fall Closing/Winterizing.

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

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

5.2 Maintenance and Replacement of City-Owned Equipment. Contractor shall perform minor adjustments and maintenance to the equipment as part of this management contract, provided that the City approves prior to execution. City shall pay for the cost of parts and materials. All other repairs and replacement of equipment needed to continue the operation of the Aquatic Center and

to maintain health and safety standards shall also be performed by the Contractor at the City's discretion and expense; Contractor must receive written approval from the City for major repairs (over \$50) prior to the performance of such repairs. The City will be responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including horticulture, except policing for trash, waste, garbage, and other debris.

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

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

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

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

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

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

Contractor shall provide appropriate lifeguard staffing levels during Open Swim hours (12pm-6pm), Sunday through Saturday beginning the Saturday before Memorial Day through Labor Day Monday. See Exhibit A for required minimum Lifeguard Staffing Levels for Open Swim.

Contractor shall provide cost to furnish lifeguard services for activities outside the normal Open Swim hours for Supplemental Programming within the Aquatic Center. The City has the option to contract services for additional aquatic programs, special events, rentals, etc. These services will be billed supplemental to the not-to-exceed salary budget. See Exhibit A for required minimum Lifeguard Staffing Levels for Supplemental Programming.

Additional aquatic programs, special events, rentals, etc. (Supplemental Programming) include:

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

Private Pool Rentals: The pool shall be available for private rentals on Fridays (6:30-8:30pm), Saturdays (9:30-11:30am & 6:30-8:30pm), Sundays (6:30-8:30pm) throughout the entire pool operating season. Once evening swim lessons conclude in early August, the City reserves the right to offer the remaining weeknights (Mon.-Thur.) for additional private pool rental opportunities.

Rentals become available the first Friday after Memorial Day Weekend through the Sunday before Labor Day.

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

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

The Contractor shall have the authority to close the Aquatic Center during inclement weather (heavy rain, thunder or lightning) as well as mechanical failures and/or chemical imbalance and shall be prepared to reopen when weather permits or any mechanical failure/chemical imbalance issues become resolved.

The Contractor shall have personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any facility problems that may arise. If the facility is to be closed to the public for cool and/or rainy weather (below 70 degrees) for the day or a portion of the day, there must be a mutual agreement by the Contractor and the City.

- 5.5 **Operational Supplies/Utilities.** Contractor shall furnish all chemicals and first aid supplies as specified, for the pool operation during the season. City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaner, light bulbs) for the facility. City shall furnish water, telephone, electricity, gas and pay for the same. City shall provide sets of keys for lock that access the pool, restrooms/showers and equipment areas.
- 5.6 **Additional Services.** Contractor agrees to discuss with City opportunities to implement new programs and special events and provide staffing and add additional costs to City for such. These additional services would be billed as supplemental to the not-to-exceed salary budget.
- 5.7 **Contractor Audits.** Contractor shall arrange for, and include cost in management bid, internal audits conducted by the Contractor during the course of the summer. Contractor shall provide City with documented results of each audit.
- 5.8 The City will furnish all cashier/gate and concessions personnel with the option to hire Contractor staff for swim lessons and water aerobics instruction.

4 SWIMMING SEASON

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

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

5 INSURANCE

7.1 **General.** The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with, the performance of the

work hereunder by the Contractor, his/her agents, representative, employees or subcontractors, for the duration of the contract. The cost of such insurance shall be included in the Contractor's bid.

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

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

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

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

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

The policy will include protection for the following hazards:

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

7.4 Comprehensive Automobile Liability Insurance

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

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

7.5 Satisfactory Coverage. The insurance which the Contractor is required to obtain and maintain pursuant to the Section 5 Bid Specification shall be written by a company or

companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Best's rating of no less than A: The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the contracted period.

6 INDEMNIFICATION

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

7 LICENSES AND PERMITS

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

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

8 HEALTH AND SAFETY STANDARDS

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

9 CONTRACTOR'S BOOKS REPORTING AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, staff dialogue of daily occurrences, maintenance information, and all necessary data to properly manage the facility. Contractor shall provide City a bi-weekly report that reflects Contractor staffing hours worked and wages paid for the previous 2-weeks. This includes labor for both Open Swim and all Supplemental Programming.

10 MANAGEMENT FEE

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

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


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

10.3 Part I represents the monthly invoice schedule for the Management Fee and includes the not-to-exceed Salary Budget for 2025.

10.4 Part II represents the not-to-exceed Salary Budget for 2025.

BIDDER'S DECLARATION

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



Signature of Bidder

February 10, 2025

Date

PART II

BID PROPOSAL FORM – “MANAGEMENT FEE”

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

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

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

	<u>2025</u>
Due upon signing contract	\$ <u>5,600</u>
May 15	<u>11,600</u>
June 15	<u>11,600</u>
July 15	<u>11,600</u>
August 15	<u>11,600</u>
Final Payment	<u>6,275</u>
Total Management Fee Bid	<u>\$ 58,275</u>

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

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

Dated this 10th day of February, 2025.

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

UNDER THE LAWS OF THE STATE OF Illinois

A PARTNERSHIP CONSISTING OF *

AN INDIVIDUAL TRADING AS *

A JOINT VENTURE CONSISTING OF *

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

PART III

BID PROPOSAL FORM – “SALARY BUDGET”

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

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

MAXIMUM SALARY

2025

Maximum Base Salary for Season \$ 87,395

SALARIES FOR RECREATION PROGRAMS/SPECIAL EVENTS

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

Manager \$ 23.03 per hour

Assistant Manager \$ 21.82 per hour

Lifeguard \$ 19.39 per hour

PART IV

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address)

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

PROJECT

Date:

Amount:

Description (Name and Location):

BOND

Date:

Amount:

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

BIDDER AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

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

PART V
All other Terms Remain in Effect

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2025.

CITY OF GRAIN VALLEY:

Shannon Davies, Director of Parks & Recreation

CONTRACTOR:



Midwest Pool Management
Crissy Withrow, President

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY

OF Lincoln County

Crissy Withrow being first duly sworn, deposes and says that he/she is

President

Title of Person Signing

Midwest Pool Management of America, LTD

Name of Bidder

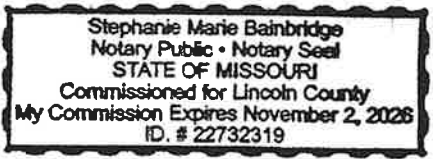
that all statements made and facts set out in the proposal for the above service/project are true and correct; and the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise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

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

BY [Signature]

BY _____

BY _____



SWORN to me before this 10th day of February 2025.

Notary Public My Commission Expires: Stephanie Marie Bainbridge Nov 2, 2026

STATEMENT OF BIDDERS QUALIFICATIONS

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

1. Bidder Name(s): Crissy Withrow Office/Title: President

Company Name: Midwest Pool Management of America, LTD Status: Individual
Partnership Corporation

Phone Number: 816-350-2628 FAX: _____ Email: cwithrow@midwestpool.com

2. Permanent Main Office Address: 3473 Rider Trail S, Earth City, MO 63045

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

3. When Organized: 1972

4. Incorporated under the laws of the State: Illinois Licensed to do business in Missouri: Yes No

5. Number of years in business: 52. If not under present firm name, list previous firm names and types of organizations:

6. Concurrent Contracts (complete the following schedule):

Service/Project Address	Owner	Owner's Representative	Contract Amount	Percent Completed
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City of Independence

City of Kansas City

City of Pleasant Hill

City of Odessa

Unified Government of Wyandotte County

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

8. Have you ever failed to complete any work awarded to you? Yes No If so, where and why?

9. Have you ever defaulted on a contract? Yes No If so, where and why?

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

City of Independence

City of Kansas City

City of Pleasant Hill

City of Odessa

Unified Government of Wyandotte County

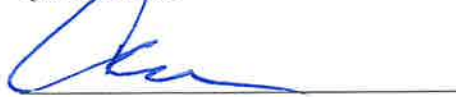
11. Other experience qualifying you for this service/project: _____

Enterprise Bank and Trust

12. Bank references: _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes No

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



Signature of Bidder

Crissy Withrow

Printed Name of Bidder

President

Title: _____

10th

February

Dated at this _____ day of _____, 2025

CERTIFICATION OF NON-SEGREGATION

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



Signature of Bidder

Crissy Withrow

Printed Name of Bidder

President

Title: _____

10th

February

Dated at this _____ day of _____, 2025.

Exhibit A

The following are the required minimum staffing levels (lifeguards) to be provided by Contractor to City at the Grain Valley Aquatic Center for the 2025 season. Based off of patron attendance, minimum staffing levels may be adjusted when agreed upon between City and Contractor.

Open Swim

Manager = 1

Lifeguard = 5

Swim Lessons

Manager = 1

Lifeguard = 2

Water Fitness

Manager = 1

Lifeguard = 1

Private Rentals

30 patrons or less: Manager = 1
 Lifeguard = 2

30-75 patrons: Manager = 1
 Lifeguard = 3

75-150 patrons: Manager = 1
 Lifeguard = 4

150+ patrons Manager = 1
 Lifeguards = 5

Dog Swim

Manager = 1

Lifeguard = 4

PROPOSAL CHECKLIST

- _____ Signed Proposal
- _____ Evidence of Insurance
- _____ Evidence of Required Licenses/Certificates/Permits
- _____ Completed Bid Proposal (Management Fee)
- _____ Completed Bid Proposal (Salary Budget)
- _____ Completed Bid Bond
- _____ Signed Anti-Collusion Statement
- _____ Completed Statement of Bidder's Qualifications
- _____ Signed Certification of Non-Segregation
- _____ Addendum (if applicable)

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*Staff
Reports*

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HUMAN RESOURCES

MEMORANDUM

TO: Mayor & Board of Aldermen
FROM: Khalilah Holland, Human Resources Administrator
CC: Ken Murphy, City Administrator
DATE: February 14, 2025
SUBJECT: Human Resources Update

January in Review

- Preparation of the employee annual statements
Finalization of 2024 end of year performance evaluations
Interview scheduling and preparation:
o Fleet Technician (1)
o IT Support Specialist (3)
o Park Maintenance Worker (5)
o Police Officer (3)
o Public Works Superintendent (4)
Attended the Public Sector HR Association (PSHRA) monthly meeting
Attended the Midwest Public Risk Benefits Advisory Committee
Held the 1st quarter Safety Committee meeting
Coordinated with the Public Information Officer to create a job posting checklist
Renewal data collection for worker's compensation, general liability and property coverage
Established guidelines for employees to return to duty after an illness, injury or surgery
Distribution of W-2's
Created internal process for sending flowers and cards for significant events in the life of employees
Assisted the Police Department with various grant requirements

Current Positions Available

Full-Time

Table with 4 columns: Position, Date Open, Applicants, Status. Rows include Fleet Technician, Park Maintenance, PW Superintendent, City Engineer, and Police Officer (1).



HUMAN RESOURCES

Part-Time & Seasonal

Position	Date Open	Applicants	Status
Concession Attendant (8)	01/28/2025	12	Accepting Applications
Swim Instructor (6)	01/28/2025	3	Accepting Applications
Front Desk Attendant (2)	02/05/2025	2	Accepting Applications

Promotions

- None

Recently Filled Positions

- Avery Todd, IT Support Specialist – started February 3rd

February Anniversaries

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Shannon Davies	P&R	19
Bill Welsh	CD	13
Theresa Osenbaugh	Admin	8
Bethany Searcy	Admin	4
Eddie Saffell	CD	3
Ed Turner	PD	2
Cathy Hymer	PD	2
Michelle Stueve	PD	1