



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

August 25, 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

- First Baptist Church

ITEM IV: Pledge of Allegiance

- Alderman Jim Myers

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Police Officer Oath of Office

- Officer Alexander Rowe

ITEM VII: Public Comment

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

ITEM VIII: Consent Agenda

- August 11, 2025 – Board of Aldermen Regular Meeting Minutes
- August 25, 2025 – Accounts Payable

ITEM IX: Previous Business

- None

ITEM X: New Business

- None

ITEM XI: Presentations

- Auditor Presentation by Troutt Beeman & Co., P.C.
- Pavement Condition Assessment Presentation by Infrastructure Management Services (IMS)

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

ITEM XIII(A)
 R25-39
Introduced by Alderman Brian Bray
A Resolution by the Board of Aldermen of The City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Crawford Murphy and Tilly, Inc. to Extend the Term of the On-Call Professional Services Agreement for Engineering Services

To provide on-call engineering/consulting services for the City of Grain Valley on projects as required

ITEM XIII(B)
 R25-40
Introduced by Rick Knox
A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement With Infrastructure Management Services to Provide a Comprehensive Pavement Condition Assessment

To provide cost effective maintenance programs that maximize available resources and roadway life

ITEM XIII(C)
 R25-41
Introduced by Alderman Lisa Limberg-Gardner
A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Gerard Tank & Steel for the Construction of a New 1 Million Gallon Elevated Water Tower

To provide adequate safe drinking water and fire protection to the City of Grain Valley

ITEM XIV: Ordinances

ITEM XIV(A)
 B25-12
 2ND READ
Introduced by Alderman Ryan Skinner
An Ordinance of the City of Grain Valley, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials

To stay in compliance with the rules set forth by the Missouri Ethics Commission

ITEM XIV(B)
 B25-13
 1ST READ
Introduced by Alderman Kyle Sole
An Ordinance Authorizing the City Administrator to Approve A Real Estate Donation Agreement and Accept the Property on Behalf of the City of Grain Valley, Missouri

To accept the donation of real property to the City in order to ensure proper maintenance, preservation and use of the parcel

ITEM XV: City Attorney Report

- City Attorney

ITEM XVI: City Administrator & Staff Reports

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh
- Police Captain Joe Christiansen
- 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 Rick Knox
- Alderman Lisa Limberg-Gardner
- Alderman Jim Myers
- Alderman Ryan Skinner
- Alderman Kyle Sole

ITEM XVIII: Mayor Report

- Mayor Mike Todd

ITEM XIX: Closed 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 September 8, 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 August 11, 2025, at 6:29 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: Roll Call

- City Clerk Jamie Logan called roll
- *Present: Knox, Limberg-Gardner, Myers, Skinner, Sole, Bray*
- *Absent:*

-QUORUM PRESENT-

ITEM III: Invocation

- Invocation was given Crossroads Church

ITEM IV: Pledge of Allegiance

- The Pledge of Allegiance was led by Alderman Limberg-Gardner

ITEM V: Closed Session *Mayor Todd stated a closed session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended*

- *Alderman Knox moved to close the Regular Meeting for items related to Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Skinner*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Sole, Skinner, Myers, Limberg-Gardner, Knox, Bray*
 - *Nay:*
 - *Abstain:*

-Motion Carried: 6-0-

- The regular meeting closed at 6:31 pm-

- *Alderman Knox moved to open the Regular Meeting*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Chief Ed Turner
City Clerk Jamie Logan
City Attorney Holly Dodge

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

- Motion Carried: 6-0-
- The regular meeting opened at 7:09 pm-

ITEM VI: Approval of Agenda

- Mr. Murphy stated the public hearing and ordinance associated with Key Dispensary need to be removed from the agenda. The application has been rescinded and they will resubmit.
- *Alderman Bray moved to amend the agenda*
- *The motion was seconded by Alderman Limberg-Gardner*
 - No Discussion
- *The motion was voted on with the following voice vote:*
 - *Aye: Sole, Skinner, Myers, Limberg-Gardner, Knox, Bray*
 - *Nay:*
 - *Abstain:*

- Motion Carried: 6-0-

ITEM VII: Proclamations

- None

ITEM VIII: Public Comment

- Ms. Angie DeLaet; 1294 NW Phelps Drive; she discussed a drain issue in her backyard that she says she's been dealing with since 2016. She shared a video of the water with the board from 2016 of what it has looked like in the past before the city started working thru the issue. Someone from the City visited today to get the rock out of the drain and showed an after photo.
- Mr. Robert DeLaet; 1294 NW Phelps Drive; shared packets of photos from May 26, 2024 related to a drainage issue. He is asking for the drainage to be redirected somewhere

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Chief Ed Turner
City Clerk Jamie Logan
City Attorney Holly Dodge

else. He stated how much he thinks has been spent on this issue by the city and the ongoing issues. He is asking for the drain to be rerouted.

- Alderman Knox asked what the cost would be to attach pipes to the drainage box and asked for that to be looked at.
- Mr. Martin provided the history of 6 years which is to maintenance the existing structures
- Alderman Knox shared another issue on Cannon and how it was fixed in the past
- City Administrator stated the box is on a separate piece of property and this piece of property was designed for detention and was not a buildable piece of property

ITEM IX: Consent Agenda

- June 30, 2025 – Board of Aldermen Workshop Minutes
- July 14, 2025 – Board of Aldermen Regular Meeting Minutes
- August 11, 2025 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Sole*
 - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Knox, Limberg, Myers, Skinner, Sole, Bray*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 6-0-

ITEM X: Previous Business

- None

ITEM XI: New Business

- None

ITEM XII: Presentations

- None

ITEM XIII: Public Hearing

- None

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Chief Ed Turner
City Clerk Jamie Logan
City Attorney Holly Dodge

ITEM XIV: Resolutions

Resolution No. R25-38 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

- *Alderman Myers moved to approve Resolution No. R25-38*
- *The Motion was Seconded by Alderman Knox*
 - Ms. Unrein gave her Chamber report a couple of meetings ago. This is an annual agreement with the Chamber and authorizes the City to sign the agreement
- *Motion to approve Resolution No. R25-38 was voted upon with the following voice vote:*
 - *Aye: Knox, Limberg, Myers, Skinner, Sole, Bray*
 - *Nay:*
 - *Abstain:*

-Resolution No. R25-38 Approved 6-0

ITEM XV: Ordinances

Bill No. B25-12: An Ordinance of the City of Grain Valley, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials

Bill No. B25-12 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Skinner moved to approve the first reading of Bill No. B25-12 and bring it back for a second reading at the next regular session.*
- *The Motion was Seconded by Alderman Limberg-Gardner*
 - This is a bi-annual requirement from the Missouri Ethics Commission requiring certain officials to disclose any financial interests.
- *Motion to accept the first reading of Bill No. B25-12 and bring it back for a second reading at the next regular session was voted on with the following voice vote:*
 - *Aye: Bray, Knox, Limberg-Gardner, Myers, Skinner, Sole*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 6-0-

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Chief Ed Turner
City Clerk Jamie Logan
City Attorney Holly Dodge

ITEM XVI: City Attorney Report

- None

ITEM XVII: City Administrator & Staff Reports

- City Administrator Ken Murphy
 - None
- Deputy City Administrator Theresa Osenbaugh
 - None
- Police Chief Ed Turner
 - None
- Finance Director Steven Craig
 - Absent
- Parks & Recreation Director Shannon Davies
 - The pool hours will move to weekends only starting this coming Saturday (8/16)
- Community Development Director Patrick Martin
 - He provided a Front Street project update. The project is on schedule.
 - The asphalt overlay project has started and the contractor has completed Rust Rd North of Duncan to Rust Ct and milled all roads North of I-70 and some by Valley Hills. They will continue to work south from here.
 - Alderman Skinner stated in front of the middle school (on Persimmon), in a prior year, the work was happening on the first day of school. Mr. Martin stated he has been in communication with the contractor on that.
- City Clerk Jamie Logan
 - None

ITEM XVIII: Board of Aldermen Reports & Comments

- Alderman Brian Bray
 - He stated Public Works staff were very respectful that were at his house for an issue
- Alderman Rick Knox
 - Asked Mr. Davies about pond clean-up; there are funds budgeted for clean-up each year that are temperature dependent. The pond is shallow and allows the sun to reach the bottom and that promotes the growth of vegetation. It is a battle that pond cannot win.
 - Alderman Bray asked the dredging cost vs. the chemicals being used to combat

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
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City Attorney Holly Dodge

the vegetation annually; Mr. Davies stated is the detention pond serving its purpose- it would be hundreds of thousands of dollars to dredge; at its current maintenance maybe \$5,000-\$7,000 a year. The pond is a city retention basin and not a park amenity

- Alderman Lisa Limberg-Gardner
 - None
- Alderman Jim Myers
 - None
- Alderman Ryan Skinner
 - None
- Alderman Kyle Sole
 - None

ITEM XIX: Mayor Report

- None

ITEM XX: Adjournment

- The meeting was adjourned at 7:31 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 Rick Knox
Alderman Limberg-Gardner
Alderman Myers
Alderman Ryan Skinner
Alderman Kyle Sole

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Community Development Director Patrick Martin
Finance Director Steven Craig
Parks and Recreation Director Shannon Davies
Chief Ed Turner
City Clerk Jamie Logan
City Attorney Holly Dodge

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	52.06		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	3,274.36		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	431.46		
		AFLAC	AFLAC AFTER TAX	126.92		
			AFLAC CRITICAL CARE	5.10		
			EYERLY	82.20-		
			AFLAC PRETAX	253.56		
			AFLAC-W2 DD PRETAX	227.89		
			JEFFRIES	118.08-		
		MIDWEST PUBLIC RISK	DENTAL	192.39		
			COPAY	284.90		
			COPAY	388.30		
			COPAY	199.85		
			QHDHP HSA	777.65		
			QHDHP HSA	1,567.09		
			QHDHP HSA	83.63		
			VISION	48.08		
			VISION	66.58		
			VISION	115.77		
			VISION	20.12		
		HSA BANK	HSA - GRAIN VALLEY, MO	604.31		
			HSA - GRAIN VALLEY, MO	683.06		
		CITY OF GRAIN VALLEY -FLEX	FLEX PLAN	50.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	1,734.29		
			MISSIONSQUARE 457	912.54		
			MISSIONSQUARE ROTH IRA	332.09		
		INTERNAL REVENUE SERVICE	FEDERAL WH	9,268.77		
			SOCIAL SECURITY	6,525.54		
			MEDICARE	<u>1,526.12</u>		
			TOTAL:	29,552.15		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	484.07
GENERAL CODE LLC				771.80		
MIDWEST PUBLIC RISK	DENTAL			59.17		
	QHDHP HSA			278.50		
	QHDHP HSA			368.09		
	QHDHP HSA			325.75		
HSA BANK	HSA - GRAIN VALLEY, MO			153.74		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			204.24		
	MEDICARE			47.76		
GREATAMERICA FINANCIAL SERVICES CORP	25% CH AGMT 025-1799708-00			59.25		
	AGMT 003-1799708-003 (CH 2			<u>3.88</u>		
	TOTAL:			2,756.25		
BLDG & GRDS	GENERAL FUND			AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	180.00
		COMCAST - HIERARCY ACCT	CITY HALL	7.52		
			CITY HALL	29.71		
		ORKIN	AUG 2025 MAIN ST SERVICE	97.30		
		COMCAST	AUG 2025 FIBER	442.82		
		MASTERS TELECOM LLC	ELEVATOR LINE	31.44		
			WB/COURT FAX LINE	<u>13.43</u>		
			TOTAL:	802.22		
		ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	675.61
				SAMS CLUB/SYNCHRONY BANK	BATTERIES/PAPER TOWELS/COP	40.96
	BATTERIES/PAPER TOWELS/COP			61.94		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HOME DEPOT CREDIT SERVICES	PREMIUM CUT FIR/FLAT UPW/T	154.25
		MIDWEST PUBLIC RISK	DENTAL	30.17
			QHDHP HSA	525.63
		HSA BANK	HSA - GRAIN VALLEY, MO	79.68
		CINTAS CORPORATION # 430	CITY HALL LOGO MATS	36.02
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	39.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	361.37
			MEDICARE	84.51
		GREATAMERICA FINANCIAL SERVICES CORP	50% CH ADMIN	96.09
			50% CH BILLING	<u>96.09</u>
			TOTAL:	2,281.74
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	461.80
		MIDWEST PUBLIC RISK	DENTAL	38.50
			QHDHP HSA	546.16
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	210.73
			MEDICARE	49.28
		GREATAMERICA FINANCIAL SERVICES CORP	25% CH AGMT 025-1799708-00	59.25
			AGMT 003-1799708-003 (CH 2	<u>3.88</u>
			TOTAL:	1,470.10
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	264.35
		MIDWEST PUBLIC RISK	DENTAL	19.00
			DENTAL	2.31
			COPAY	410.00
			QHDHP HSA	32.77
		HSA BANK	HSA - GRAIN VALLEY, MO	6.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	183.40
			MEDICARE	<u>42.88</u>
			TOTAL:	960.71
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	247.23
		MIDWEST PUBLIC RISK	DENTAL	19.00
			QHDHP HSA	331.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	180.61
			MEDICARE	<u>42.24</u>
			TOTAL:	895.08
FLEET	GENERAL FUND	OREILLY AUTOMOTIVE INC	FOAM CLEAN/CABIN FILTER/FE	13.99
			HAND CLEANER/CRIMPER/BAT C	77.61
			HAND CLEANER/CRIMPER/BAT C	30.99
		HOME DEPOT CREDIT SERVICES	TOOLS AND TOOL BOX	1,388.53
			TOOLS AND TOOL BOX	1,666.56
			TOOLS AND TOOL BOX	325.37
		MIDWEST PUBLIC RISK	DENTAL	19.69
			COPAY	453.74
		CINTAS CORPORATION # 430	PW/SWAN UNIFORMS	4.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	72.16
			MEDICARE	<u>16.88</u>
			TOTAL:	4,070.06
POLICE	GENERAL FUND	AAA DISPOSAL SERVICE INC	POLICE STATION	124.30
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	9,011.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MONTHLY CONTRIBUTIONS	1,286.34
		SAMS CLUB/SYNCHRONY BANK	COFFEE/GATORADE/SUGAR/GLAD	73.60
			BATTERIES/PAPER TOWELS/COP	40.96
			BATTERIES/PAPER TOWELS/COP	206.52
		OREILLY AUTOMOTIVE INC	FOAM CLEAN/CABIN FILTER/FE	35.89
		COSENTINOS FOOD STORES	CAMP FOCUS LUNCHES	240.00
			CAMP FOCUS LUNCHES	248.00
		ORKIN	AUG 2025 RD MIZE RD SERVIC	100.00
		SIRCHIE ACQUISITION COMPANY, LLC	MANDELIN REAGENT/AMPHETAMI	81.84
		LEXISNEXIS RISK DATA MGMT LLC	ACCURINT CRIME ANALYSIS 07	412.17
		GOODYEAR COMMERCIAL TIRE	PD TIRES	502.00
		GRAIN VALLEY CUSTOM MUFFLER LLC	REPAIR EXHAUST LEAK	230.00
		MIDWEST PUBLIC RISK	DENTAL	247.00
			DENTAL	616.00
			COPAY	1,349.10
			COPAY	1,230.00
			COPAY	887.10
			COPAY	781.15
			QHDHP HSA	2,730.75
			QHDHP HSA	3,310.00
			QHDHP HSA	5,028.80
		HSA BANK	HSA - GRAIN VALLEY, MO	675.00
			HSA - GRAIN VALLEY, MO	1,100.00
		METRO FORD	MOULDIN/PLATE/SCREW/NUT	290.10
			GRILLE/CLIP	248.89
		CINTAS CORPORATION # 430	PD LOGO MAT	19.04
		DREW'S DIESEL INC	VEHICLE REPAIRS	900.37
		COMCAST	AUG 2025 FIBER	700.05
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	75.00
		MIDWEST PUBLIC RISK OF MO	LEXIPOL	4,968.56
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	4,681.57
			MEDICARE	1,094.89
		TARL BENTLEY	NATL NIGHT OUT DJ SERVICES	250.00
		COMCAST	AUG 2025 POLICE STATION	226.11
		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)	15.50
		GENE TURNER GROUP LLC	NNO MAGIC SERVICES DEPOSIT	<u>375.00</u>
			TOTAL:	45,463.79
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	201.76
		MIDWEST PUBLIC RISK	COPAY	410.00
		DREW'S DIESEL INC	VEHICLE REPAIRS	1,427.11
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	96.22
			MEDICARE	<u>22.50</u>
			TOTAL:	2,157.59
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	976.27
		MIDWEST PUBLIC RISK	DENTAL	37.93
			DENTAL	43.99
			QHDHP HSA	77.87
			QHDHP HSA	991.84
		HSA BANK	HSA - GRAIN VALLEY, MO	164.44
			HSA - GRAIN VALLEY, MO	14.26
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	60.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	535.23
			MEDICARE	<u>125.18</u>
			TOTAL:	3,027.30
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	J&M DISPLAYS, INC.	Spooktacular Fireworks	<u>7,000.00</u>
			TOTAL:	7,000.00
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	23.64
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	659.76
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC PRETAX	53.84
			AFLAC-W2 DD PRETAX	137.24
		MIDWEST PUBLIC RISK	DENTAL	32.58
			QHDHP HSA	258.84
			QHDHP HSA	20.34
			QHDHP HSA	178.15
			VISION	9.56
			VISION	20.53
			VISION	2.16
			VISION	8.78
		HSA BANK	HSA - GRAIN VALLEY, MO	217.29
			HSA - GRAIN VALLEY, MO	302.96
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	485.73
			MISSIONSQUARE 457	345.25
			MISSIONSQUARE ROTH IRA	234.53
			MISSIONSQUARE ROTH IRA	90.94
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,591.20
			SOCIAL SECURITY	1,585.12
			MEDICARE	<u>370.73</u>
			TOTAL:	6,721.48
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,091.64
		SAMS CLUB/SYNCHRONY BANK	BATTERIES/PAPER TOWELS/COP	40.96
		AT&T	U-VERSE PARK MAINTENANCE	64.20
		COMCAST - HIERARCY ACCT	CITY HALL	1.13
			CITY HALL	5.88
		MIDWEST PUBLIC RISK	DENTAL	3.65
			DENTAL	57.31
			QHDHP HSA	706.86
			QHDHP HSA	63.66
			QHDHP HSA	70.06
			QHDHP HSA	61.37
		HSA BANK	HSA - GRAIN VALLEY, MO	7.31
			HSA - GRAIN VALLEY, MO	148.88
		COMCAST	AUG 2025 FIBER	73.80
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOER	7.12
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	491.96
			MEDICARE	<u>115.07</u>
			TOTAL:	3,010.86
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	MONKEY MOUNTAIN COMPLEX	85.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	823.97
		WEST CENTRAL ELECTRIC COOP INC	06/27-07/29 BALL PARK COMP	261.96
		MIDWEST PUBLIC RISK	DENTAL	57.00
			DENTAL	38.50
			QHDHP HSA	993.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			QHDHP HSA	632.60
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
			HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	460.37
			MEDICARE	<u>107.66</u>
			TOTAL:	3,785.06
RECREATION	PARK FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	14.92
			MEDICARE	<u>3.50</u>
			TOTAL:	18.42
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	130.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	494.95
		SAMS CLUB/SYNCHRONY BANK	COFFEE/GATORADE/SUGAR/GLAD	29.94
			BATTERIES/PAPER TOWELS/COP	26.96
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	321.74
		MIDWEST PUBLIC RISK	DENTAL	19.00
			DENTAL	36.19
			QHDHP HSA	513.38
			QHDHP HSA	331.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	94.00
		MARY ALLGRUNN	07/22-07/31 LINE DANCING	170.85
		TIFFANI KEY	07/21-08/01 SS CIRCUIT CLA	150.00
			07/21-08/01 SS CLASSIC CLA	150.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	291.32
			MEDICARE	68.13
		GREATAMERICA FINANCIAL SERVICES CORP	CC HALLWAY	192.20
			CC FRONT DESK	<u>74.19</u>
			TOTAL:	3,168.85
POOL	PARK FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	326.55
			MEDICARE	<u>76.38</u>
			TOTAL:	402.93
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	136.39
		AFLAC	AFLAC PRETAX	16.11
			AFLAC-W2 DD PRETAX	12.83
		CIRCUIT COURT OF JACKSON COUNTY	MICHEAL MYERS	32.14
		MIDWEST PUBLIC RISK	DENTAL	12.75
			COPAY	39.97
			QHDHP HSA	39.69
			QHDHP HSA	83.44
			QHDHP HSA	32.48
			VISION	1.60
			VISION	3.17
			VISION	2.20
			VISION	3.20
		HSA BANK	HSA - GRAIN VALLEY, MO	17.04
			HSA - GRAIN VALLEY, MO	43.54
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	101.67
			MISSIONSQUARE 457	57.03
			MISSIONSQUARE ROTH IRA	38.35
		INTERNAL REVENUE SERVICE	FEDERAL WH	378.22
			SOCIAL SECURITY	328.16
			MEDICARE	76.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,456.73
TRANSPORTATION	TRANSPORTATION	SUPERIOR BOWEN ASPHALT CO LLC	APWA TYPE 3 R	383.83
			SATUROCK PLUS	146.90
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	683.38
		SAMS CLUB/SYNCHRONY BANK	COFFEE/GATORADE/SUGAR/GLAD	15.92
			COFFEE/GATORADE/SUGAR/GLAD	15.34
			BATTERIES/PAPER TOWELS/COP	6.20
			BATTERIES/PAPER TOWELS/COP	7.73
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	2.20
			PW 36084	26.37
			TYER RD	21.97
			PW 59845	29.05
			PW 59845	47.93
		OREILLY AUTOMOTIVE INC	HAND CLEANER/CRIMPER/BAT C	31.55
		ORKIN	JULY 2025 JAMES ROLLO SERV	20.40
			AUG 2025 MAIN ST SERVICE	8.34
			AUG 2025 JAMES ROLLO SERVI	20.40
		MIDWEST PUBLIC RISK	DENTAL	18.86
			DENTAL	51.69
			COPAY	82.00
			COPAY	156.23
			QHDHP HSA	187.09
			QHDHP HSA	328.54
			QHDHP HSA	287.36
			QHDHP HSA	126.52
		HSA BANK	HSA - GRAIN VALLEY, MO	74.44
			HSA - GRAIN VALLEY, MO	74.25
		J&A TRAFFIC PRODUCTS	14 GA TELESPAR POST	97.50
		CINTAS CORPORATION # 430	PW/SWAN UNIFORMS	24.39
		COMCAST	AUG 2025 FIBER	44.30
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	328.14
			MEDICARE	76.75
		MASTERS TELECOM LLC	PW FAX LINE	5.37
		GREATAMERICA FINANCIAL SERVICES CORP	20% PW FRONT OFFICE	38.43
			TOTAL:	3,470.37
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,048.99
		AFLAC	AFLAC PRETAX	113.78
			AFLAC-W2 DD PRETAX	87.88
		CIRCUIT COURT OF JACKSON COUNTY	MICHEAL MYERS	128.54
		MIDWEST PUBLIC RISK	DENTAL	85.28
			COPAY	125.50
			COPAY	159.88
			QHDHP HSA	429.87
			QHDHP HSA	415.13
			QHDHP HSA	192.94
			VISION	12.76
			VISION	21.72
			VISION	22.87
			VISION	15.90
		HSA BANK	HSA - GRAIN VALLEY, MO	128.85
			HSA - GRAIN VALLEY, MO	433.17
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	793.01
			MISSIONSQUARE 457	820.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISSIONSQUARE ROTH IRA	477.62
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,145.75
			SOCIAL SECURITY	2,425.17
			MEDICARE	<u>567.20</u>
			TOTAL:	11,651.99
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	750.46
			BILL PRINT AND MAIL	92.58
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,414.58
		SAMS CLUB/SYNCHRONY BANK	COFFEE/GATORADE/SUGAR/GLAD	31.82
			COFFEE/GATORADE/SUGAR/GLAD	30.67
			BATTERIES/PAPER TOWELS/COP	12.38
			BATTERIES/PAPER TOWELS/COP	15.44
		VANCO SERVICES LLC	JULY 2025 GATEWAY ES20605	55.00
		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	HAND CLEANER/CRIMPER/BAT C	63.11
		ORKIN	JULY 2025 JAMES ROLLO SERV	40.80
			AUG 2025 MAIN ST SERVICE	16.68
			AUG 2025 JAMES ROLLO SERVI	40.80
		MISSOURI ONE CALL SYSTEM INC	JULY 2025 - 259 LOCATES	349.65
		BLUE SPRINGS WINWATER CO	WATER REPAIR PARTS	131.04
			WATER REPAIR PARTS	450.00
			WATER REPAIR PARTS	926.94
		HOME DEPOT CREDIT SERVICES	COMP NEEDLE VALVE TEE/FP B	21.06
			REFRIGERATION COIL/COMP NU	23.88
			COMP COUPLING BRASS/MIP AD	19.24
			COMP CAP BRASS/FLAT WASHER	48.21
		UNDERPRESSURE CLEANING SYSTEMS	GP QC 4 NOZZLE KIT4.5	21.76
		MENARD, INC	BRS FIP RED COUP	9.98
		MIDWEST PUBLIC RISK	DENTAL	68.69
			DENTAL	173.20
			COPAY	164.00
			COPAY	216.68
			COPAY	320.56
			QHDHP HSA	1,013.28
			QHDHP HSA	1,196.68
			QHDHP HSA	714.84
			QHDHP HSA	375.77
		HSA BANK	HSA - GRAIN VALLEY, MO	249.56
			HSA - GRAIN VALLEY, MO	304.44
		STEPHANIE MALLETT	MALLETT: NEPTUNE CONF MEAL	94.50
		CINTAS CORPORATION # 430	PW/SWAN UNIFORMS	48.80
		COMCAST	AUG 2025 FIBER	88.56
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	21.58
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,213.93
			MEDICARE	283.94
		MASTERS TELECOM LLC	PW FAX LINE	10.74
			WB/COURT FAX LINE	6.71
		GREATAMERICA FINANCIAL SERVICES CORP	40% PW FRONT OFFICE	76.88
			50% CH COMMUNITY DEV	96.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			25% CH ADMIN	48.05
			25% CH BILLING	48.05
			25% CH AGMT 025-1799708-00	59.25
			AGMT 003-1799708-003 (CH 2	3.87
		ODP BUSINESS SOLUTIONS LLC	THERMAL PAPER ROLLS	<u>34.75</u>
			TOTAL:	12,848.99
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		CITY OF BLUE SPRINGS	AGENT FEES UMB & DNR	11,145.10
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	750.46
			BILL PRINT AND MAIL	92.59
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,408.43
		SAMS CLUB/SYNCHRONY BANK	COFFEE/GATORADE/SUGAR/GLAD	31.82
			COFFEE/GATORADE/SUGAR/GLAD	30.67
			BATTERIES/PAPER TOWELS/COP	12.38
			BATTERIES/PAPER TOWELS/COP	15.44
		VANCO SERVICES LLC	JULY 2025 GATEWAY ES20605	54.99
		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	HAND CLEANER/CRIMPER/BAT C	63.10
		ORKIN	JULY 2025 JAMES ROLLO SERV	40.80
			AUG 2025 MAIN ST SERVICE	16.68
			AUG 2025 JAMES ROLLO SERVI	40.80
		MIDWEST PUBLIC RISK	DENTAL	68.70
			DENTAL	172.45
			COPAY	164.00
			COPAY	216.68
			COPAY	304.36
			QHDHP HSA	1,013.29
			QHDHP HSA	1,196.65
			QHDHP HSA	714.85
			QHDHP HSA	375.79
		HSA BANK	HSA - GRAIN VALLEY, MO	249.57
			HSA - GRAIN VALLEY, MO	304.43
		STEPHANIE MALLETT	MALLETT: NEPTUNE CONF MEAL	94.50
		CINTAS CORPORATION # 430	PW/SWAN UNIFORMS	48.80
		EVERGY	5375734893 - 1201 SEYMOUR	10.00
		COMCAST	AUG 2025 FIBER	88.56
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 EMPLOYER	21.59
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,211.27
			MEDICARE	283.25
		MASTERS TELECOM LLC	PW FAX LINE	10.74
			WB/COURT FAX LINE	6.71
		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	3.87
		ODP BUSINESS SOLUTIONS LLC	THERMAL PAPER ROLLS	34.75

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	GUNS OUT CONSTRUCTION	US REFUNDS	50.00
		IRON KETTLE BREWING LLC	US REFUNDS	65.72
		MORRIS, KEVIN	US REFUNDS	11.88
		KING, EARL	US REFUNDS	83.46
		MARTIN, KAREN	US REFUNDS	83.46
		JOHNS, ALYSSA	US REFUNDS	30.66
		ALL PRO 2 LLC	US REFUNDS	15.33
		HODGES, DEBRA	US REFUNDS	18.27
		ROSS, SHANE	US REFUNDS	2.09
		REDMON, JOHN	US REFUNDS	14.31
		STEWARD, ALLISON	US REFUNDS	10.73
		STALEY, MARGARET A.	US REFUNDS	28.87
		FERGUSON, PAUL	US REFUNDS	32.33
		KNOWLES, EDWARD	US REFUNDS	15.33
		SMITH, JAMES	US REFUNDS	49.28
		MAGNUM BORING	US REFUNDS	794.62
		TANASE, JACKIE	US REFUNDS	0.04
		LUNDEEN, BARBARA	US REFUNDS	83.46
		DUPLANTIS, TRACEY	US REFUNDS	41.73
		WHITTINGTON, LISA	US REFUNDS	50.27
		MCCONVILLE, DEBRA	US REFUNDS	12.13
		BEEVER, ABRIANNA	US REFUNDS	15.33
		DRESSLAER, SANDY	US REFUNDS	<u>7.06</u>
			TOTAL:	23,492.25

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

100	GENERAL FUND	93,436.99
170	TOURISM TAX FUND	7,000.00
200	PARK FUND	17,107.60
210	TRANSPORTATION	4,927.10
600	WATER/SEWER FUND	47,993.23

	GRAND TOTAL:	170,464.92

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/02/2025 THRU 8/21/2025
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

Resolutions

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

MEETING DATE	08/25/2025	
BILL NUMBER	R25-39	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CRAWFORD MURPHY AND TILLY, INC. TO EXTEND THE TERM OF THE ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Patrick Martin, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	On-Call Service that will vary with each Task Order
	Budget Line Item:	Multiple
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide on-call engineering/consulting services for the City of Grain Valley on projects as required	
BACKGROUND	The City's previous on-call engineering/consultant services agreement has expired. This is to extend the current agreement for a period of two additional years.	
SPECIAL NOTES	None	
ANALYSIS	The City issued a request for qualifications (RFQ) for on-call professional engineering services and received seven responses in 2023. CMT was the selected engineering group to be the on- call engineer for the city. This new agreement will be a two-year extension of the agreement as advertised in 2023.	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution & Agreement

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

August 25, 2025

RESOLUTION NUMBER
R25-39

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH CRAWFORD MURPHY AND TILLY, INC. TO EXTEND THE TERM OF THE ON-CALL
PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri must approve all contracts; and

WHEREAS, the most recent on-call engineering services contract has expired; and

WHEREAS, staff have determined that Crawford, Murphy and Tilly, Inc. meets the needs of the community and will provide quality engineering services for the City of Grain Valley; and

WHEREAS, the Board of Aldermen desire to extend the term of the On-Call Agreement for an additional two (2) years to provide for continuity of engineering consulting services through the budget planning process; and

WHEREAS, the Board of Alderman has reviewed this recommendation and finds it in the best interest 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 City Administrator is hereby authorized to enter into an agreement for professional engineering services with Crawford, Murphy and Tilly, Inc.

PASSED and APPROVED, via voice vote, (-) this 25th Day of August, 2025.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R25-39]

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**AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES
(RFQ NO. 22-09)**

THIS AGREEMENT made and entered into by and between the City of Grain Valley, Missouri (hereinafter “City”), and Crawford, Murphy and Tilly, Inc. (a consultant with offices at 1100 Main Street, Suite 1210, Kansas City, MO 64105) (hereinafter “Engineer”).

WITNESSETH:

WHEREAS, City intends to have engineering services for On Call Professional Engineering Services (hereinafter “Project”); and

WHEREAS, Engineer has entered into an agreement for On Call Professional Engineering Services with City on April 24, 2023. The Agreement for On Call Professional Engineering Services had the option for City to approve one 2-year renewal; and

WHEREAS, An engineering fee will be submitted with each task order; and

WHEREAS, the City Administrator is authorized and empowered by City to execute contracts providing for professional engineering services; and

WHEREAS, City desires renew the agreement dated April 24, 2023 for the one 2-year renewal with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

ARTICLE I SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER

Engineer shall provide the following professional engineering services to City (“Basic Services”):

See Exhibit A

ARTICLE II SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to Engineer:

- A. Make available to Engineer on request with reasonable notice, all existing records, maps, plans and other data possessed by the City when such are necessary, advisable or helpful to the Engineer in the prosecution of its work under this AGREEMENT.

- B. Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Engineer under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Engineer's services for the Project. In the absence of any such designation, or until such designation is made by City, its City Administrator shall serve as the designated representative.

ARTICLE III PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer for Basic Services according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference or as a lump sum fee. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B.
- B. City will make payment monthly for Basic Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 5. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
 - 6. Cost Invoices must be categorized by Phase.

ARTICLE IV COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

All services shall be completed within the schedule established in each authorized task order.

The City Administrator may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

ARTICLE V INSURANCE

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

- D. **SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

- E. **SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the

Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Grain Valley, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
City of Grain Valley, Missouri does NOT need to be named as additional insured on Automobile Liability	

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident

Bodily Injury by Disease:
Bodily Injury by Disease:

\$500,000 Policy Limit
\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

ARTICLE VI MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article III shall vest in City title to all of the Engineer's instruments of professional service, including all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to

Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES: The City Administrator is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the City Administrator.

In the event an emergency change in services is authorized by the City Administrator pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 - 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and

Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

- F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall seal all plans, specifications, estimates, documents, and engineering data as required by the licensing laws of the State of Missouri.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.

- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the

reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

and notices to Engineer shall be addressed to:

Julie Jenson, P.E.
Office Manager
1100 Main Street, Suite 1210
Kansas City, MO 64105

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

X. TERM: The term of this agreement shall be for two (2) years, with no renewal option in this agreement.

ARTICLE VII ALL OTHER TERMS REMAIN IN EFFECT

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

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

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

CITY OF GRAIN VALLEY, MISSOURI

Kenneth Murphy, City Administrator

APPROVED AS TO FORM:

City Attorney

Crawford, Murphy and Tilly, INC.

BY: Julie Jenson

TITLE: Office Manager

ATTEST:

EXHIBIT A – SERVICES TO BE PROVIDED BY THE ENGINEER

After the City issues a notice to proceed, the Engineer shall proceed with the following services.

- a. Consult with City Officials and staff.
- b. Attend Board of Alderman Meetings, Planning and Zoning Commission Meetings, Workshops, Park Board Meetings, and other meetings as requested by the City. Accompany City Staff to Mid-America Regional Council (MARC) or Missouri Department of Transportation MoDOT meetings when requested by City Staff.
- c. Provide preliminary or final engineering design for projects as determined by the City.
- d. Perform engineering and planning reviews of site plans, studies, reports, construction drawings, plats, legal descriptions, technical specifications, and contracts submitted for City approval for municipal or private projects.
- e. Perform engineering studies and provide traffic engineering services, including but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, sanitary sewer studies, water distribution and storage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- f. Perform sanitary sewer evaluation and design, roadway design, bicycle and pedestrian facilities design, water main construction and storage design, structural

design, and provide preliminary and final engineering construction documents and an engineer's opinion of probable construction costs.

- g. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- h. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs and asset management.
- i. Develop updates to design standards, technical specifications, and contract documents.
- j. Perform public infrastructure inspection and building inspection services to supplement City inspection, for municipal or private projects.
- k. Perform surveys for City design projects or Engineer design projects, provide boundary surveys, provide research for plats, section corner report forms, ownership, easements, and right-of-way, prepare legal descriptions and exhibits, and provide construction staking on projects when deemed necessary.
- l. Provide landscape architectural services and designs and reviews.
- m. Provide on-call planning support to the City of Grain Valley, including routine assistance with zoning and subdivision regulations; preparation of staff reports for Planning & Zoning Commission and Board of Aldermen meetings; code updates; meeting attendance as needed; and support for broader planning initiatives such as public engagement, special studies, and coordination on parks or long-range planning, as directed by the City Administrator.

- n. Other miscellaneous consulting engineering services, as mutually agreed upon by the City and Engineer, which may include Computer Aided Drafting (CAD), materials testing and assistance with grant applications and administration.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the City desires other design services for significant projects, the Engineer shall, upon written authorization by the City, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

EXHIBIT B

SAMPLE

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2025 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT _____
 PROJECT NAME _____
 CMT JOB NO. _____

Prep By	
DATE	06/06/25
Approved by	
DATE	06/06/25

TASK NO.	TASKS \ CLASSIFICATIONS	Senior Principal 2	Senior Principal	Principal	Sr Planner 2 - Sr Civil Engineer 2	Sr Spec or Sr Struct Engr 2	Proj Manager - Sr Struct Engr 2	Sr Env Specialist Prof	Senior Envir Scientist 2	Senior Civil Engr	Senior Admin Specialist	Senior Technician 2	Senior Technician	Struct Engr	Proj Civil Engr - Project Engr	Civil Struct - Project Engr	Proj Environ Scientist	Proj Specialty Prof	Project Planner	Specialty Professional	Admin Specialist	Architect	Environmental Scientist	MAN HOURS & LABOR SUMMARY
																								TECHNICIAN
	CURRENT YEAR 2025 HOURLY RATES	\$350	\$325	\$310	\$290	\$250	\$235	\$200	\$190	\$185	\$180	\$160	\$150	\$135										
1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTAL MAN HOURS																							
	SUBTOTAL - BASE LABOR EFFORT																							
TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE										
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	OTHER EXP												
1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTALS																							
	TIME PERIOD OF PROJECT	2025	2026	2027	2028	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					10%	MULTI-YEAR + OT MLTPLR & AMT											
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENT FACTOR					15%	1.0150											
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000						0.0150												
	ESTIMATED CONTINGENCY												10%											
	ROUNDING																							
	TOTAL FEE	MATH CROSS CHECK IS OK																						

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2025

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal	\$ 310
Senior Specialty Engineer 2 Senior Structural Engineer 2 Senior Planner 2 Senior Specialty Professional 2 Senior Civil Engineer 2	\$ 290
Senior Environmental Scientist 2 Project Manager Senior Architect 2 Senior Structural Engineer	\$ 250
Senior Civil Engineer Senior Environmental Scientist Senior Specialty Professional	\$ 235
Senior Administrative Specialist Senior Technician 2	\$ 200
Senior Technician	\$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer Senior Planner	\$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	\$ 180
Administrative Specialist Specialty Professional Planner Project Technician	\$ 160
Architect	\$ 150
Environmental Scientist Technician	\$ 135
Admin/ Admin Coordinator	\$ 110

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Audrey McNeill	
	PHONE (A/C. No. Ext): 309-282-3907	FAX (A/C. No.):
E-MAIL ADDRESS: amcneill@holmesmurphy.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: Aspen Specialty Insurance Company		10717
INSURER C: XL Specialty Insurance		37885
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 627649654

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5D57480	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E57480	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J57480	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5T57480 (NJ) 5M57480 (FL) 5H57480	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Pollution Liability			ER00YEL25	1/1/2025	1/1/2026	Claim/Aggregate	2,000,000
C	Professional Liability			DPR5037922	1/1/2025	1/1/2026	Each Claim	5,000,000
	Each Claim						Aggregate	7,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

"EVIDENCE OF INSURANCE - For Proposal Purposes"

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.

Premium

Insurance Company

Countersigned by

Paula A Dixon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

SAMPLE

**City of Grain Valley, Missouri
Engineering Services Work Order**

CMT WORK ORDER 25-1

Date:	Name:
Project Description:	
Services Required: 1. 2.	
Time Schedule: Work will begin upon receipt of this executed Engineering Services Work Order and will be completed within _____ calendar days and submitted for appropriate review and approval.	
Compensation: Compensation for the services provided under this Engineering Services Work Order will be in accordance with the provisions of the Retainer Contract. The compensation for the above services, including reimbursable expenses, will be invoiced as the work is performed. It is estimated that the compensation for the above services, including reimbursable expenses, will not exceed \$ _____ (see Exhibit A).	
Approval and Notice to Proceed:	
City of Grain Valley, Missouri	Crawford, Murphy & Tilly, Inc.
By: <u>Ken Murphy</u>	By: _____
Title: <u>City Administrator</u>	Title: <u>Water Resources Group Manager</u>
Date: <u>6/XX/2025</u>	Date: <u>6/XX/2025</u>
Notice to Proceed Date: _____	CMT Project No. <u>22005100.00</u>
Services provided under this Engineering Services Work Order shall be in accordance with the Agreement for On-Call Professional Engineering Services dated <u>June XX, 2025</u> for On-Call Professional Engineering Services provided during calendar year 2025.	

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

MEETING DATE	8/25/2025	
BILL NUMBER	R25-40	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH INFRASTRUCTURE MANAGEMENT SERVICES (IMS) LLC TO PROVIDE A COMPREHENSIVE PAVEMENT CONDITION ASSESSMENT	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Patrick Martin, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$41,460.00
	Budget Line Item:	210-55-72000
	Balance Available:	\$80,500.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and roadway life	
BACKGROUND	The Department has a need for a pavement condition assessment to gather data and determine effective methods to repair and maintain the streets and sidewalks in the City. The field data collected with the Laser Road Surface Tester is used to develop a Pavement Condition Index (PCI) for each street segment. The PCI results are analyzed by a team of IMS engineers, who then develop a 5-year pavement maintenance and rehabilitation program. This assessment will be of roads and sidewalks throughout the entire city.	
SPECIAL NOTES	IMS conducted a road assessment survey five years ago and this survey has supported staff in developing the overlay program and maintenance the roads to achieve a better overall PCI.	

ANALYSIS	The IMS approach will help the Department to decide what rehab activities should be performed, when and where to perform them, and an ideal budget to maintain it at a specific level of service.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	This project was appropriated funding in the 2025 budget.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Resolution, Consultant Services Quote / Agreement

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

August 25, 2025

RESOLUTION NUMBER

R25-40

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH
INFRASTRUCTURE MANAGEMENT SERVICES (IMS) LLC TO PROVIDE A
COMPREHENSIVE PAVEMENT CONDITION ASSESSMENT**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri must approve all expenditures and agreements; and

WHEREAS, the Board of Aldermen are committed to providing its community with safe and reliable streets and sidewalks and maintaining and repairing substandard streets and sidewalks; and

WHEREAS, the Board of Aldermen authorized funding in the 2025 budget to complete a comprehensive pavement condition assessment; and

WHEREAS, a comprehensive pavement condition assessment will gather data and determine effective methods to repair and maintain the streets and sidewalks in the City; and

WHEREAS, Infrastructure Management Services (IMS) LLC is an expert in this field and a premier pavement and right-of-way asset management firm; and

WHEREAS, the Board of Aldermen find it to be in the best interest 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 City Administrator is authorized to sign an agreement with Infrastructure Management Services (IMS) LLC.

PASSED and APPROVED, via voice vote, (-) this 25th Day of August, 2025.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R25-40]

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City of Grain Valley, Missouri

2025 Sidewalk (SST) Survey into “ESwA”

Budgetary Estimate

Opportunity ID: 25-06-05982



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Largo, FL 33777



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6/3/2025

City of Grain Valley, Missouri
Patrick Martin, Community Development Director
Email: pmartin@cityofgrainvalley.org
Phone: 816.847.6221

Re: 2025 Sidewalk (SST) Condition Survey into "Easy Sidewalk Analysis"

Dear Patrick,

IMS Infrastructure Management Services (IMS) is pleased to present this budgetary estimate for a sidewalk condition survey for the City of Grain Valley. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for sidewalk management analyses, which identify the most appropriate maintenance or rehabilitation activity for each sidewalk segment.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best regards,

**International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services**

Jim Tourek, Client Services Manager



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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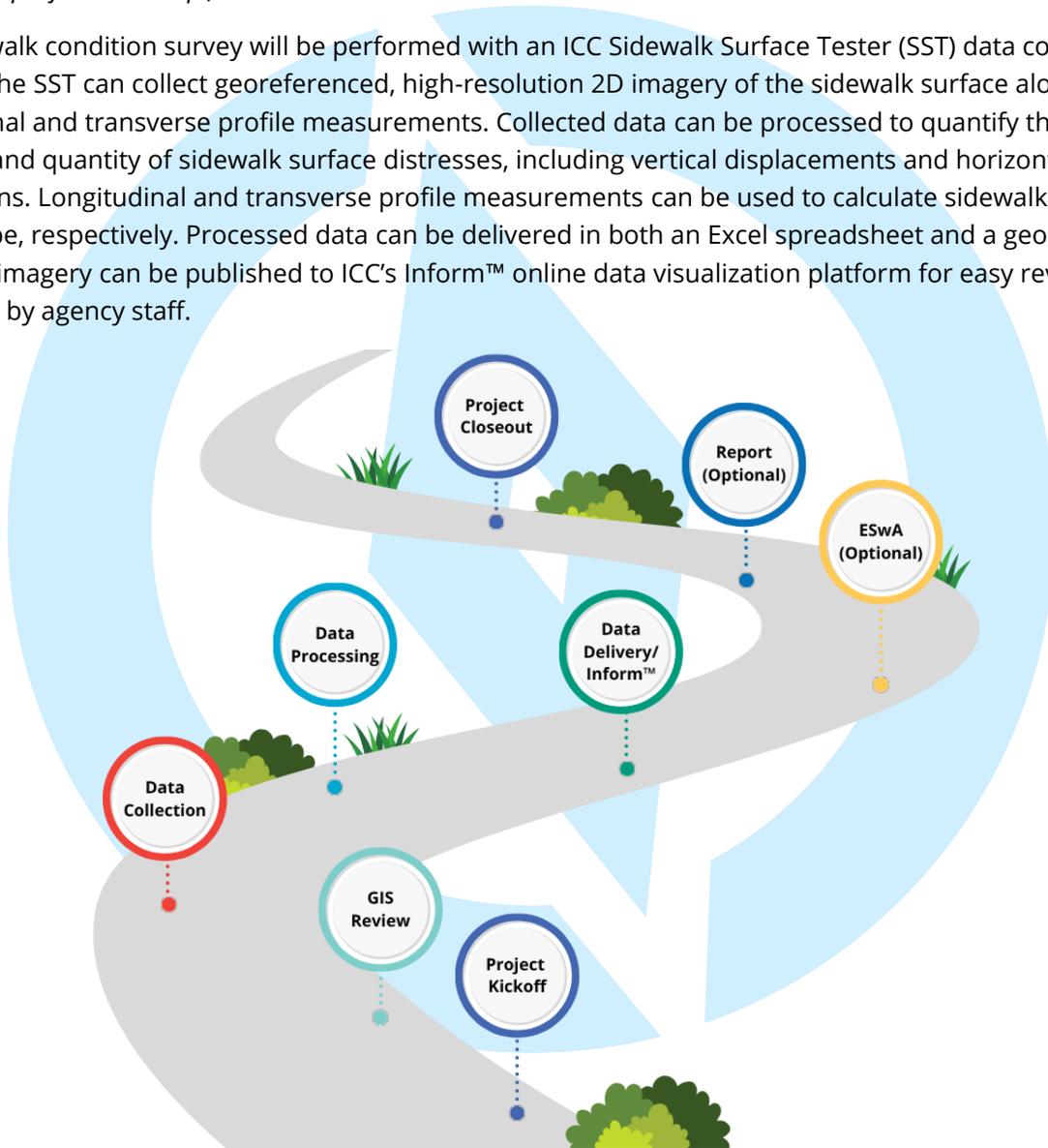
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Project Overview

The primary objective of this project is to collect **100 test miles of sidewalk** condition data. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering hundreds of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The sidewalk condition survey will be performed with an ICC Sidewalk Surface Tester (SST) data collection system. The SST can collect georeferenced, high-resolution 2D imagery of the sidewalk surface along with longitudinal and transverse profile measurements. Collected data can be processed to quantify the type, severity, and quantity of sidewalk surface distresses, including vertical displacements and horizontal separations. Longitudinal and transverse profile measurements can be used to calculate sidewalk grade and cross slope, respectively. Processed data can be delivered in both an Excel spreadsheet and a geodatabase. Sidewalk imagery can be published to ICC's Inform™ online data visualization platform for easy review and reference by agency staff.



Deliverables

01

Sidewalk Condition Data

Refer to estimate/fee table for selected condition data deliverables and Deliverable Options for additional information on the three options (SafeSteps, Enhanced SafeSteps, ESWA)..

02

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

03

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





Budgetary Estimate – Grain Valley, MO Sidewalks

2025 Sidewalk (SST) Condition Survey into “Easy Sidewalk Analysis”

(Note: final fee and scope of work depends on confirmation of test miles to be surveyed, analysis and reporting requirements)

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff (SST)	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management (SST)	1	Lump Sum	\$1,500.00		\$1,500.00
GIS Review and Survey Extents Verification (SST)	85	Centerline Miles	\$2,000.00		\$2,000.00
Data Processing: Development of Sidewalk Inventory	100	Test Miles	\$17.60		\$1,760.00
Data Dictionary Review and Acceptance (SST)	1	Lump Sum	\$1,500.00		\$1,500.00
Mobilization/Calibration - Sidewalk Surface Tester (SST)	1	Lump Sum	\$3,900.00		\$3,900.00
Field Data Collection - Sidewalk Surface Tester (SST)	100	Test Miles	\$124.00		\$12,400.00
Data Processing: Standard Sidewalk Condition Rating (Including QC/QA)	100	Test Miles	\$35.00		\$3,500.00
Sidewalk Condition Index (SWCI) Data Delivery in Geodatabase (SST)	1	Lump Sum	\$1,500.00		\$1,500.00
Inform - 400 to 800 lane miles (SST)- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	\$4,000.00	100%	\$0.00
Inform Web Hosting (SST)- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	100	Per year per mile	\$1.20	100%	\$0.00
			SWCI Sub-Total:		\$30,560.00

Add for Sidewalk Analysis & Report:

Easy Sidewalk Analysis (ESwA) Sidewalk Management Plan	1	Lump Sum	\$8,500.00		\$8,500.00
Sidewalk Management Report	1	Lump Sum	\$2,400.00		\$2,400.00
			ESwA Total:		\$41,460.00

Choosing the Gaps and Obstructions Rating Only – “SafeSteps” Approach (No Report) = \$29,560.00



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities Act (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

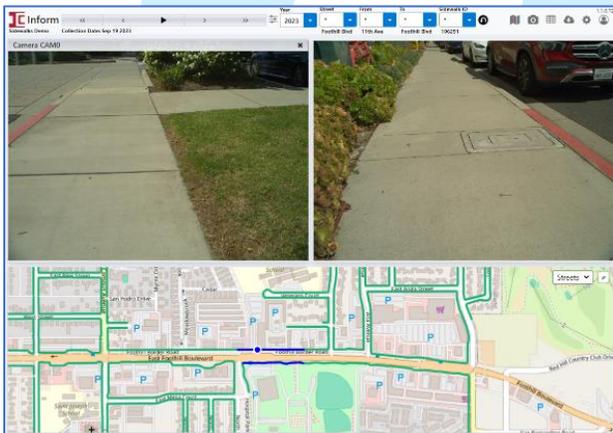
Industry-Leading Technologies

Sidewalk Surface Tester (SST)

The sidewalk condition survey will be performed using an ICC Sidewalk Surface Tester (SST) data collection system. The SST is equipped with industry-leading data acquisition technologies, including three (3) Gocator point lasers and 5g accelerometers for capturing longitudinal and transverse profile data, two (2) 12MP Basler cameras for capturing calibrated forward- and rear-facing sidewalk imagery, and a 250 Hz MEMS IMU with a Hemisphere DGPS.



Watch the **video overview** on our website by scanning the QR code!



Inform™ Online Data Viewer

The ICC Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing sidewalk condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected sidewalk data. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.

"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT



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Sidewalk Condition Survey – Deliverable Options

SafeSteps

This service provides the customer with spatial representations of their sidewalk network's major distresses. The major distresses are limited to vertical displacements and horizontal separations, which are two extremely important factors of a sidewalk from a safety and accessibility perspective. This service will provide the customer with the necessary information to generate their own sidewalk maintenance plan aimed at addressing the most important hazards present.

Deliverables

- Geodatabase (GDB) of hazards following standard SafeSteps Data Dictionary
 - Sidewalk polyline layer, segment interval
 - Sidewalk Distresses point layer
- Optional sidewalk right-of-way images, forward and rear cameras, delivered via Inform™

Enhanced SafeSteps

This service provides clients with spatial representations of their sidewalk network's major distresses as well as other important factors of a sidewalk from a safety and accessibility perspective. This service will provide the customer with the necessary information to generate their own sidewalk management plan. Also, if desired, this service can be expanded to allow ICC-IMS to deliver a sidewalk management plan.

Deliverables

- Geodatabase (GDB) of hazards following standard Sidewalk and Ramps - SST only with ESWA
 - Sidewalk polyline layer, segment interval, or one custom interval (e.g., 4-foot)
 - Sidewalk Distresses point layer
 - Sidewalk Hindrances point layer
 - Sidewalk Geometrics polyline layer, one custom interval (e.g., 4-foot)
- Optional sidewalk right-of-way images, forward and rear cameras, delivered via Inform™

Easy Sidewalk Analysis (ESwA)

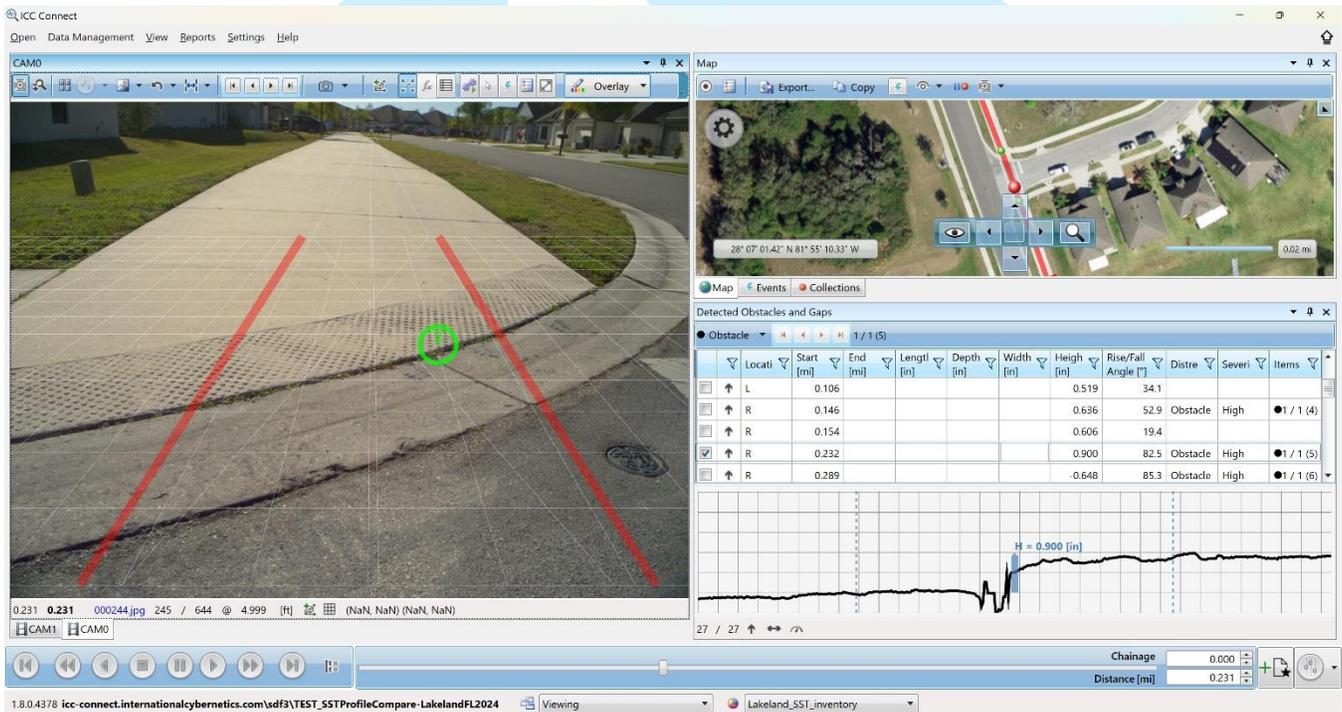
This service provides the customer with spatial representations of their sidewalk network's major distresses as well as other important factors of a sidewalk from a safety and accessibility perspective. This service also provides the customer with a sidewalk management plan. The sidewalk management plan includes the utilization of ICC-IMS' Easy Sidewalk Analysis (ESwA) tool. ESwA allows the Sidewalk Condition Index (SWCI), which ICC-IMS developed to closely resemble the Pavement Condition Index (PCI) as outlined in ASTM D6433, to be calculated for each sidewalk. Recommended rehabilitations and the year of application are determined in ESwA based on SWCI. ESwA also allows for customizations to be made. The standard customizations include refining the rehabilitation list and associated unit rates, updating the plan duration, and incorporating a location-based priority (e.g., schools, hospitals, downtown areas, etc.).

Deliverables

- Geodatabase (GDB) of hazards following standard SafeSteps Data Dictionary



- Sidewalk polyline layer, segment interval or one custom interval (e.g. 4-foot)
- Sidewalk Distresses point layer
- Sidewalk Hindrances point layer
- Sidewalk Geometrics polyline layer, one custom interval (e.g. 4-foot)
- Optional sidewalk right-of-way images, forward and rear cameras, delivered via Inform™
- Sidewalk Management Plan with maintenance recommendations by year over client-defined analysis period (e.g., 5 or 10 years)
 - ESwA Excel Workbook
 - Written Report



Example trip hazard identification of 0.9"



APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.

Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's sidewalk network and verifies the sidewalks to be collected. The agreed-upon sidewalk network is loaded into IMS' Drive™ software, which defines the sidewalk network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

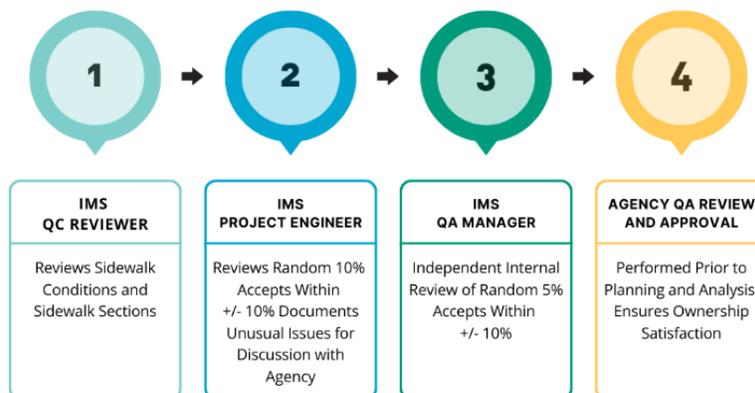
The sidewalk condition survey is performed with a Sidewalk Surface Tester (SST). Georeferenced, high-resolution imagery of the sidewalk surface and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC's Connect™ software to validate the type, severity, and quantity of sidewalk surface distresses and other conditions identified in the project data dictionary.

Step 5: Multi-step QC/QA IMS has developed a unique approach to sidewalk condition surveys by coupling the power of automated algorithms with manual review of distress data by trained sidewalk raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the sidewalk condition data is accurate.

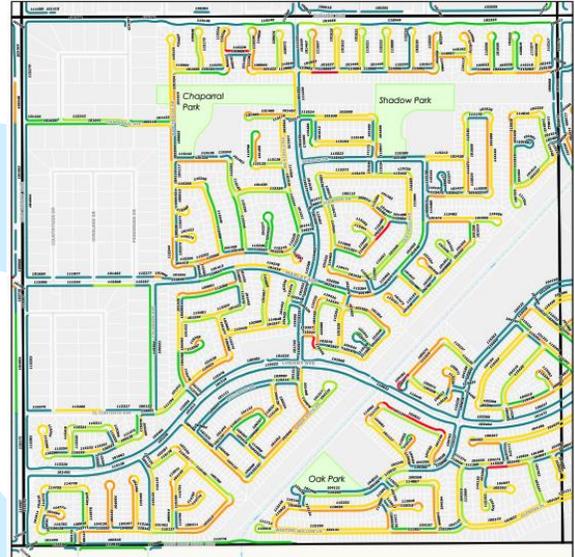
Comprehensive Data Quality Management



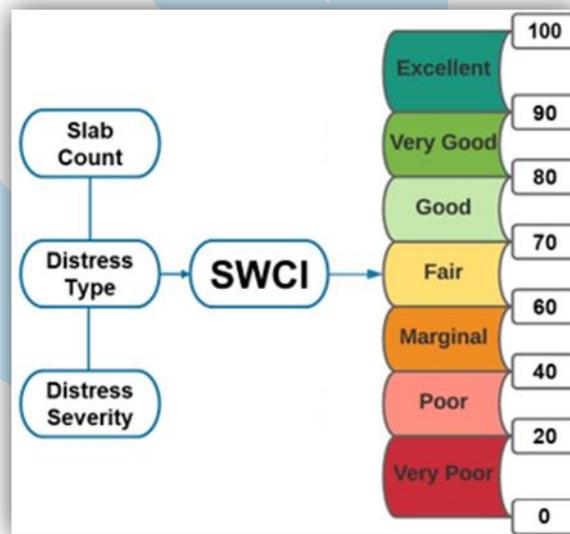
Step 6: Analysis & Report (Optional, if ESwa is selected)

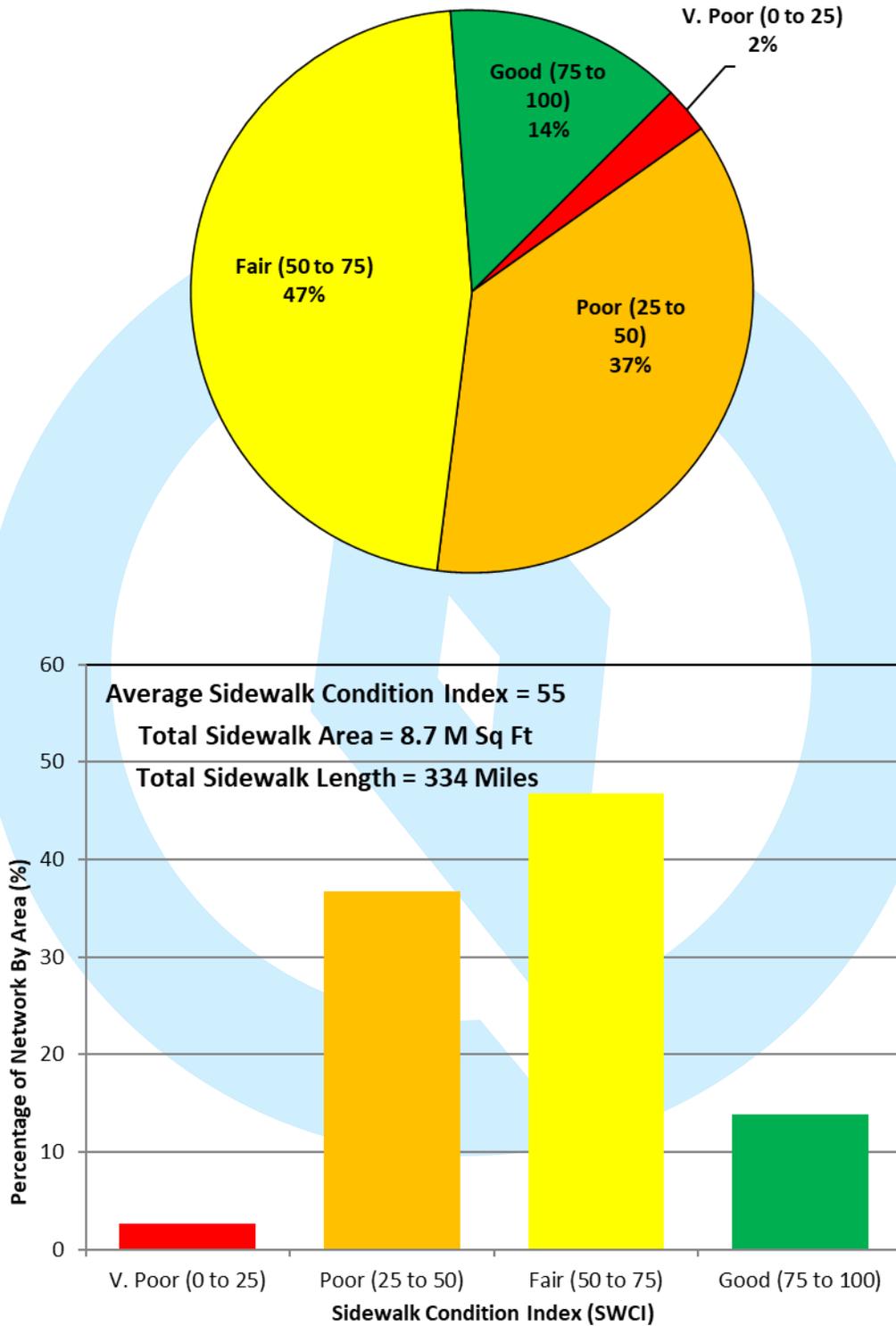
Survey results will be delivered using our Easy Sidewalk Analysis (ESwa) spreadsheet tool. ESwa integrates the core analysis capabilities of the most powerful sidewalk management systems in a familiar Microsoft® Excel environment. It is a sidewalk management tool designed to provide easy and immediate access to sidewalk condition data and analysis results. ESwa enhances or, in many cases, replaces the need for traditional proprietary, license-based software.

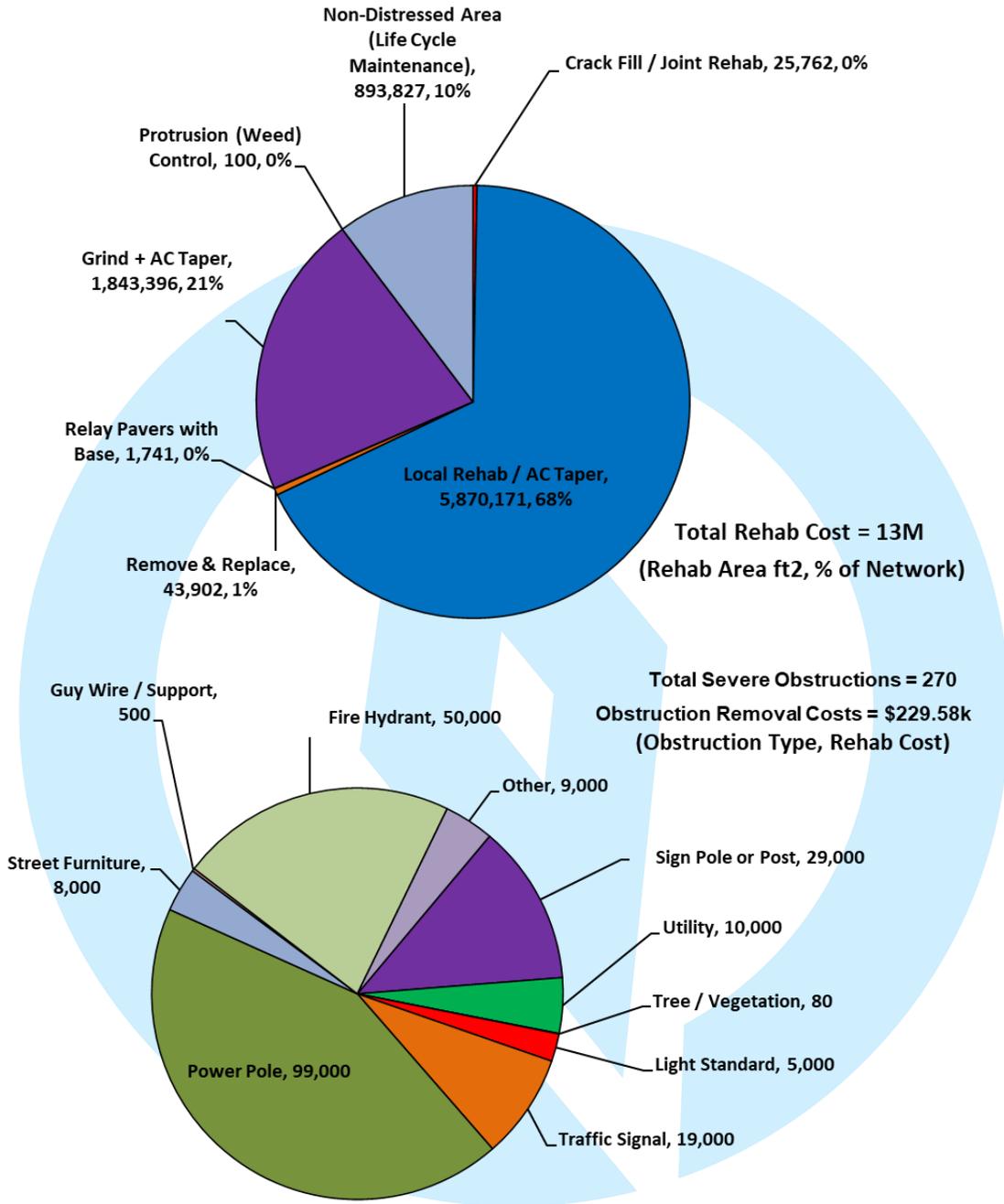
ESwa was engineered as a simple solution that eliminates users needing to become sidewalk management software experts before leveraging their survey results. Our interactive ESwa spreadsheet is fully customizable to the needs of our clients and programmed to develop M&R plans built around practical prioritization techniques. As an added benefit, results can be visualized using Esri GIS software and the new Excel-based mapping tools.



ESwa data analysis results shown in a ESRI StoryMap.







Step 7: Project Closeout

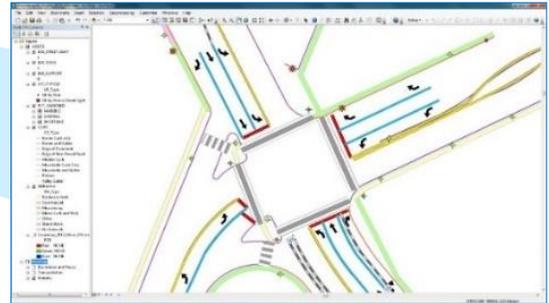
Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your sidewalk management program in the future.



Appendix B – Additional Value-Added Services

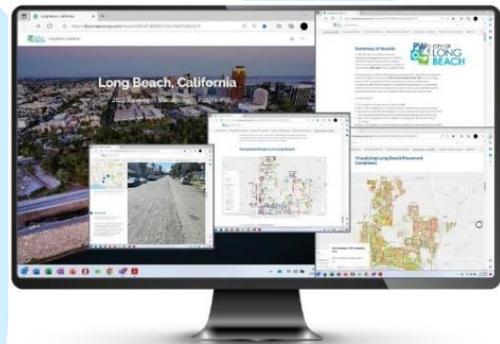
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.



Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



Appendix C – Data Dictionaries

The following tables outline the standard data and measurements that will be reported from our collected and processed data for sidewalks for each level of survey. We refer to these as data dictionaries to clearly outline to our clients all the data we will be collecting and reporting. While these are the most typical data dictionaries for municipal/county agencies, we can offer modifications.

SafeSteps

Two feature classes will be provided, as outlined below.

Feature	Code	Asset Type	Definition
Sidewalk	SW	Linear	Pedestrian access route. Driveway aprons will not cause these structures to be interrupted if the same construction method is used beyond the driveway apron. Intersections will cause the structures to be interrupted, even if the same construction method is used

Attribute	Value	Format	Definition
SW_ID		Numeric	A unique identifier for the asset
Segment_ID		Numeric	Street segment ID of the street adjacent to the asset (Provided by Municipality)
Streetname		Text(100)	Streetname (Provided by Municipality)
SW_Image_Begin		Text(255)	Imagelink to a project image in which the start of the asset can be observed
SW_Image_End		Text(255)	Imagelink to a project image in which the end of the asset can be observed
SW_Location		Text(50)	Location of the asset relative to the adjacent roadway segment (Provided by Municipality)
	N		The asset is located north of the street centerline
	E		The asset is located east of the street centerline
	S		The asset is located south of the street centerline
	W		The asset is located west of the street centerline
	NE		The asset is located northeast of the street centerline
	SE		The asset is located southeast of the street centerline
	SW		The asset is located southwest of the street centerline
	NW		The asset is located northwest of the street centerline
SW_Vert_Dispatch_Mod		Integer	Count of this distress per segment
SW_Vert_Dispatch_Sev		Integer	Count of this distress per segment
SW_Hor_Sep_Mod		Integer	Count of this distress per segment
SW_Hor_Sep_Sev		Integer	Count of this distress per segment
SW_X_Begin		Numeric (Precision 2)	X coordinate at the start of the asset using agency coordinate system
SW_Y_Begin		Numeric (Precision 2)	Y coordinate at the start of the asset using agency coordinate system
SW_X_End		Numeric (Precision 2)	X coordinate at the end of the asset using agency coordinate system
SW_Y_End		Numeric (Precision 2)	Y coordinate at the end of the asset using agency coordinate system
SW_Length		Numeric (Precision 2)	The GIS length of the asset using the agency coordinate system
SW_Comment		Text (255)	General comment about the asset, if any
SW_SurveyDate		Text (50)	Data collection date

Feature	Code	Asset Type	Definition
Sidewalk Distress Point	DIS	Point	Individual distress points. The aggregated count per SW_ID is part of the sidewalk delivery for each individual distress type.



Attribute	Value	Format	Definition
DIS_ID		Text (50)	A unique identifier of the distress
SW_ID		Text (50)	Sidewalk Unique ID
Segment_ID		Numeric	Street segment ID of the street adjacent to the asset (Provided by Municipality)
Streetname		Text (100)	Streetname
DIS_Image		Text (255)	Imagelink to a project image in which hindrance can be observed
DIS_Type		Text(50)	
	Vertical Displacement Moderate		Vertical displacement of 1/4" to 1/2" (including faulting, sag/heave, etc)
	Vertical Displacement Severe		Vertical displacement of more than 1/2" (including faulting, sag/heave, etc)
	Horizontal Separation Moderate		Horizontal Separation of 1/2" to 1" (including cracking, joint spalling, etc)
	Horizontal Separation Severe		Horizontal Separation of more than 1" (including cracking, joint spalling, etc)
DIS_Comment		Text (250)	General comment about the asset, if any
DIS_SurveyDate		Text (50)	Data collection date

Enhanced SafeSteps and Easy Sidewalk Analysis (ESwA)

Four feature classes will be provided, as outlined below.

Feature	Code	Asset Type	Definition
Sidewalk	SW	Linear	Pedestrian access route. Driveway aprons will not cause these structures to be interrupted if the same construction method is used beyond the driveway apron. Intersections will cause the structures to be interrupted, even if the same construction method is used

Attribute	Value	Format	Definition
SW_ID		Numeric	A unique identifier for the asset
Segment_ID		Numeric	Street segment ID of the street adjacent to the asset
Streetname		Text(100)	Streetname
SW_Image_Begin		Text(255)	Imagelink to a project image in which the start of the asset can be observed
SW_Image_End		Text(255)	Imagelink to a project image in which the end of the asset can be observed
SW_Type		Text(50)	The primary method of construction/style of the sidewalk for the length being examined
	Mono Curb And Walk		There is no separation between the sidewalk and the curb
	Stand Alone		There is no boulevard or curbing between the roadway structure and the sidewalk
	Boulevard Walk		The sidewalk has grass areas on both sides
	Meandering		The sidewalk does not follow the curvature of the road (may be combination of Mono and Boulevard)
	Park		The sidewalk is located in a park
	Other		The sidewalk is some other type than those areas listed above
SW_Curb		Text(50)	The type of curb associated with the sidewalk
	Curb		The sidewalk segment has an adjacent curb
	Partial Curb		The sidewalk segment has a curb for less than 50% of its length
	No Curb		The sidewalk segment has no adjacent curb



SW_Material		Text(50)	The predominant construction material for the length of the sidewalk
	Concrete		The material used is concrete
	Asphalt		The material used is asphalt
	Pavers / Brick		The sidewalk is constructed of pavers or brick or a combination of pavers/brick and concrete
	Other		The material is something other than those listed above
SW_Condition		Text(50)	This identifies the overall, general condition of the sidewalk
	Good		The sidewalk appears to be smooth and has only slight deterioration or better
	Fair		The sidewalk appears to be smooth a with only minor cracks and deterioration
	Poor		The sidewalk shows signs of moderate deterioration, unevenness or cracking
	Very Poor		The sidewalk shows signs of extensive deterioration, unevenness or cracking
SW_Passing_Location		Text(50)	If a sidewalk is more than 200 ft and narrower than 60 inches, a passing location needs to be present
	Not Needed		Sidewalk width is 5 ft or more, or the length is less than 200 ft
	Present		A passing location is present
	Not Present		No passing locations are present
SW_Location		Text(50)	Location of the asset relative to the adjacent roadway segment
	N		The asset is located north of the street centerline
	E		The asset is located east of the street centerline
	S		The asset is located south of the street centerline
	W		The asset is located west of the street centerline
	NE		The asset is located northeast of the street centerline
	SE		The asset is located southeast of the street centerline
	SW		The asset is located southwest of the street centerline
	NW		The asset is located northwest of the street centerline
SW_Width		Numeric (Precision 0)	The predominant width of the sidewalk in inches for segment (used for asphalt sidewalks)
SW_Slab_Length		Numeric (Precision 0)	The predominant length of typical sidewalk slab in inches (trowel joint to trowel joint)
SW_Slab_Width		Numeric (Precision 0)	The predominant width of typical sidewalk slab in inches (trowel joint to trowel joint)
SW_Vert_Disp_Mod		Integer	Count of this distress per segment
SW_Vert_Disp_Sev		Integer	Count of this distress per segment
SW_Hor_Sep_Mod		Integer	Count of this distress per segment
SW_Hor_Sep_Sev		Integer	Count of this distress per segment
SW_Xslope_Mod		Integer	Count of this sidewalk geometric per segment
SW_Xslope_Sev		Integer	Count of this sidewalk geometric per segment
SW_Grade_Mod		Integer	Count of this sidewalk geometric per segment
SW_Grade_Sev		Integer	Count of this sidewalk geometric per segment
SW_Obstruction_Mod		Integer	Count of moderate obstructions per segment
SW_Obstruction_Sev		Integer	Count of severe obstructions per segment
SW_Protrusion_Mod		Integer	Count of moderate protrusions per segment
SW_Protrusion_Sev		Integer	Count of severe protrusions per segment
SW_RRX_Presence		Text(50)	Presence of a railroad crossing
	Yes		
	No		
SW_X_Begin		Numeric (Precision 2)	X coordinate at the start of the asset using agency coordinate system



SW_Y_Begin		Numeric (Precision 2)	Y coordinate at the start of the asset using agency coordinate system
SW_X_End		Numeric (Precision 2)	X coordinate at the end of the asset using agency coordinate system
SW_Y_End		Numeric (Precision 2)	Y coordinate at the end of the asset using agency coordinate system
SW_Length		Numeric (Precision 2)	The GIS length of the asset using the agency coordinate system
SW_Comment		Text (255)	General comment about the asset, if any
SW_SurveyDate		Text (50)	Data collection date

Feature	Code	Asset Type	Definition
Sidewalk Distress Point	DIS	Point	Individual distress points. The aggregated count per SW_ID is part of the sidewalk delivery for each individual distress type.

Attribute	Value	Format	Definition
DIS_ID		Text (50)	A unique identifier of the distress
SW_ID		Text (50)	Sidewalk Unique ID
Streetname		Text (100)	Streetname
DIS_Image		Text (255)	Imagelink to a project image in which hindrance can be observed
DIS_Type		Text(50)	
	Vertical Displacement Moderate		Vertical displacement of 1/4" to 1/2" (including faulting, sag/heave, etc)
	Vertical Displacement Severe		Vertical displacement of more than 1/2" (including faulting, sag/heave, etc)
	Horizontal Separation Moderate		Horizontal Separation of 1/2" to 1" (including cracking, joint spalling, etc)
	Horizontal Separation Severe		Horizontal Separation of more than 1" (including cracking, joint spalling, etc)
DIS_Comment		Text (250)	General comment about the asset, if any
DIS_SurveyDate		Text (50)	Data collection date

Feature	Code	Asset Type	Definition
Sidewalk Hindrance	HIN	Point	Permanent obstructions or protruding objects on/over the sidewalk that may hinder pedestrians, cyclists and/or wheelchairs.

Attribute	Value	Format	Definition
HIN_ID		Text (50)	A unique identifier of the hindrance
SW_ID		Text (50)	Sidewalk Unique ID
Streetname		Text (100)	Streetname
HIN_Image		Text (255)	Imagelink to a project image in which hindrance can be observed
HIN_Hindrance			Type of hindrance
	Obstruction		
	Protrusion		
HIN_Type		Text (50)	Type of Sidewalk hindrance restricting width or clearance
	Sign Post		Any sign support
	Utility Box / Cabinet		Any type of utility such as control box, cabinet



	Fire Hydrant		Fire hydrant
	Light Standard		Any street light standard, davit or pole
	Traffic Signal		Any traffic signal or ped head support, standard, davit or pole
	Power Pole		Any power pole, standard, davit or stay
	Street Furniture		Any bench, chair, bicycle rack, permanent trash can or other fixture
	Bus Stop Shelter		Any type of bus stop shelter or shade structure
	Guy Wire / Support		Any type of guy wire, suspension wire or support
	Tree / Plant		Any type of planters, tree or planting that comes out of the ground in the path
	Grass / Soil		Any type of ground cover such as grass, weed or soil
	Railroad crossing		Railroad crossing
	Manhole		Manhole
	Grating		The sidewalk is (partially) replaced by grating
	Other		All other obstructions not listed above
HIN_Severity		Text (50)	Severity of the hindrance - measured from the foundation or drip line of the obstruction/protrusion to the edge of the sidewalk
	Moderate		The hindrance is present, accessible route is 32" to 36" wide
	Severe		The hindrance is present, accessible route is < 32" wide
HIN_Comment		Text (250)	General comment about the asset, if any
HIN_SurveyDate		Text (50)	Data collection date

Feature	Code	Asset Type	Definition
Sidewalk Geometrics	SWG	Line	Individual lines. The aggregated count per SWG_ID is part of the sidewalk delivery for each individual type of geometrics

Attribute	Value	Format	Definition
SWG_ID		Text (50)	A unique identifier of the sidewalk geometrics
SW_ID		Text (50)	Sidewalk Unique ID
Streetname		Text (100)	Streetname
SWG_Image		Text (255)	Imagelink to a project image in which hindrance can be observed
SWG_Type		Text (50)	
	Excessive Cross Slope Moderate		Excessive Cross Slope of more than 2% up to 8%
	Excessive Cross Slope Severe		Excessive Cross Slope of more than 8%
	Excessive Grade Moderate		Excessive Grade of more than 5% up to 8%
	Excessive Grade Severe		Excessive Grade of more 8%
SWG_Comment		Text (250)	General comment about the asset, if any
SWG_SurveyDate		Text (50)	Data collection date



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

MEETING DATE	08/25/2025	
BILL NUMBER	R25-41	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GERARD TANK & STEEL INC FOR THE CONSTRUCTION OF A NEW 1 MILLION GALLON ELEVATED WATER TOWER.	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Patrick Martin, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	4,620,000.00
	Budget Line Item:	600-60-79400
	Balance Available	4,840,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide adequate safe drinking water and fire protection to the City of Grain Valley.	
BACKGROUND	The City water master plan identified the need for additional water capacity for the growth of the city.	
SPECIAL NOTES	With the master plan identifying this need, staff worked with our on-call engineer to plan and developed the project to meet the current needs, and the long-term growth needs of the city. This bid also includes Bid alternate 1 to have an additional emergency connection with Tri-County Water Authority.	
ANALYSIS	The city received five bids for the water tower upgrade.	
PUBLIC INFORMATION PROCESS	The City issued a bid packet for the water tower upgrade in March with a deadline in April. This resulted in unsatisfactory bids. Staff re-advertised the project again in June with modifications to the contractual timing. This resulted in satisfactory bids.	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution & Agreement & Engineers report

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

August 25, 2025

RESOLUTION NUMBER
R25-41

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH GERARD TANK & STEEL INC FOR THE CONSTRUCTION OF A NEW 1 MILLION
GALLON ELEVATED WATER TOWER**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri must approve all contracts; and

WHEREAS, the city needs additional capacity and storage to maintain a functioning quality water system to provide safe drinking water: and

WHEREAS, staff have determined that Gerard Tank & Steel INC is qualified to provide quality construction services for the City of Grain Valley; and

WHEREAS, the Board of Aldermen desire to continue the planning and development of Grain Valley; and

WHEREAS, the Board of Alderman has reviewed this recommendation and finds it in the best interest 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 City Administrator is hereby authorized to enter into an agreement for construction of a new one million gallon water tower with Gerard Tank & Steel INC.

PASSED and APPROVED, via voice vote, (-) this 25th Day of August, 2025.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R25-41]

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June 24, 2025

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

Re: Grain Valley Water Tower Upgrade
Project Number 23005898.00
Summary of Bids

Below is a summary of the bid results of the Grain Valley Water Tower Upgrade project rebid held on Tuesday, June 24, 2025 at 1:00 pm with 5 bidders responding.

CONTRACTOR	BASE BID	# OF DAYS FOR BASE BID	BID ALT. NO. 1	# OF DAYS FOR BID ALT. NO. 1	TOTAL AMOUNT FOR BASE BID, & BID ALT. NO. 1
Gerard Tank & Steel, Inc.	\$4,508,000.00	660	\$112,000.00	0	\$4,620,000.00
Caldwell Tanks, LLC	\$5,436,000.00	660	\$130,750.00	14	\$5,566,750.00
CB&I Storage Tank Solutions LLC	\$5,843,000.00	774	\$178,000.00	7	\$6,021,000.00
Landmark Structures I, LP	\$6,265,000.00	440	\$160,000.00	5	\$6,425,000.00
Pheonix Fabricators & Erectors, LLC	\$8,050,000.00	660	\$94,000.00	2	\$8,144,000.00
Engineer's Opinion of Probable Construction Cost	\$5,400,000.00		\$110,000.00		\$5,510,000.00

CMT has reviewed the bids for the above-mentioned project. The following is a description of the information provided in each bid packet.

Gerard Tank & Steel

Base Bid: \$4,508,000.00 – 660 Calendar Days

Bid Alternate No. 1: \$112,000.00 – 0 Additional Calendar Days

Bid Packet Comments

- Apparent Low Bidder
- Gerard failed to submit full List of Subcontractors with bid submittal. CMT received it after the bid. See below for updated List of Subcontractors.
- On the List of Subcontractors form, Gerard listed Foundation work to be subcontracted to Central Foundation for \$425,000.00. No other subcontractors were listed.
- CMT requested updated form.
- Current tank contracts:
 - 1 MG CET, 99% complete in Beresford, South Dakota.
 - 1 MG CET, 95% complete in Bondurant, Iowa.
 - 1.5 MG CET, 75% complete in Arlington, South Dakota.
 - 0.5 MG CET, 35% complete in Nowata, Oklahoma.
 - 0.5 MG CET, 85% complete in Scott City, Kansas.
 - 0.4 MG CET, 65% complete in Neosha County, Kansas.
 - 0.5 MG CET, 25% complete in Johnson County, Kansas.
 - 0.75MG CET, <5% complete in Craig, Iowa.
 - 1.0 MG CET, <5% complete in Garden City, Kansas.
 - 1.0 MG CET, <5% complete in Marion, Iowa.
 - 0.5MG CET, <5% complete in Bertram, Texas.

CMT requested List Subcontractors form to be submitted and below is the response:

- Foundation: Central Foundation - TBD
- Water Lines: SheDigsIt, LLC - \$385,000.00
- Support Shaft Wall Forming & Scaffolding: McPherson Concrete Storage System, Inc. - TBD
- Electrical: Andrews Electric Co, Inc – TBD
- Field Coating: TBD – TBD
- Structural Engineer/Engineer of Record: John Longnecker, River Valley Engineering - TBD

CMT contacted GBA to discuss Gerard tank project with Johnson County that GBA is managing. Here are the main items of the conversation:

1. Johnson County tank is a 0.5 MG tank located at Timber Ridge Adventure Center which is a park in Johnson County.
2. The bid process was very similar to ours. GBA have very similar requirements for previous tank experience in their bid. Other bidders tried to discredit Gerard.
3. There was a \$1M difference between 1 and 2 bidders in the GBA bid.
4. GBA and client visited a Gerard tank site in McPhearson KS site prior to awarding Gerard the bid.
5. NTP was July 12, 2024 with 537 calendar days to finish the project with an additional 60 days to make final payment. The project is schedule to be done at the end of 2025.

6. GBA mentioned that it took them a long time to get started but once they got started, they are making good progress. The concrete column is almost done. They might have 1 more week of concrete pours.
7. GBA and/or city inspector are onsite 100% of the time for concrete pours.
8. Gerard bid submittal said they are 25% done but GBA thought closer to 50% complete and should be done by the end of the year.
9. I asked about the subs and they have different subs doing the design but thought they all have worked together on a lot of tanks now and it seems to work. This hasn't seemed to be an issue.

CMT contacted the project engineer for the Beresford, SD 1.0 MG CET which was the first CET of this size Gerard completed. The engineer stated that overall Gerard was pleasant to work with but the process was slow. The project took 3 months longer than the original substantial completion date. Schedule for this project was as follows:

- Contract – 1/30/2023
- NTP – 8/1/2023
- Planned Substantial Completion – 8/1/2024
- Actual Substantial Completion – 11/1/2024

The structural engineer had to change some of the foundation design to comply with the state standards. The project was a bare standard tank with 2 pumps inside tank and some yard piping. The contract amount for this project was \$3,347,900.00.

Caldwell Tanks Inc.

Base Bid: \$5,436,000 – 660 Calendar Days

Bid Alternate No. 1: \$137,750 – 14 Additional Calendar Days

Bid Packet Comments

- Caldwell Tanks failed to submit all the bidding requirement documents with their bid.
- The Proposed Suppliers List was not included in the bid packet. CMT requested Caldwell to submit the Proposed Suppliers List post bid. Proposed Suppliers List has been received.
- Current tank contracts: Many were listed

Subcontractors:

- Site Piping: SheDigsIt LLC - \$385,080.00
- Tank Foundation and Interior Base Piping: Ozark Mountain Construction - \$1,386,300.00
- Tank Electrical and Controls: Empire Electric Services & Technologies - \$243,400.00
- Tank Painting: Leary Construction Company Inc - \$315,000.00

CB&I Storage Tank Solutions

Base Bid: \$5,843,000.00 – 774 Calendar Days

Bid Alternate No. 1: \$178,000.00 – 7 Additional Calendar Days

Bid Packet Comments

- CB&I failed to submit all the bidding requirement documents with their bid.
- The Proposed Suppliers List was not included in the bid packet. CMT requested CB&I to submit the Proposed Suppliers List post bid. Proposed Suppliers List has been received.

List of Subcontractors:

- Foundation/Civil: Advance Tank and Construction Inc. - \$1,530,900.00
- Electrical: Reinhold Electric Inc. - \$168,000.00
- Painting: No subcontractor submitted
- Site Piping: No subcontractor submitted

Landmark Structures

Base Bid: \$6,265,000.00 – 440 Calendar Days

Bid Alternate No. 1: \$160,000.00 – 5 Additional Calendar Days

Bid Packet Comments

- Landmark Structures provided all bidding requirements for the project.

Subcontractors:

- Coatings: Viking Industrial Painting - \$270,000.00
- Electrical: Empire Electric - \$215,000.00
- SCADA: Microcomm - \$21,742.00
- Sitework: Mid States Excavating, Inc. - \$180,000.00
- Site Piping: No subcontractor submitted

Pheonix Fabricators & Erectors

Base Bid: \$8,050,000.00 – 660 Calendar Days

Bid Alternate No. 1: \$105,000.00 – 2 Additional Calendar Days

Bid Packet Comments

- Pheonix Fabricators & Erectors provided all bidding requirements for the project.

Subcontractors:

- Electrical: Empire Electric - \$410,000.00
- SCADA/Controls/RTU Mod: Microcomm - \$30,400.00
- Painting: No subcontractor submitted
- Site Piping: No subcontractor submitted

CMT Recommendation

CMT recommends awarding the project to Gerard Tank and Steel. The references contacted by CMT consistently described Gerard Tank and Steel as professional and pleasant to work with. This positive feedback, combined with their competitive pricing and a project timeline that matches other bids, makes them the most suitable choice. Although references noted a delay in initial mobilization from Gerard, this issue appears to be common among all the manufacturers considered. Given that Gerard's proposed schedule is consistent with others, this does not significantly impact the overall assessment.

In Summary, Gerard Tank and Steel offers the best balance of cost, schedule, and proven performance making them the recommended contractor for this project.

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BID FORM

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ARTICLE 1- BID RECIPIENT

1.01 This Bid is submitted to:

City of Grain Valley, Missouri
C/O Patrick Martin, City Representative
711 Main Street
Grain Valley, Missouri 64029

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	06-16-25
2	06-18-25

- B. Bidder may request to visit the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

6.01 BASE BID ITEMS (REQUIRED FOR BIDDING).

- a. Completion of the following is required. Failure to complete all blanks may result in rejection of proposal. In the event that a bid is not furnished, enter "No Bid".
- b. Show the Total Amount of Base Bid.
- c. Show the total number of calendar days from Notice to Proceed to Base Bid Substantial Completion. Final Completion shall be completed within 15 calendar days from the Substantial Completion date.
- d. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

WATER TOWER UPGRADE

Item No.	Description*	Units	Quantity	Unit Price	Total Price (\$)
1	New 1.0 MG Composite Elevated Storage Tank	1	LS	\$3,700,000.00	\$3,700,000.00
2	Yard Piping	1	LS	\$290,000.00	\$290,000.00
3	Electrical	1	LS	\$128,000.00	\$128,000.00
4	Painting	1	LS	\$385,000.00	\$385,000.00
5	Restoration	1	LS	\$5,000.00	\$5,000.00
Total Amount of Base Bid					\$4,508,000.00

*Refer to Section 01 22 00 for description of Unit Price Items

Four million five hundred eight thousand dollars and zero cents

Total Amount of Base Bid for Project (Typed or Written)

660

Total number of calendar days from Notice to Proceed to Base Bid Substantial Completion

Gerard Tank & Steel, Inc.

Firm Name

ARTICLE 6 – BID ALTERNATES

6.02 BID ALTERNATE ITEMS (REQUIRED FOR BIDDING).

- a. Completion of the following is required. Failure to complete all blanks may result in rejection of proposal. In the event that a bid is not furnished, enter "No Bid".
- b. The Owner has the option of accepting, or not accepting the Bid Alternate without impacting the cost of any other item of work.
- c. The Bid Alternate work is outlined in Section 01 22 00 – Unit Prices and Appendix D – Bid Alternate No. 1.
- d. Show the Total Amount of Bid Alternate No. 1.
- e. Show the Total Amount of the Base Bid and Bid Alternate No. 1.
- f. Show the total number of additional calendar days to complete Bid Alternate No. 1.

Item No.	Description*	Units	Quantity	Unit Price	Total Price (\$)
6	Bid Alternate No. 1: Tri-County Water Authority Proposed Emergency Connection	1	LS	\$112,000.00	\$112,000.00
Total Amount of Bid Alternates					\$112,000.00

*Refer to Section 01 22 00 for description of Unit Price Items

One hundred twelve thousand dollars and zero cents

Total Amount of Bid Alternate No. 1 for Project (Typed or Written)

0

Total number of additional calendar days to complete Bid Alternate No. 1

Four million six hundred twenty thousand dollars and zero cents

**Total Amount of Base Bid and Bid Alternate No. 1
for Project (Typed or Written)**

Gerard Tank & Steel, Inc.

Firm Name

ARTICLE 7 -TIME OF COMPLETION

- 7.01 **Bidder** agrees that the Work will be substantially complete within the number of calendar days listed in the Bid Form and will be completed and ready for final payment in accordance with Paragraph 14.10 of the General Conditions within 15 days of final punch list.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 - ATTACHMENTS TO THIS BID

- 8.01 The following documents are to be submitted with and made a condition of this Bid:
 - A. Bid Form;
 - B. Required Bid Security;
 - C. Bidders Affidavit;
 - D. E-Verify Affidavit;
 - E. List of Proposed Subcontractors;
 - F. List of Proposed Suppliers;
 - G. List of Equipment;
 - H. List of Contracts on Hand;
 - I. Experience List - See Section 13 21 10 – Composite Elevated Water Storage Tank for details;
 - J. Tank Drawing - See Section 13 21 10 – Composite Elevated Water Storage Tank for details;
 - K. Foundation Drawing - See Section 13 21 10 – Composite Elevated Water Storage Tank for details;
 - L. Evidence of authority to do business in the state of Missouri; or a written covenant to obtain such license within the time for acceptance of Bids;
 - M. Contractor's License No.: **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - N. Product Substitution Form 00 43 25.
 - O. 00 45 19 - Non-Collusion Affidavit.
 - P. All manufactured goods or commodities used or supplied under this contract must meet the requirements of the Domestic Products Procurement law RSMo 34.350 - RSMo 34.359. Compliance certification must be submitted if awarded project.
- 8.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Gerard Tank & Steel, Inc.

By:

[Signature]



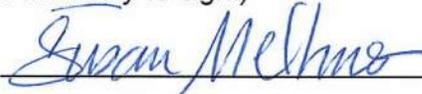
[Printed name]

L. Joe Gerard, President

{If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.}

Attest:

[Signature]



[Printed name]

Susan Melhus

Title:

Project Manager

Submittal Date:

06-24-25

Address for giving notices:

Gerard Tank & Steel, Inc.

1540 East 11th Street

Concordia, KS 66901

Telephone Number:

785-243-3895

Fax Number:

785-243-1804

Contact Name and e-mail address:

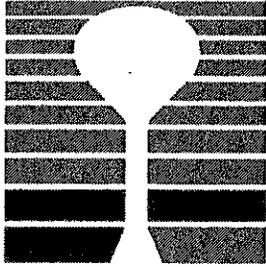
Nick Gerard

nick@gerardtank.com

Bidder's License No.:

Missouri Certificate of Authority F00294883

(where applicable)



GERARD
TANK & STEEL, INC.
SINCE 1979

P.O. Box 513
1540 East 11th Street
Concordia, KS 66901
Ph. 785-243-3895
Fax 785-243-1804

August 26, 2024

A special meeting of the Board of Directors of Gerard Tank & Steel, Inc., was held at 10:00 AM on August 26, 2024.

L. Joe Gerard, President; Delores A. Gerard, Secretary; and Nick Gerard, Vice President, were all authorized to sign any and all contract and bid documents for the next twelve-month period.

There being no further business, the meeting was adjourned.

Present: Delores A. Gerard, Secretary
L. Joe Gerard, President
Nick Gerard, Vice President

Gerard Tank & Steel, Inc.

By: 
Delores A. Gerard, Secretary

BID BOND

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

BIDDER (Name and Address):

Gerard Tank & Steel, Inc
PO Box 513
Concordia, KS 66901

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306

OWNER (Name and Address):

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

PROJECT

Date:

Amount:

Description (Name and Location):

Water Tower Upgrade
1201 Tyer Road, Grain Valley Missouri

BOND

Date: 6/18/2025

Amount: 5% of the attached bid

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: Gerard Tank & Steel, Inc. (Corp. Seal)

Signature: *[Handwritten Signature]*

Name and Title: Joe Gerard, President

SURETY

Company: Employers Mutual Casualty Company (Corp. Seal)

Signature: *[Handwritten Signature]*

Name and Title: Kyle Shipley - Attorney in Fact
(Attach certified Power of Attorney)

NOW THEREFORE, Bidder and Surety jointly and severally agree to bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of the Bond and subject to the following terms and conditions:

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

- a. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents, or
- b. All bids are rejected by Owner, or
- c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder).

3. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from Owner.

4. Notice required hereunder shall be in writing and sent via U.S. Mail or hand delivered to both Bidder and Surety at their respective addresses shown on the face of this Bond and shall be deemed to be effective upon receipt by the party concerned.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable laws. Any applicable requirement of any applicable law that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable law, then the provisions of said laws shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

Address of Owner:

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

Address of Bidder:

Gerard Tank & Steel, Inc
PO Box 513
Concordia, KS 66901

Address of Surety:

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kyle J Shipley

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bld Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such Instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

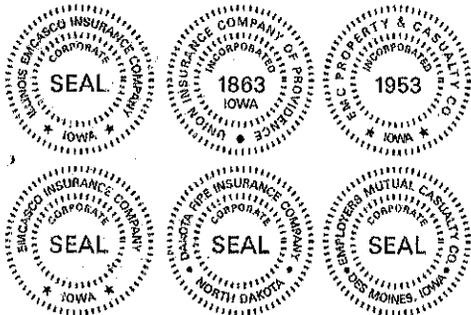
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said Instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

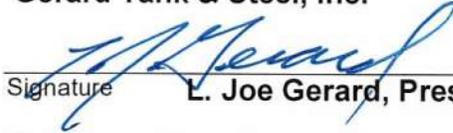
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of June, 2025.

Ryan J. Springer
 Vice President

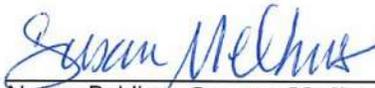
I further depose and state that Bidder has not received any payment or gratuity from a Subcontractor or Supplier, as an inducement for the award of a subcontract or a purchase order.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Bidder.

Gerard Tank & Steel, Inc.


Signature **L. Joe Gerard, President**

Before me, a Notary Public, personally appeared to me known to be the person who executed the within Bidder's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.


Notary Public **Susan Melhus**

My commission expires:

May 28, 2028



AFFIDAVIT of COMPLIANCE

(Section 285.530.2, Revised Statutes of Missouri)

State of ~~Missouri~~ Kansas)
) ss:
County Cloud)

Now this **23rd** day of **June**, 2025 the undersigned being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of **Gerard Tank & Steel, Inc.** ("Contractor").
3. I am authorized to make this affidavit on behalf of Contractor.
4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.
6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal 1-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.



Authorized Agent, Partner, Owner or Officer

L. Joe Gerard

Printed Name

President

Title

If Contractor has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Human Relations Director

Printed Name

Title

Subscribed and sworn to before me this 23rd day of June, 20 25.



Notary Public **Susan Melhus**

My commission expires:

May 28, 2028



This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540 RSMo., Supp. 2008.

BIDDING REQUIREMENTS

Document 00 43 36 – Proposed Subcontractors

1.01 The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor, subconsultant, structural engineer, and engineer of record that will be used in the work if the Bidder is awarded the Contract. List all subcontractors, subconsultants and engineers regardless of dollar value of work. The listed subcontractors shall be used. Completion of the following is required. Failure to complete this form may result in an unresponsive bid.

A. Type of Work: Foundation

Dollar Value of Work: \$425,000.00

Name: Central Foundation, Inc.

Address: 915 Marion Road South, Central City, IA 52214
Street City

B. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

C. Type of Work: _____

Dollar Value of Work: _____

Name: _____

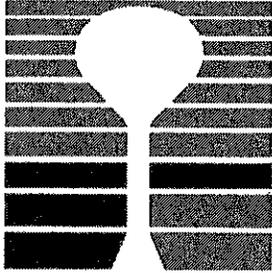
Address: _____
Street City

D. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City



GERARD
TANK & STEEL, INC.
SINCE 1979

*P.O. Box 513
1540 East 11th Street
Concordia, KS 66901
Ph. 785-243-3895
Fax 785-243-1804*

June 24, 2025

Re: City of Grain Valley, MO – Re-Bid
Water Tower Upgrade – 1-Million Gallon Composite Elevated Storage Tank
Project #23005898.00
Bid Form – Attachment F. – Proposed Suppliers

Proposed Suppliers:

Nucor Steel
1505 River Road
Cofield, NC 27922
Ph. 252-356-3723

Steel & Pipe Supply Co., Inc.
P.O. Box 1688
Manhattan, KS 66505-1688
Ph. 785-587-5100

Ranger Steel (Headquarters)
1225 North Loop West, Suite 650
Houston, TX 77008
Ph. 713-633-1306

Tnemec Company, Inc.
6800 Corporate Drive
Kansas City, MO 64120
Ph. 816-483-3400

Gerard Tank & Steel, Inc., -- Schedule C - - List of Major Equipment Available

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2017 - 275 Ton Linkbelt Crane	06/06/17	New/Excellent	\$1,359,010
90 Ton Grove Crane	10/26/11	Excellent	\$421,850
50 Ton Rough Terrain Crane	05/29/13	Excellent	\$179,450
30 Ton Mantis Crawler Crane	06/12/08	Excellent	\$225,500
Pacific Press Former 1000 ton	01/01/12	Excellent	\$16,081
Retro Burn Table	01/10/10	Excellent	\$331,498
3 Roll Angle Roll	12/18/15	Excellent	\$149,500
Misc Welding Equipment		Excellent	
Pacific Press Brake - 1000 ton	04/03/03	Excellent	\$351,056
90 Ton Link-Belt RT Crane	03/13/17	Excellent	\$475,000
45 Ton National Boom Truck	12/12/14	Excellent	\$417,800

Gerard Tank & Steel, Inc.

Schedule A -- Current

Project	Owner	Engineer
012301 -- Beresford SD 1MG Composite ("Hill Elev. Tank") Contract Amount \$3,347,900.00 Percent Complete 99%	South Lincoln Rural Water System 28647 472nd Ave., P.O. Box 511 Beresford, SD 57004 Ph. 605-677-9905	DGR Engineering 1302 South Union Street Rock Rapids, IA 51246 Ph. 712-472-2531
012307 -- Russell Co. KS 250K Gal. Ped & 12x130 Standpipe Contract Amount \$1,904,900.00 Percent Complete 99%	Russell Co. RWD #3 121 Main Ave. Susank, KS 67544 Ph. 620-653-2649	Schwab-Eaton, P.A. 5410 Ledge Stone Drive, Suite 100 Manhattan, KS 66503 Ph. 785-539-4687, Fax 785-380-5007
012309 -- Bondurant IA 1MG Composite Contract Amount \$4,438,273.10 Percent Complete 95%	City of Bondurant 200 2nd St., N.E., P.O. Box 37 Bondurant, IA 50035 Ph. 515-967-2418	Veenstra & Kimm, Inc. 3000 Westown Parkway West Des Moines, IA 50266 Ph. 515-225-8000
012312 -- Mahaska KS 10' x 120' Standpipe Contract Amount \$682,866.75 Percent Complete 99%	City of Mahaska 109 N. Main St., P.O. Box 92 Mahaska, KS 66955 Ph. 785-245-3291	Schwab-Eaton, P.A. 101 S. Mill St. Beloit, KS 67420 Ph. 785-738-2725
012313 -- Arlington SD 1.5MG Composite Contract Amount \$6,300,000.00 Percent Complete 75%	Kingbrook Rural Water System 302 E. Ash St., P.O. Box 299 Arlington, SD 57212 Ph. 605-983-5074	DGR Engineering 1302 South Union Street Rock Rapids, IA 51246 Ph. 712-472-2531
012401 Nowata OK 0.5MG Composite Contract Amount \$3,355,000.00 Percent Complete 35%	City of Nowata, City Hall 114 South Maple St. Nowata, OK 74048 Ph. 918-273-3538	Ward Engineering, LLC 3712 N.W. 65 th St. Oklahoma City, OK 73116 Ph. 405-830-2572
012402 Marietta OK 300,000 Gal. Pedesphere Contract Amount \$2,148,000.00 Percent Complete 85%	Marietta Public Works Authority 303 West Main Street Marietta, OK 73448 Ph. 580-276-2181	Tim Ward, P.E. tim@wardengineers.com H. Wayne Barker, P.E. wbarker@barkerengineers.com

Gerard Tank & Steel, Inc.

Schedule A -- Current

Project	Owner	Engineer
012403 Scott City KS 500,000 Gal. Composite Contract Amount \$2,240,000.00 Percent Complete 85%	City of Scott City 221 W. 5th St. Scott City, KS 67871 Ph. 620-872-5322	GMS, Inc., Consulting Engineers 611 North Weber, Suite 300 Colorado Springs, CO 80903-1074 Ph. 719-465-2935
012407 Neosho Co. KS 400,000 Gal. Composite Contract Amount \$2,080,000.00 Percent Complete 65%	Neosho Co. KS RWD #4 243 Center St. Galesburg, KS 66740 Ph. 620-763-2242	Midwest Engineering Group (MEG) 25A N. Main Sapulpa, OK 74066 Ph. 918-264-9405
012408 Johnson Co. KS 500,000 Gal. Composite Contract Amount \$3,996,500.00 Percent Complete 25%	Water Distr. #7 of Johnson Co. KS 534 W. Main St. Gardner, KS 66030 Ph. 913-856-7375	George Butler Assocs., Inc. (GBA) 9801 Renner Blvd. Lenexa, KS 66219 Ph. 913-577-8845
012409 Geary Co. KS 33' x 32' Ground Storage Tank Contract Amount \$675,000.00 Percent Complete 99%	Geary Co. RWD #4 8425 Quarry Road Milford, KS 66514 Ph. 785-238-7299	Bartlett & West 230 Poyntz Avenue Manhattan, KS 66502 Ph. 785-272-2252
012410 Saline Co. KS Standpipe Ext. Contract Amount \$359,100.00 Percent Complete 10%	Saline Co. RWD #3 10501 South Simpson Rd. Assaria, KS 67416	Lochner 1823 S. Ohio St. Salina, KS 67401 Ph. 785-827-3603
012412 Craig IA 750,000 Gal. Composite Contract Amount \$2,994,997.00 Percent Complete <5%	Southern Sioux County RWS 1002 Main St. Ireton, IA 51027 Ph. 712-278-2212	DGR Engineering 1302 South Union Street Rock Rapids, IA 51246 Ph. 712-472-2531
012414 Silex MO 50,000 Gal. Pedesphere Contract Amount \$1,372,700.00 Percent Complete <5%	City of Silex 14 N. First St. Silex, MO 63377 Ph. 573-384-5959	Four Points Land Surveying & Engineering 17 Northpoint Plaza Hannibal, MO 63401 Ph. 573-406-5533
		Mark Hornberger, P.E. mghornberger@gmsengr.com
		Daniel Coltrane, P.E. dcoltrane@midwest-engineers.com
		Brian Hess, P.E. bhess@gbateam.com
		Daniel Berges, P.E. daniel.berges@bartwest.com
		Chad Lawson, P.E. clawson@hwlochner.com
		Logan Smidt Logan.smidt@dgr.com
		Kyle Pociask, P.E. kyle@fourpointssurveying.com
		<i>Awarded, Signed Contract Pending: NTP Pending</i>

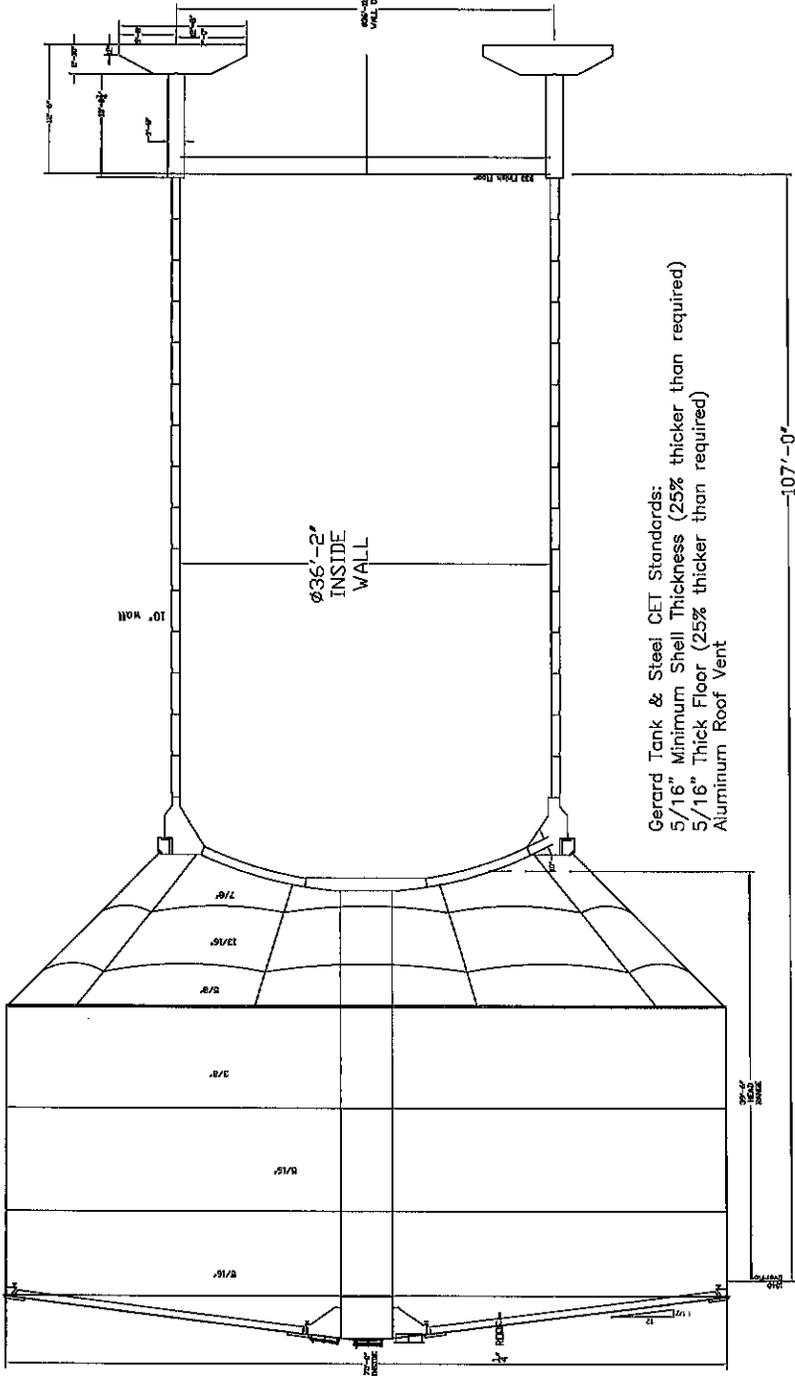
Gerard Tank & Steel, Inc. Schedule A -- Current

Project	Owner	Engineer
012415 Gainesville MO 100,000 Gal. Standpipe Contract Amount \$782,500.00 Percent Complete 10%	City of Gainesville 208 4th St. Gainesville, MO 65655 Ph. 417-679-4858	Toth & Associates, Inc. 1550 E. Republic Road Springfield, MO 65804 Ph. 417-888-0645 Radu Mariuta, P.E. rmariuta@tothassociates.com <i>Contract Signed; NTP Pending</i>
012416 Urich MO 50,000 Gal. Pedesphere Contract Amount \$1,772,976.00 Percent Complete <5%	City of Urich 308 N. Main Street Urich, MO 64788 Ph. 660-638-4813	Great River Engineering 2826 S. Ingram Mill Road Springfield, MO 65804 Ph. 417-886-7171 Connie Walden, P.E. cwalden@greatriv.com <i>Awarded; Signed Contract Pending; NTP Pending</i>
012501 Love Co. OK 300,000 Gal. Pedesphere Contract Amount \$2,303,715.00 Percent Complete <5%	Love Co. OK RWD #2 405 West Main, Suite 203 Marietta, OK 73448 Ph. 580-276-3059	Barker & Associates, Inc. 3902 W. University Blvd. Durant, OK 74701 Ph. 580-931-9045 H. Wayne Barker, P.E. wbarker@barkerengineers.com
012502 Garden City KS 1MG Composite "Jameson Tower" Contract Amount \$3,600,000.00 Percent Complete <5%	City of Garden City 301 N. 8th St., P.O. Box 998 Garden City, KS 67846 Ph. 620-276-1170	Wilson and Company, Inc. 1700 E. Iron Ave. Salina, KS 67401 Ph. 785-827-0433 Travis Hamel, P.E. travis.hamel@wilsonco.com <i>Contract Signed; NTP Pending</i>
012503 Marion IA 1MG Composite "Lucore Road Tank" Contract Amount \$3,600,000.00 Percent Complete <5%	Marion Municipal Water Dept. 3050 5th Avenue Marion, IA 52302 Ph. 319-743-6310	Veenstra & Kimm, Inc. 2600 University Parkway, Suite 1 Coralville, IA 52241 Ph. 319-466-1000 Dave Schechinger, P.E. dschechinger@v-k.net <i>Contract Signed; NTP Pending</i>
012504 Flemington MO 10 x 74 Standpipe Contract Amount \$1,277,750.00 Percent Complete <5%	Village of Flemington 3175 State Highway O Flemington, MO 65650 Ph. 417-309-3916	OWN, Inc. 3213 S. West Bypass Springfield, MO 65807 Ph. 417-866-2741 Carson Dake, E.I. cdake@wearown.com <i>Contract Signed; NTP Pending</i>
012505 Bertram TX 0.5 MG CET Contract Amount \$3,422,934.00 Percent Complete <5%	City of Bertram 110 East Vaughan St. Bertram, TX 78605 Ph. 512-355-2197	Utility Engineering Group 191 N. Union Ave. New Braunfels, TX 78130 Ph. 830-214-0521 Garry Montgomery, P.E. garrym@uegpros.com <i>Awarded; Signed Contract Pending; NTP Pending</i>

Schedule B -- Similar Experience

Project	Owner	Engineer
010001 -- Bowling Green MO 1,000,000 Gal. Fluted Pedestal Contract Amount \$1,757,905 Completed Nov. 2011	City of Bowling Green 16 West Church Bowling Green, MO 63334 Ph. 573-324-5451, Fax 573-324-2644	MECO Engineering Company, Inc. 3120 Highway W Hannibal, MO 63401 Ph. 573-221-4048, Fax 573-221-4377 Kyle T. Pociask, P.E.
018787 -- O'Neill NE 750,000 Gal. Pedesphere Contract Amount \$1,709,891 Completed Sep. 2020	City of O'Neill, NE 401 E. Freemont St. O'Neill, NE 68763 Ph. 402-336-3640	Olsson Associates 202 E. 2nd St., P.O. Box 1072 Grand Island, NE 68802-1072 Ph. 308-384-8750, Fax 308-384-8752 David Ziska, P.E. dziska@olssonassociates.com
019831 -- Norfolk NE 750,000 Gal. Pedesphere Contract Amount \$1,799,500.00 Completed Oct. 2021	City of Norfolk, NE 309 N. 5th St. Norfolk, NE 68701 Ph. 402-844-2000	Olsson Associates 202 E. 2nd St., P.O. Box 1072 Grand Island, NE 68801 Ph. 308-384-8750, Fax 308-384-8752 Joe Baxter jbaxter@olsson.com
020850 -- Osage IA 750,000 Gal. Pedesphere Contract Amount \$1,730,000.00 Completed Aug. 2022	City of Osage, IA 806 Main Street Osage, IA 60561 Ph. 641-732-3709	Short Elliott Hendrickson, Inc. 215 North Adams Avenue Mason City, IA 50401-3119 Ph. 641-424-6344 Thomas K. Madden, P.E. tmadden@sehinc.com
012301 -- Beresford SD 1MG Composite ("Hill Elev. Tank") Contract Amount \$3,347,900.00 Percent Complete 99%	South Lincoln Rural Water System 28647 472nd Ave., P.O. Box 511 Beresford, SD 57004 Ph. 605-677-9905	DGR Engineering 1302 South Union Street Rock Rapids, IA 51246 Ph. 712-472-2531 Eric Stearns, P.E. eric.stearns@dgr.com

REVISIONS



Foundation estimated quantities:
 Concrete 195 cu yds
 Reinforcing 8 tons

Gerard Tank & Steel CET Standards:
 5/16" Minimum Shell Thickness (25% thicker than required)
 5/16" Thick Floor (25% thicker than required)
 Aluminum Roof Vent

THIS DRAWING IS THE PROPERTY OF GERARD TANK & STEEL, INC. AND SHALL NOT BE REPRODUCED OR COPIED OR USED IN WHOLE OR IN PART TO FURNISH ANY INFORMATION FOR MAKING OF DRAWINGS OR FOR MANUFACTURE OR SALE OF EQUIPMENT REPRESENTED THEREON WITHOUT WRITTEN PERMISSION OF GERARD TANK & STEEL, INC.

GERARD
 TANK & STEEL, INC.
 1540 EAST 11TH STREET
 CONCORDIA, KS 66901
 785-243-3895

Grain Valley MO
 1m Gallon CET

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED

SUBJECT	###
CUST. NO.	
SIZE	
DR. NG	CK
APPR. BY	
DATE	6/18/25
SCALE	NTS
WT	
SHEET #	OF ##

REV	
GROUP	B
DWG NO.	REBID
CODE	

No. F00294883



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Authority

WHEREAS, GERARD TANK & STEEL, INC.

(using in Missouri the name GERARD TANK & STEEL, INC.)

incorporated under the Laws of the State of KANSAS for a term

of PERPETUAL years and now in existence and in good standing in said State has filed in the office of the Secretary of State, duly authenticated evidence of its incorporation, as provided by law, and has, in all respects, complied with the requirements of General and Business Corporation Law governing Foreign Corporations;

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify that said corporation is from the date hereof duly authorized to carry on the business of _____

SEE APPLICATION

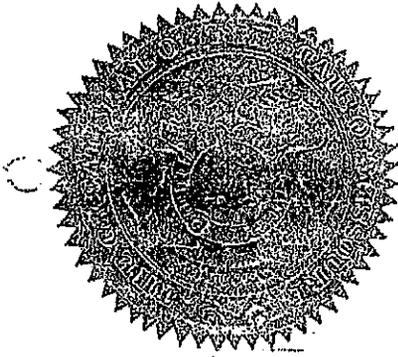
_____ in the State of Missouri, and is entitled to all rights and privileges granted to Foreign Corporations under The General and Business Corporation Law; that the entire amount of its stated capital and surplus is \$17,300

and \$17,300 of the amount of stated capital of said corporation is represented by

1,730 SHARES COMMON @ \$10.00 PAR

that the proportion of stated capital and surplus represented in Missouri is \$ 2,818.66

and that its registered office in Missouri is located at 1900 ERTS, NORTH KANSAS CTY 64116



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 29TH day of OCTOBER, 19 86.

Roy D. Blunt
Secretary of State

RECEIVED OF: GERARD TANK & STEEL, INC.

SEVENTY AND NO/100 Dollars, \$ 70.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

No. F00294883

Denny Hoskins

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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Gen. Business - For Profit Details as of 6/23/2025

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

To terminate an entity two documents are required:

General Business and Nonprofit-- Articles of Dissolution followed by Articles of Termination

Limited Liability Companies-- Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO SEARCH RESULTS](#)

Create Filing

[FILE ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES/ CERTIFICATES](#)

General Information:

Filings | Principal Office Address | Contact(s)

Name(s) **GERARD TANK & STEEL, INC.**

Principal Office Address **1540 E 11th St
Concordia, KS 66901-6800**

Type **Gen. Business - For Profit**

Charter No. **F00294883**

Domesticity **Foreign**

Home State **KS**

Registered Agent **INCORP SERVICES, INC.
1531 E Bradford Pkwy
Ste 200
Springfield, MO 65804-6564**

Status **Good Standing**

Date Formed **10/29/1986**

Duration **2081-03-30**

Report Due **4/30/2026**

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



GERARD
TANK & STEEL, INC.
SINCE 1979

P.O. Box 513
1540 East 11th Street
Concordia, KS 66901
Ph. 785-243-3895
Fax 785-243-1804

June 23, 2025

Re: City of Grain Valley, MO – Re-Bid
Water Tower Upgrade – 1-Million Gallon Composite Elevated Storage Tank
Project #23005898.00
Bid Form – Attachment M. – Covenant to Obtain License

Gerard Tank & Steel, Inc., a Kansas corporation, hereby agrees and promises to obtain a Missouri State Contractor's License if required for the above referenced project, and to abide by any and all requirements to do business in the State of Missouri. Such license, if required, shall be obtained prior to the commencement of any work awarded.

Gerard Tank & Steel, Inc.



L. Joe Gerard
President

BIDDING REQUIREMENTS

Document 00 43 25 - Proposed Product Substitutions

1.01 The Total Base Bid Amount includes only those products specified in the Bidding Documents. Following is a list of substitute products which Bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Total Bid Amount.

1.02 Bidder understands that the acceptance of any proposed substitution is at the Owner's option. Approval or rejection of any substitutions listed below will be indicated after executing the Contract.

1.03 PRODUCT SUBSTITUTION LIST

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
Not Applicable		

1.04 Bidder's proposal shall be in accordance with the provisions of Section 01 60 00 - Product Requirements.

1.05 EVALUATION

A. Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.

1.06 SIGNATURE OF BIDDER

Gerard Tank & Steel, Inc.

Individual or Corporate Name

By



L. Joe Gerard, President

Address

1540 East 11th Street

Concordia, KS 66901

END OF DOCUMENT 00 43 25

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Ordinances

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

MEETING DATE	08/11/2025, 08/25/2025	
BILL NUMBER	B25-12	
AGENDA TITLE	AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS	
REQUESTING DEPARTMENT	Legal	
PRESENTER	Lauber Municipal Law	
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 stay in compliance with the rules set forth by the Missouri Ethics Commission	
BACKGROUND	The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. This ordinance establishes a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.	
SPECIAL NOTES	The Missouri Ethics Commission requires the City pass an ordinance biennially.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance
---	-----------

BILL NO. B25-12

ORDINANCE NO.
SECOND READING
FIRST READING

August 11, 2025 (6-0)

**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI, TO ESTABLISH A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL
INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS**

WHEREAS, The Missouri Ethics Commission has the statutory authority to ensure Financial Disclosure requirements are completed, which includes the re-adoption (biennially), of the method for disclosing potential conflicts of interest, and

WHEREAS, The elected officials of Grain Valley believe in the accountability to its citizens, and

WHEREAS, In furtherance of this commitment and the beliefs in the honesty and integrity of Grain Valley Elected Leaders and its Employees.

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

Section 1. Declaration of Policy:

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interests:

a. All elected and appointed officials as well as employees of a political subdivision must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.

b. The Mayor or any member of the Board of Aldermen, who has a substantial personal or private interest, in any measure, bill, order or ordinance proposed or pending before such governing body, shall disclose on the records of the Board of Aldermen the nature of his/her interest and shall disqualify himself/herself from voting on any matters relating to this interest. Substantial personal or private interest is defined as ownership by the individual, his/her spouse, or his/her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports:

Each elected official, the chief administrative officer, the chief purchasing officer and the general counsel (if employed full-time) shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer and the chief purchasing officer shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of \$1,000 or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he/she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports:

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;
 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. The reports giving the financial information required in Section 3 shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 6. Filing of Ordinance:

The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section 7. Effective Date:

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

Read two times and PASSED by the Board of Aldermen this ____ day of August, 2025, the aye and nay votes being recorded as follows:

ALDERMAN SOLE	_____	ALDERMAN BRAY	_____
ALDERMAN MYERS	_____	ALDERMAN KNOX	_____
ALDERMAN LIMBERG	_____	ALDERMAN SKINNER	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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

MEETING DATE	08/25/2025	
BILL NUMBER	B25-13	
AGENDA TITLE	AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A REAL ESTATE DONATION AGREEMENT AND ACCEPT THE PROPERTY ON BEHALF OF THE CITY OF GRAIN VALLEY, MISSOURI	
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 accept the donation of real property to the City in order to ensure proper maintenance, preservation and use of the parcel.	
BACKGROUND	The parcel proposed for donation is located off the downtown alleyway and has been part of ongoing discussions with the City regarding future ownership and maintenance. The original property owner had engaged in preliminary conversations with the City prior to their unexpected passing. Since that time, the City has continued discussions with the owner's trust to finalize the conveyance. The parcel is currently in poor condition, and City ownership will allow for appropriate upkeep and management in the best interest of the surrounding community.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Donation Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B25-13

ORDINANCE NO.
SECOND READING
FIRST READING

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A
REAL ESTATE DONATION AGREEMENT AND ACCEPT THE PROPERTY ON BEHALF OF
THE CITY OF GRAIN VALLEY, MISSOURI**

WHEREAS, the property owners at 513 NW Gregg St., Grain Valley, Missouri, have offered to donate to the City approximately 6,098 sq. ft of land located in the City of Grain Valley, Missouri (the "Property"); and

WHEREAS, the City of Grain Valley desires to accept the donation of the Property.

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

SECTION 1. That the Real Estate Donation Agreement by and between Cecelia I. Kissick, an individual (the "Donator"), and The City of Grain Valley, Missouri, a fourth-class City (the "City"), in substantially the same form which is attached hereto, is hereby approved. The City Administrator is hereby authorized to sign the agreement and to perform all acts necessary to acquire ownership of the property legally described in the agreement. That this Ordinance shall be in full force and effect immediately upon its passage by the Board of Aldermen.

SECTION 2. That this ordinance shall take effect from and after its passage.

Read two times and PASSED by the Board of Aldermen this ___ day of August, 2025, the aye and nay votes being recorded as follows:

ALDERMAN BRAY _____
ALDERMAN LIMBERG _____
ALDERMAN SKINNER _____

ALDERMAN KNOX _____
ALDERMAN MYERS _____
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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REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this “Agreement”) is made this _____ day of _____, 2025, by and between, Cecelia I. Kissick (the “Donator”), and **THE CITY OF GRAIN VALLEY, MISSOURI**, a fourth-class City (the “City”).

1. **Property:** By signature of this Agreement, the Donator agrees to donate to the City all that property generally located at 513 NW Gregg St., Grain Valley, Missouri, described in **EXHIBIT A**, Legal Description of Property, attached hereto and incorporated herein, in fee simple to the City. This property shall hereafter be referred to as the “**Property**”.
2. **Taxes:** The Donator shall promptly pay and discharge as same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for in respect of the Property and improvements thereon until title to the Property is transferred to the City (the “Conveyance Date”).
3. **Title to Property:** The Donator shall convey title to the Property to the City on the Conveyance Date.
4. **Closing:** Provided that the City has not otherwise terminated this Agreement, the Donator shall transfer the Property to the City within 30 days after this Agreement is approved by the parties. The Conveyance Date may be changed upon written agreement of the Donator and the City. Donator desires to make a charitable contribution to the City as defined in the Internal Revenue Code by contributing the Property to the City. At such time as requested by the Donator, the City will complete and sign Part IV of IRS Form 8283 acknowledging the charitable contribution and provide any other documentation reasonably necessary to facilitate Donator’s intent. City makes no representations as to the tax consequences of the transaction contemplated here and has not given the Donor any tax advice. City represents and warrants that it is a governmental unit or political subdivision for the purposes of Section 170 (c)(1) of the Internal Revenue Service Code.
5. **Deed:** Donator shall convey title to the Property to the City by special warranty deed, a title good in fact and in substantially the form which is attached hereto as **EXHIBIT B** and incorporated herein. Upon receipt of the conveyance document, the City shall record the special warranty deed with the Jackson County Recorder of Deeds office.
6. **Other Insurance.** Casualty or any other insurance may be purchased at the discretion and sole expense of the City.
7. **Warranties.** Donator warrants and represents to the City and to City’s successors and assigns that:

- a) Donator is the fee owner of the Property and the Property is, and will be, free of all liens, redemptive rights, assessments, interests, and encumbrances; and
- b) No mechanic's or other liens are, or will be at closing, assertable as a lien on the Property.

The warranties, representations and agreements of Donator contained in this Agreement shall survive each closing. City shall have no obligation to close unless each of the above warranties and representations of Donator are true and correct in all material respects at the time of each closing.

- 8. Inspection Rights. City shall have no obligation to close unless City, at its expense, shall have been able to, on or before the Closing Date, perform such inspections of the Property as City deems appropriate to confirm that same is in the condition as was contemplated by the City, in its sole judgment.
- 9. Notices: Any notice hereunder shall be sufficient if sent by registered or certified mail, addressed as follows. Generally correspondence between the parties may occur via email.

If to the City: City of Grain Valley
 c/o Mr. Ken Murphy, City Administrator
 711 Main Street
 Grain Valley, MO 64029
 (816) 847-6200
 kmurphy@cityofgrainvalley.org

If to the Donator: Cecelia I. Kissick
 25 Le Mans Court
 Prairie Village, KS 66208

- 10. Rights and Remedies Cumulative: The rights and remedies reserved by the Donator and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Donator and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereof, notwithstanding availability of any adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.
- 11. Waiver: No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach or any other covenant or agreement.
- 12. Possession. Full possession of the Property shall be delivered to the City on the Conveyance Date.

13. Law Governing. This Agreement shall be governed by the laws of the State of Missouri.
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
15. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Donator and City.
16. Entire Agreement: This Agreement contains the entire agreements between the parties and no modification of this Agreement shall be binding upon the parties unless evidenced by agreement in writing, signed by the City and the Donator after the date hereof.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

By: _____
Cecelia I. Kissick

THE CITY OF GRAIN VALLEY, MISSOURI

By: _____
Michael Todd, Mayor

ATTEST:

By: _____
Jamie Logan, City Clerk

EXHIBIT A

Legal Description of Property

Jackson County Parcel No: 37-820-10-02-02-1-00-000

Address: 513 NW Gregg St.
Grain Valley, MO 64029

GRAVES & ASHCRAFT'S ADD E 60' OF LOTS 19 & 20 BLK 1

EXHIBIT B

Special Warranty Deed

(See Attached)

SPECIAL WARRANTY DEED

This DEED, made and entered into by and between **Cecelia I. Kissick**, an individual (“Grantor”), whose mailing address is 25 Le Mans Court, Prairie Village, KS 66208 and the **CITY OF GRAIN VALLEY, MISSOURI**, a municipal corporation (“Grantee”), whose mailing address is 711 Main Street, Grain Valley, MO 64029;

Witnesseth; Grantor does hereby Convey to Grantee, and Grantee's heirs and assigns, the following described real property in Jackson County, Missouri, to-wit:

GRAVES & ASHCRAFT'S ADD E 60' OF LOTS 19 & 20 BLK 1

To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee's successors and assigns, forever;

And the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same; that these premises are free from all encumbrances except there are storm drains on the Property to consider when or if the Property is developed, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

Witness the hand of the Grantor this _____ day of _____, 2025.

Grantor:

By: _____
Cecelia I. Kissick

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared Cecelia I. Kissick, to me personally known, who, being by me duly sworn, did say that she is one of the owners of the property and that she hereby acknowledges said instrument to be her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public