CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

MAY 27, 2020
7:00 P.M.

OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE
DIAL IN: (312) 626-6799 | MEETING ID: 840 8812 2756 | PASSWORD: 016522

ITEM I: CALL TO ORDER
• Mayor Mike Todd

ITEM II: ROLL CALL
• City Clerk Jamie Logan

ITEM III: APPROVAL OF AGENDA
• City Administrator Ken Murphy

ITEM IV: PROCLAMATIONS
• None

ITEM V: CONSENT AGENDA
• May 11, 2020 – Board of Aldermen Regular Meeting Minutes
• May 27, 2020 – Accounts Payable
• Village of Grain Valley CID Resolution 2020-03

ITEM VI: PREVIOUS BUSINESS
• None

ITEM VII: NEW BUSINESS
• None

ITEM VIII: PRESENTATIONS
• None

ITEM IX: PUBLIC HEARING
• None
ITEM X: ORDINANCES

ITEM X (A)  B20-09
An Ordinance Changing the Zoning on Approximately 3.1 Acres from
District C-2 (General Business) to District M-1 (Light Industrial)
2ND READ
To allow custom manufacturing

ITEM X (B)  B20-10
An Ordinance Approving a Conditional Use Permit for a Medical
Marijuana Cultivation Facility on Approximately 6 Acres
2ND READ
To operate a medical marijuana cultivation facility on approximately 6 acres

ITEM X (C)  B20-11
An Ordinance Approving the Final Plat of Black Industries
1ST READ
To gain final plat approval for Black Industries

ITEM X (D)  B20-12
An Ordinance Approving the Final Development Plan for the Lofts at Old
Towne Market Place and the Final Plat of Old Towne Market Place 12th
Plat
1ST READ
To gain final development plan and final plat approval for the Lofts at Old
Towne Market Place

ITEM XI: RESOLUTIONS

ITEM XI (A)  R20-30
A Resolution by the Board of Aldermen of the City of Grain Valley,
Reappointing Becky Gray, Charles Harris and Jared English to the Grain
Valley Parks and Recreation Board for Three-Year Terms
To maintain the 9 seats on the Grain Valley Parks & Recreation Board

ITEM XI (B)  R20-31
A Resolution by the Board of Aldermen of the City of Grain Valley,
Missouri Reappointing Mike Switzer & Justin Tyson to the Industrial
Development Authority Corporation of the City of Grain Valley, Missouri
for Six-Year Terms
To maintain full membership on the Industrial Development Authority
Corporation
ITEM XI (C) A Resolution by the Board of Aldermen of the City of Grain Valley
R20-32 Authorizing the City Administrator to Enter into an Agreement with
Stanger Industries, Inc. for HVAC Preventative Maintenance/Services

To approve the contract with Stanger Industries, Inc to provide HVAC and
mechanical services on City owned buildings and equipment

ITEM XI (D) A Resolution by the Board of Aldermen of the City of Grain Valley
R20-33 Authorizing the City Administrator to Enter into an Agreement with A
& A Electrical, Inc. for Electrical Service (as Needed)

To approve the contract with A & A Electrical, Inc to provide electrical
services (as needed) on City owned buildings and equipment

ITEM XI (E) A Resolution by the Board of Aldermen of the City of Grain Valley
R20-34 Authorizing the City Administrator to Enter into an Agreement with
Summit General Contracting, LLC. for Building Maintenance (as Needed)

To approve the contract with Summit General Contracting, LLC. to provide
building maintenance services (as needed) on City owned buildings and equipment

ITEM XII: CITY ATTORNEY REPORT
• City Attorney

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS
• City Administrator Ken Murphy
• Deputy City Administrator Theresa Osenbaugh
• Chief of Police James Beale
• Finance Director Steven Craig
• Parks & Recreation Director Shannon Davies
• Community Development Director Mark Trosen
• City Clerk Jamie Logan

ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS
• Alderman Shea Bass
• Alderman Tom Cleaver
• Alderman Bob Headley
• Alderman Jayci Stratton
• Alderman Nancy Totton
• Alderman Yolanda West
ITEM XV:  MAYOR REPORT
• Mayor Mike Todd

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

ITEM XVII:  ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON JUNE 8, 2020 AT 7:00 P.M. THE MEETING WILL BE HELD VIA ZOOM CONFERENCE CALL.

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING.

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS.

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211.
Consent
Agenda
ITEM I: CALL TO ORDER
• The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on May 11, 2020 at 7:00 p.m. via video conference of the elected officials as a result of the social distancing/Stay at home order due to the COVID-19 pandemic
• The meeting was called to order by Mayor Todd

ITEM II: ROLL CALL
• City Clerk Jamie Logan called roll
• Present via video conference: Bass, Cleaver, Headley, Stratton, Totton, West
• Absent:

-QUORUM PRESENT-

ITEM III: APPROVAL OF AGENDA
• No Changes

ITEM IV: PROCLAMATIONS
• None

ITEM V: CONSENT AGENDA
• April 27, 2020 – Board of Aldermen Regular Meeting Minutes
• May 11, 2020 – Accounts Payable
• Alderman West made a Motion to Approve the Consent Agenda
• The Motion was Seconded by Alderman Stratton
  o No Discussion
• Motion to Approve the Consent Agenda was voted on with the following voice vote:
  o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  o Nay: None
  o Abstain: None

-MOTION APPROVED: 6-0-

ITEM VI: PREVIOUS BUSINESS
• Liquor License Request QuikTrip; Only missing the County Liquor license, but it has been shut down due to COVID-19; will wait to receive before we issue the license
• Mayor requested a motion to approve the liquor license
• Alderman West made a Motion to Approve the liquor license
• The Motion was Seconded by Alderman Cleaver
• Motion to Approve the liquor license for QuikTrip was voted on with the following voice vote:
  o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  o Nay: None
  o Abstain: None

-MOTION APPROVED: 6-0-

ITEM VII: NEW BUSINESS
• None

ITEM VIII: PRESENTATIONS
• None

ITEM IX: PUBLIC HEARING

-Mayor Todd Opened the Public Hearing for Craig Rookstool- CR Aerospace, LLC at 7:02 p.m.-

• Community Development Director Trosen provided summary; Currently zoned C-2; previously used by a church, enough parking spaces to accommodate employees and patrons; This is customized manufacturing which is not allowed in C-2, but is allowed in M-1; this would be consistent with character and intent of preferred land use plan for the city; Public notice was provided and letters to those surrounding the proposed businesses site within 185 feet of the proposed change of zoning area; Staff recommends approval to M-1 light industrial
• Alderman Cleaver asked if the existing structure would be torn down; Per Mr. Rookstool, they will not be tearing down and using as is with only remodeling interior and electrical upgrades

Mayor Todd opened the floor to citizens for comment:
• No Comments

-Mayor Todd Closed the Public Hearing for Craig Rookstool- CR Aerospace, LLC at 7:07 p.m.-
Mayor Todd opened the Public Hearing for Missouri Made Marijuana, LLC at 7:07 p.m.-

- Community Development Director Trosen stated this would be on the South Outerbelt Road; licensed by Department of Health & Senior Services; Cultivation will take place on three fully enclosed buildings on site; Zoned M-1 and follows all conditions per our City ordinance regarding cultivation facilities; Proposing to add a public street which would dead end at the entrance of Penny’s concrete; City recommended wrought iron fence vs. chain link for aesthetic purposes; additional landscape along the new public street; CJC FPD reviewed and provided recommendations; Applicant provided security plans and disposal plan as well as a custom air cleaning system; Public Notice provided by letter of property owners of record within 185 feet and the Examiner; P&Z commission approved
- Alderman Cleaver asked how many employees will be on-site; Steven Lucas attorney for MMM; doesn’t know exact number; Judd Claussen with Phelps engineering said 15 EEs per shift on first building and each additional building would be an additional 15 people (45 people total); Phase I would start very soon once permits in place
- Alderman Stratton asked what background checks employees would go through; Mr. Robert Black with MMM stated each EE has a work permit which includes background investigation, photo id with fingerprint/id card as well as approved by the state of MO
- Alderman Headley asked Mr. Black to share his history with this type of business; is a real estate/broker dealer; He’s been in hotel/casino business and it is highly regulated as well; They were 1 of 45 people awarded license in 2014 & have been operating since then 2 dispensaries, 1 grow/manufacturing facility; Have learned a lot through experience; it is very sophisticated; Access to facility is highly secure and they know if someone a few feet of their fences; Been at this 6 ½ years up until COVID virus; hope to operate within Grain Valley and MO State’s rules
- Steven Lucas said they are seeking approval following all 5 conditions provided
- Alderman Bass said thank you for choosing Grain Valley; asked for hours of operation; 24/7
- Alderman Stratton; how did they choose Grain Valley; Mr. Black said they wanted to be on a major freeway and close to Kansas City, but smaller City where they could be secluded and good neighbors and like the location and they were hoping others wouldn’t pick our City

Mayor Todd opened the floor to citizens for comment:

- Any comments here
- Mayor Todd Closed the Public Hearing for Missouri Made Marijuana, LLC at 7:24 p.m.-

ITEM X: ORDINANCES

**Bill No. B20-09:** An Ordinance Changing the Zoning on Approximately 3.1 Acres from District C-2 (General Business) to District M-1 (Light Industrial)

- Alderman Headley moved to make the first reading by title only of Bill No. B20-09
- The Motion was Seconded by Alderman Totton
  - No Discussion
- Motion to make the first reading of Bill No. B20-09 was voted upon with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: None
  - Abstain: None
  - Motion Approved: 6-0-

*Bill No. B20-09 was read by City Attorney Jeff Deane*

**Bill No. B20-09:** An Ordinance Changing the Zoning on Approximately 3.1 Acres from District C-2 (General Business) to District M-1 (Light Industrial)

- Alderman Headley moved to accept the first reading of Bill No. B20-09 bringing it back for a second reading by title only at the next meeting
- The Motion was Seconded by Alderman Totton
  - No discussion
- The motion was voted on with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: None
  - Abstain: None

-Bill No. B20-09 Approved for a Second Reading: 6-0-
Bill No. B20-10: An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Cultivation Facility on Approximately 6 Acres

- Alderman Headley moved to make the first reading by title only of Bill No. B20-10
- The Motion was Seconded by Alderman Totton
  - First read based off the public hearing that was just heard
- Motion to make the first reading of Bill No. B20-10 was voted upon with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: None
  - Abstain: None

-Motion Approved: 6-0-

Bill No. B20-10 was read by City Attorney Jeff Deane

Bill No. B20-10: An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Cultivation Facility on Approximately 6 Acres

- Alderman Headley moved to accept the first reading of Bill No. B20-10 bringing it back for a second reading by title only at the next meeting
- The Motion was Seconded by Alderman Totton
- The motion was voted on with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: None
  - Abstain: None

-Bill No. B20-10 Approved for a Second Reading: 6-0-

ITEM XI: RESOLUTIONS

Resolution No. R20-29: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase a Hurco SD 800 Valve Exerciser, Extended Reach Option, and Hydraulic Power Pack

- Alderman Headley motioned to approve Resolution No. R20-29
- The Motion was Seconded by Alderman West
  - Maintenance program on an annual basis in public works which includes fire
hydrants and these get “exercised” to make sure they work properly; This will have a longer reach than prior equipment; came in under budget

- Resolution No. R20-29 was voted upon with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: None
  - Abstain: None

-Resolution No. R20-29 Approved: 6-0-

ITEM XII: CITY ATTORNEY REPORT

- Jeff Deane welcomed Kelly St. John to their team; she was a law clerk from Jackson County; Reminded Board that due to COVID, the city officials trainings have been rescheduled and they will send out a flyer once all dates confirmed; July 31 at MPR and June dates in other cities

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - None
- Chief James Beale
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - With COVID-19 there has been an operational impact and the only thing open are the trails; playgrounds, fields, shelters, restrooms, & community center are all still closed; they are working on reopening plan and have been submitted to Health Department for approval; youth sports still not allowed in this early phase; hoping they can still have a season, but waiting for approval from County Health Department; how will they minimize numbers of kids, disinfecting, social distancing, etc.; several surrounding communities have cancelled their seasons; waiting to see what the interleague participants are doing
  - Normally the aquatic center would open in a few weeks and this year, doubtful that will happen at that point; waiting for number of people threshold will be updated before making a decision
If a citizen has asked for a refund for the season, they are immediately refunding those fees and then when and if they have to cancel the season they will refund then. City Administrator Murphy shared they will continue to share information as we receive it regarding COVID; hoping to resume in person meetings in June.

Community Development Director Mark Trosen
  Written Report

City Clerk Jamie Logan
  None

ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS

Alderman Shea Bass
  None

Alderman Tom Cleaver
  None

Alderman Bob Headley
  None

Alderman Jayci Stratton
  None

Alderman Nancy Totton
  None

Alderman Yolanda West
  None

ITEM XV: MAYOR REPORT

Mayor Mike Todd
  If you are confused regarding COVID phase I or stay at home orders, we are all in the same boat as things are changing rapidly; social media is updated as fast as we learn information.

ITEM XVI: EXECUTIVE SESSION

None

ITEM XIX: ADJOURNMENT

The meeting adjourned at 7:39 P.M.
Minutes submitted by:

Jamie Logan
City Clerk

Minutes approved by:

Mike Todd
Mayor

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Parks and Recreation Director Shannon Davies
Community Development Director Mark Trosen
City Clerk Jamie Logan
City Attorney Jeffrey Deane
City Attorney Kelly St. John
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**TOTAL:** 2,234.24

**FUND TOTALS**

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<td>600 WATER/SEWER FUND</td>
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<td>999 POOLED CASH FUND</td>
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**GRAND TOTAL:** 341,506.18

TOTAL PAGES: 13
SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET:  01-CITY OF GRAIN VALLEY
VENDOR:      All
CLASSIFICATION:  All
BANK CODE:   All
ITEM DATE:   5/02/2020 THRU 5/15/2020
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: COUNCIL REPORT
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES
RESOLUTION NO. 2020-03

THE VILLAGE OF GRAIN VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE VILLAGE OF GRAIN VALLEY COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING A SLATE OF TWO DIRECTORS TO BE SUBMITTED TO THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI FOR APPOINTMENT AND CONSENT TO APPOINTMENT TO THE BOARD OF DIRECTORS OF THE DISTRICT.

WHEREAS, the Board of Directors of the District desires to recommend for approval for appointment by the Mayor of the City of Grain Valley, and the consent thereto by the Board of Alderman of the City of Grain Valley, two successor District Board Members in accordance with the District’s Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District as follows:

1. That the Board recommends re-appointment of Board Member Andrew Herman, whose initial term has expired, and the appointment of new Board Member Steven Craig, to replace former Board Member Cathy Bowden, and asking that such persons be appointed by the Mayor and consented to by the Board of Aldermen as Successor Directors of the District Board, each to a four year term.

This resolution shall take effect immediately.

Adopted this 30th day of April, 2020.

[Signature]
Harold Robert Herman, Jr., Chairman

ATTEST:

[Signature]
Nancy Herman, Secretary
Ordinances
# CITY OF GRAIN VALLEY
# BOARD OF ALDERMEN AGENDA ITEM

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>5/11/2020, 5/27/2020</th>
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<tbody>
<tr>
<td>BILL NUMBER</td>
<td>B20-09</td>
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<tr>
<td>AGENDA TITLE</td>
<td>AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 3.1 ACRES FROM DISTRICT C-2 (GENERAL BUSINESS) TO DISTRICT M-1 (LIGHT INDUSTRIAL).</td>
</tr>
<tr>
<td>REQUESTING DEPARTMENT</td>
<td>COMMUNITY DEVELOPMENT DEPARTMENT</td>
</tr>
<tr>
<td>PRESENTER</td>
<td>Mark Trosen, Community Development Director</td>
</tr>
<tr>
<td>FISCAL INFORMATION</td>
<td>Cost as recommended: N/A</td>
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<td>Budget Line Item: N/A</td>
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<td>Balance Available: N/A</td>
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<tr>
<td></td>
<td>New Appropriation Required: [ ] Yes [ X ] No</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>To allow custom manufacturing</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>AvidAir International has been in business for over 28 years in Lee’s Summit, Missouri. Mr. Craig Rookstool wishes to move business to Grain Valley. AvidAir has been successful in overhauling and repairing compressor case assemblies in aircraft helicopters.</td>
</tr>
<tr>
<td>SPECIAL NOTES</td>
<td>The surrounding property is zoned District M-1. In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be Business Park. The rezoning and proposed land use would be consistent with the character and intent of the preferred land use plan for the City.</td>
</tr>
<tr>
<td>ANALYSIS</td>
<td>Please refer to Staff Report</td>
</tr>
<tr>
<td>PUBLIC INFORMATION PROCESS</td>
<td>Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the rezoning area were notified by letter.</td>
</tr>
<tr>
<td>BOARD OR COMMISSION RECOMMENDATION</td>
<td>The Planning and Zoning Commission held a public hearing on Wednesday, March 11, 2020. The Commission unanimously recommended approval on the change of zoning</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>DEPARTMENT RECOMMENDATION</td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td>REFERENCE DOCUMENTS ATTACHED</td>
<td>Ordinance, Application, Project Narrative, Staff Report, Article, Certificate of Survey, Aerial Map</td>
</tr>
</tbody>
</table>
AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 3.1 ACRES FROM DISTRICT C-2 (GENERAL BUSINESS) TO DISTRICT M-1 (LIGHT INDUSTRIAL).

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

WHEREAS, a public hearing was held on March 11, 2020 in which the Planning and Zoning Commission unanimously recommended approval of the zoning change to District M-1 (Light Industrial) on approximately 3.1 acres generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive, aka 1206 Pavilion Drive; and

WHEREAS, a public hearing concerning said matter was held at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on April 13, 2020; and

WHEREAS, in reviewing the City’s 2014 Comprehensive Plan, the proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range land use plan; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable.

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

SECTION 1: The zoning for the property generally described below is hereby established as District M-1 (Light Industrial):

Legal Description:
Commencing at the Southwest Corner of the Southeast Quarter of Section 28, Township 49, Range 30, in Blue Springs, Jackson County, Missouri; Thence along the west line of the Southeast Quarter of said Section 28, North 00 Degrees 43 Minutes 33 Seconds West (This Bearing and All Following Bearings Being Based On The Centerline of Survey For Interstate Highway 70 As having A Bearing Of North 83 Degrees 29 Minutes 15 Seconds West), 287.97 feet to a point; Thence North 89 Degrees 58 Minutes 45 Seconds 45 Seconds West, 916.83 Feet To A Point of the East Line of Blue Springs City Limits, Said Point Being On The West line of Grain Valley City Limits and the Point Of Beginning; Thence Along The West City Limits Line of Grain Valley, North 00 Degrees 06 Minutes 06 Seconds West, 215.62 Feet; Thence Continuing Along
Said City Limits Line, North 30 Degrees 15 Minutes 26 Seconds West, 74.39 Feet; Thence Continuing Along Said City Limits Line, North 05 Degrees 59 Minutes 32 Seconds East, 307.45 Feet To A Point On The Southerly Right Of Way Line of Interstate Highway 70, As Now Established; Thence Along the Southerly Right Of Line, South 83 Degrees 29 Minutes 15 Seconds East 233.34 Feet To A Point On The East Line Of The West 70 Acres Of The Southeast Quarter Of Said Section 28; Thence South, Along The East Line Of The West 70 Acres of the Southeast Quarter Of Said Section 28, South 00 Degrees 31 Minutes 38 Seconds East, 599.12 Feet; Thence South 89 Degrees 58 Minutes 45 Seconds West, 231. 21 Feet To The Point Of Beginning. AKA 1206 Pavilion Drive.

SECTION 2: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read two times and PASSED by the Board of Aldermen this ___day of________, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS
ALDERMAN HEADLEY
ALDERMAN TOTTEN
ALDERMAN CLEAVER
ALDERMAN STRATTON
ALDERMAN WEST

Mayor ___________________ (in the event of a tie only)

Approved as to form:

__________________________________         ________________________
Lauber Municipal Law                  Mike Todd
City Attorney                         Mayor

ATTEST:

__________________________________
Jamie Logan
City Clerk
PLANNING & ZONING APPLICATION

PROJECT INFORMATION

Location: 1206 N. PAVILION

Subdivision: Lot #: Zoning District:

Description of Request: CHANGE CZ TO MJ

APPLICANT INFORMATION

Name: CRAIG ROOKE

Company: CR AEROSPACE, LLC DBA AVIAIR INTERNATIONAL

Address: 212 NE MAIN ST, UNIT D LEES SUMMIT, MO 64063

Telephone: 816-246-4587 Fax: 816-246-5341 E-mail: CRAIG@AVIAIR.COM

Property Owner: DISCOVERY CHURCH OF BLUE SPRINGS

Additional Contact(s):

Type of Application: Check Type & Submit Corresponding Requirements

- Rezoning 1 2 5 10 11 14
- Ordinance Amendment 10
- Special/Conditional Use Permit 1 2 10 14
- Temporary Use Permit 1 10 14
- Preliminary Plat 1 3 4 14
- Final Plat 1 6 12 13 14 15
- Preliminary Development/Site Plan 1 3 5 8 9 14
- Final Development/Site Plan 1 7 8 9 14 15
- Site Plan 1 7 8 9 12 14 15
- Vacation of Right-of-way or Easement 1 14 16 17
- Future Land Use Map (Refer to page 9)

Submittal Requirement List:

1. Legal description of subject property
2. Map depicting general location of site
3. Summary Site Analysis depicting current character of site
4. Preliminary Plat (3 full size copies)
5. Preliminary Development/ Site Plan (6 copies)
6. Final Plat (6 copies)
7. Final Development/ Site Plan (6 copies)
8. Landscaping Plan (6 copies)
9. Building Elevations (6 copies)
10. Written description of the proposal
11. List of property owners within 185 feet
12. Construction plans for all public works improvements (6 copies)
13. Copies of tax certificants from City and County
14. Proof of ownership or control of property (deed, contract, lease) or permission from property owner
15. Off-site easements if necessary
16. Survey of vacation area
17. Utility Comment Form - City will provide form

Note: Include at least one 8 1/2 x 11 copy of all drawings and plans will all applications.

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code:

Applicant's Signature

Date: 1/25/2020

Applicant's Signature
February 05, 2020

Mark Trosen
City of Grain Valley
711 S. Main Street
Grain Valley, MO 64029

AvidAir International seeks to change the current zoning of 1200 N. Pavilion, Grain Valley, MO 64029 from C2 to M1 for conducting business activities. These business activities have been in progress for over 28 years in Downtown Lee’s Summit, Mo at 212 NE Main Street, which is zoned as Planned Industrial (PI). The AvidAir business has been successfully engaged in the business of overhauling and repairing compressor case assemblies for the Rolls-Royce Model 250 Series I (250-C18) and the Series II which includes C20, C20B, C20C (T63-720), C20F, C20J and C20W. The overhaul work is accomplished in accordance with the Rolls-Royce 10W3 Overhaul Manual and other FAA and EASA Accepted process specification data. (See attachment for details)

AvidAir has grown to successfully supply compressor case overhauls to all types of customers world-wide which includes but is not limited to:

- Emergency Medical Services (EMS) Fleets
- Army Fleet Support
- Agriculture Fleets
- Airborne Law Enforcement
- Sightseeing Tour Companies
- Engine Overhaul Shops

AvidAir International has its own in house Okuma CNC Machining center, Charmilles EDM center, Trimos Vertical III measuring system and a Romer / CimCore CMM along with the full complement of lathe and machining tools one would expect to find in a well-suited shop. Other process equipment would include multiple Empire and Zero Blast Cabinets, Sullaire Rotary Air Compressor with air treatment technology, Sulzer Metco Metal Spray equipment, Grieve Process Oven, Cincinnati Sub-Zero temperature chamber, 2 each Delta process ovens, 2 each Delta Thermal Cycle test chambers as well as environmentally controlled dust hoods and work chambers.

Respectfully submitted,

Craig Rookstool
BOA Staff Report
Craig Rookstool – CR Aerospace, LLC
April 13, 2020

ACTION:
CR Aerospace, LLC dba AvidAir International is requesting a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land.

The 3.1-acre tract of land is generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive, aka 1206 Pavilion Drive.

PURPOSE:
AvidAir International has been in business for over 28 years in Lee’s Summit, Missouri. AvidAir has been successful in overhauling and repairing compressor case assemblies in aircraft helicopters. The business is custom manufacturing. Custom manufacturing is an allowable land use in District M-1.

ANALYSIS:
The property is currently zoned District C-2. There is a metal building and paved parking lot on the property. The building is being used for a church.

The parking area has enough spaces to accommodate AvidAir’s employees and patrons.

The property to the east and south is zoned District M-1. The property to the east is the location for Brass Armadillo. The property to the south is vacant. Interstate 70 is north of the site. The property to the west is undeveloped and located within city limits of Blue Springs.

The proposed use does not adversely affect properties in the general vicinity.

COMPREHENSIVE PLAN:
In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be Business Park. The proposed rezoning and land use would be consistent with the character and intent of the preferred land use plan for the City.

PUBLIC INFORMATION AND PROCESS:
Public Notice was given in the Examiner and by letter to property owners of record with the County within 185 feet of the proposed change of zoning area.


STAFF RECOMMENDATION:
Staff recommends approval of the change in zoning from District C-2 (General Business) to District M-1 (Light Industrial).
AvidAir HAS THE SOLUTION

CRAIG ROOKSTOOL'S PATENTED, DURABLE CARBON FIBER COMPOSITE LINING FOR THE MODEL 250 SERIES TURBINE ENGINE COMPRESSOR CASES INCREASES LIFESPAN AND REDUCES COSTLY DOWNTIME

BY LAURIE J. BLAKE | PHOTOS COURTESY OF AVIDAIR

"When you hear customer constantly say, "Someone needs to improve this product, it's time to come up with a solution," said Craig Rookstool, president and director of operations for AvidAir International.

So, in 2010, that's what Rookstool and AvidAir did when they launched a new carbon fiber (CF) composite lining for the compressor case of the Rolls-Royce Model 250 Series I and II turbine engines. This revolutionary product has not only proven its efficacy over the last six to seven years, but it is now patented as US4442114A.

PRODUCT IMPROVEMENT

Rookstool has been operating AvidAir International since 1991 and has been producing compressor case overhaul services since 1994. Despite the engine's harshness, however, the entire industry is said to have experienced consistent service difficulties in one particular area—the plastic lining of the compressor case.

Rookstool said the original plastic lining could withstand the thermal cycles of engine start and stop. The heat expansion and contraction produces cracks that allow environmental elements and wash solutions to enter those cracks and begin to damage the lining. Damage to the lining results in compressor case failure, he said.

"If we all suffered from the inferior design of the plastic and, of course, having the feedback from customers, I decided to modify that lining with a carbon fiber composite and get FAA (Federal Aviation Administration) approval. I did that in 2010," said Rookstool. "The carbon fiber composite makes this lining more durable so it can withstand those cycles. The cracks will not propagate or grow, allowing for elements to reach the interior of the engine."

"It took about a year and a half of testing—environmental and life testing, of course, FAA approved engineering and approval, to bring to market," said Rookstool. "With that we protected our trade secrets then applied for [that] patent, as it was a revolutionary improvement and technology that needed to be protected."

Rookstool went on to say, "With the plastic lining, the compressor case only lasts between 200 to 400 hours before it starts cracking and then sections come out. This problem still exists for those with the 'old formula.'"

"It's a financial burden for operators—the parts cost $10,000 and it lasts 200 hours, said Rookstool. "Not, of course, for this type of repair may be out of commission for three to five days or longer while waiting for parts and installation."

The carbon fiber lining, however, is proving to have a much longer life. "We have our CF cases coming back on exchange after 4,000 hours—still serviceable," said Rookstool.

SATISFIED CUSTOMERS

"Customers are saving thousands of dollars because they don't have to remove and replace to service. These customers tell other operators—to us we can save new customers every month," said Rookstool.

"It's a great way to modify, simply by bringing out those components. These things work through FAA," said Mark Alan Carmona, managing director of Rookstool Services Ltd. in the UK. "The customer has decided to go ahead with the carbon case. As we have now seen one of your compressor cases after two years in service, and we were very pleased with the performance, we will be recommending this upgrade to all our customers."

Adam Cavanagh, technical manager with Greiner Aviation (Auckland), New Zealand, has worked with Rookstool and AvidAir for more than 10 years.

"We have stocked and promoted the AvidAir carbon fiber style cases exclusively since their initial release, and to date have sold in excess of 200 sets," said Cavanagh. "Our customers have enjoyed the greatly increased durability of this product and still regard this new carbon fiber case, despite the fact they have been the benchmark for years now."

"In New Zealand's harsh operating environment, AvidAir carbon cases have proven themselves to be the most durable product out there. The lifetimes routinely last three times longer than anyone else's. Greiner Aviation recommends this product to all 250 operators without hesitation."

Rookstool has done the math for his customers: the carbon fiber case cost is roughly $4.34 per hour at 2,500 hours (time between overhaul [TBO] average), versus the original plastic brand cost of $18.80 per hour/hour, when lasting an average of 200 hours, he said.

"Performance over the TBO remains efficiently high, while results in higher source, lower operating turbine outlet temperature, lower spool fuel consumption, and reducing risk to the back liner degradation. This cost and performance operating condition may also result in cost savings at turbine overhaul."

"100 percent, two-year, 1,200-hour warranty policy—the carbon fiber case comes with a 2-year and warranty policy;" Rookstool went on, "Only original equipment manufacturers (OEM)—Rolls-Royce were originally designed replacement parts are used in overhaul."

Although AvidAir is not a Rolls-Royce authorized maintenance center, it has been working with Rolls-Royce engine since 1994 and has a strong existing relationship with hundreds of certified operators and engine shops worldwide. With the loss of more than 1,200 carbon fiber cases delivered to the field, Rookstool said he is finding that many of his customers are independently stocking AvidAir's carbon fiber cases and readily allowing them to the independent and Rolls-Royce authorized engine shop for installation.

"The thing I would say is that our customers are very happy with the AvidAir product," he said. "This is a very robust system, and it's a very reliable system."

"AvidAir has seen improvements, quality, product quality, the engine shops, and customers and installing with confidence worldwide. Our goal remains the same: develop products that work, in a timely manner, at a reasonable price, with a friendly attitude. I would like to one more new and satisfied customer less often for a sale, but it's a returning, satisfied, operator customer seeking a warranty claim," Rookstool concluded.
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<th>MEETING DATE</th>
<th>5/11/2020, 5/27/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILL NUMBER</td>
<td>B20-10</td>
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<tr>
<td>AGENDA TITLE</td>
<td>AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A MEDICAL MARIJUANA CULTIVATION FACILITY ON APPROXIMATELY 6 ACRES</td>
</tr>
<tr>
<td>REQUESTING DEPARTMENT</td>
<td>COMMUNITY DEVELOPMENT</td>
</tr>
<tr>
<td>PRESENTER</td>
<td>Mark Trosen, Director of Community Development</td>
</tr>
<tr>
<td>FISCAL INFORMATION</td>
<td>Cost as recommended: N/A</td>
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<td></td>
<td>Budget Line Item: N/A</td>
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<tr>
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<td>Balance Available: N/A</td>
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<tr>
<td></td>
<td>New Appropriation Required: [ ] Yes [X] No</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>The applicant, Missouri Made Marijuana (MMM) LLC, is requesting approval of a conditional use permit to operate a medical marijuana cultivation facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of the Penny’s Concrete facility.</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>Penny’s Concrete, Inc. owns approximately 26 acres in area. MMM has a contract to purchase approximately 6 acres north of the existing concrete batch facility. The property is zoned District M-1 (Light Industrial).</td>
</tr>
<tr>
<td>SPECIAL NOTES</td>
<td>Per Section 425.050 of the City’s Code of Ordinances, a medical marijuana cultivation facility may be allowed by Conditional Use Permit in District M-1 (Light Industrial).</td>
</tr>
<tr>
<td>ANALYSIS</td>
<td>Please refer to Staff Report</td>
</tr>
<tr>
<td>PUBLIC INFORMATION PROCESS</td>
<td>Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the applicant’s property were notified by letter.</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>BOARD OR COMMISSION RECOMMENDATION</td>
<td>The Planning &amp; Zoning Commission held a public hearing on Wednesday, March 11, 2020. The Commission recommended approval of the conditional use permit subject to 5 conditions that are outlined in ordinance.</td>
</tr>
<tr>
<td>DEPARTMENT RECOMMENDATION</td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td>REFERENCE DOCUMENTS ATTACHED</td>
<td>Ordinance, Staff Report, Application, Penny’s Concrete Consent, State License, Applicant’s Narrative, CJCFPD Comments, Site Plans, Grading Plan, Utility Plan, Landscape Plan, Floor Plan.</td>
</tr>
</tbody>
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AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A MEDICAL MARIJUANA CULTIVATION FACILITY

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

WHEREAS, a public hearing was held on March 11, 2020 in which the Planning and Zoning Commission recommended approval of a conditional use permit subject to five conditions for a medical marijuana cultivation facility on approximately 6 acres that is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of Penny’s Concrete facility; and

WHEREAS, a public hearing concerning said matter was held before the Board of Aldermen at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on April 13, 2020; and

WHEREAS, the Board of Aldermen has determined that the proposed land use will not seriously injure the appropriate use of neighboring property and will conform to the general intent and purpose of Chapter 400, Zoning Regulations, in the City Code of Ordinances.

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

SECTION 1: The Conditional Use Permit to operate a medical marijuana cultivation facility is generally described below:

Legal Description:

All that part of the East One-half of the Northeast Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence S 88°22’01” E, along the North line of the Northeast Quarter of said Section 35, a distance of 1326.88 feet to the Northwest corner of the East One-half of the Northeast Quarter of said Section 35; thence S 1°47’30” W, along the West line of the East One-half of the Northeast Quarter of said Section 35, a distance of 284.56 feet to the Northeast plat corner of I-70 EAST
INDUSTRIAL PARK, a platted subdivision of land in the City of Grain Valley, Jackson County, Missouri, said point also being a point on the South right-of-way line of U.S. Highway 40/Interstate 70 Highway, as now established; thence S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 60.00 feet to the point of beginning; thence continuing S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 726.44 feet; thence S 1°49'09" W, a distance of 308.99 feet; thence S 46°49'09" W, a distance of 266.38 feet; thence N 88°10'51" W, a distance of 164.82 feet; thence N 2°51'56" E, a distance of 205.77 feet; thence N 88°12'30" W, a distance of 376.87 feet; thence N 1°47'30" E, a distance of 289.45 feet to the point of beginning, containing 265,536 square feet or 6.0959 acres, more or less.

SECTION 2: The Conditional Use Permit to operate a medical marijuana cultivation facility is hereby approved subject to the following conditions:

1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.

2) If Missouri Made Marijuana LLC’s State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.

3) Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.

4) The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.

5) The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.

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

Read two times and PASSED by the Board of Aldermen this ___day of________, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS
ALDERMAN HEADLEY
ALDERMAN TOTTON
ALDERMAN CLEAVER
ALDERMAN STRATTON
ALDERMAN WEST

[B20-10]
Mayor ___________________ (in the event of a tie only)

Approved as to form:

__________________________________  __________________________________
Lauber Municipal Law  Mike Todd
City Attorney  Mayor

ATTEST:

__________________________________
Jamie Logan
City Clerk
ACTION:
Missouri Made Marijuana (MMM) LLC is requesting a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70. The property is owned by Penny’s Concrete, Inc. Penny’s Concrete, Inc. has given approval to submit the application.

PURPOSE:
To allow the operation of a medical marijuana cultivation facility under Section 425.050 of the City’s Code of Ordinances. A medical marijuana cultivation facility is a facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

The cultivation of medical marijuana will take place in three fully enclosed buildings on the site. The buildings and site infrastructure will occur in two phases. Phase 1 will entail the construction of one building consisting of over 28,094 square feet and interior drives and parking areas. Phase 2 will entail the construction of two buildings of similar size.

Penny’s Concrete, Inc. owns approximately 26 acres in this area. The proposed cultivation facility will be located north of the existing concrete batch plant, that will remain on the property. Upon approval of the Conditional Use Permit, MMM LLC will acquire the 6 acres and it will be plated as a subdivision per the City’s Code of Ordinances.

ANALYSIS:
The property is zoned District M-1 (Light Industrial). A medical marijuana cultivation facility may be located as a conditional use permit in District M-1 upon compliance with the provisions in Section 425.050.

The Missouri Department of Health and Senior Services has issued a license (CUL000034) to cultivate medical marijuana at this location. The license was issued until the period ending on December 26, 2020.

The cultivation facility is significantly more than 500 feet to any other medical marijuana facility.

The cultivation facility is significantly more than 750 feet from any existing elementary or secondary school, day care or church.

Site plans for each phase were submitted and a floor plan showing the various activities that will be conducted. In reviewing the site plans and other supplemental plans, staff offers the following comments:
1) The original plan was to extend South Outer Belt Road to the east and then access the property from the north off the proposed road extension. South Outer Belt Road is within the Right-of-Way for I-70. In reviewing the proposed plan with Missouri Department of Transportation Staff, the applicant was advised in writing that this would be a break in access on Interstate Right-of-Way, which would have to be approved Federally, and not likely.

The applicant re-designed the site plan to illustrate a public street being constructed north and south from South Outer Belt Road. This street will have a 60-foot-wide right-of-way which complies with City Standards for a Collector Street. The Collector Street is 36-foot-wide from back of curb to back of curb. The applicant will need to submit engineering drawings for the street in accordance to city standards and be approved by the City Engineer. As noted on site plan, the pavement material will be concrete. The applicant will construct the street. Per city regulations, the street can terminate at the new entrance for Penny’s Concrete.

2) The site plan illustrates a 9-foot-tall chain link fence with 4 strand security wire at top. Referencing Section 400.230 (C.9), the maximum height for a fence in District M-1 is eight foot. Barbed wire is permitted in M-1 district only on brackets over 6 feet fences, for security purposes.

Understanding that security is a high priority for this facility, there are other fence materials that can be used which would be an aesthetic alternative to the chain link. Staff recommends an 8-foot wrought iron spike type fence like the one in this picture:
3) With the addition of a public street on the west side, the facility’s west property is now also a front yard. The site plans and landscape plan need to be amended to show the same landscaping materials and pattern along the north property line will also be planted along the frontage on the new public street.

4) Since buildings 1 and 3 are within three hundred (300) feet of the right-of-way for I-70, the exterior walls visible from right-of-way must comply with Section 400.220 of the city’s zoning regulations. On drawing A-200, the building materials consist of brick wainscot with E.I.F.S panels. These materials are permitted exterior building materials under this city code requirement.

The Central Jackson County Fire Protection District has reviewed the submitted plans. The District has provided comments that must be adhere to by the applicant.

The applicant must provide a plan which reasonably shows that the cultivation facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person beyond the boundary of the lot on which the medical marijuana cultivation facility is located.

The applicant’s plan is to utilize a custom air cleaning system to mitigate cultivation odors. The custom air quality engineering and ventilation system is environmentally friendly, energy efficient, cleans air and prevents odors from escaping. Air Quality Engineers will perform air monitoring and ventilation studies periodically to confirm the systems effectiveness and change the filters. MMM’s company procedures will include air quality awareness training and procedures that relate to odor mitigation. The proposed plan complies with the requirement of the ordinance.

The applicant must provide a security plan for review and approval by the Police Department, which reasonably shows that the cultivation facility can be kept secure from access by unauthorized persons both during after normal operating hours.

The applicant’s security plan was reviewed and approved by Chief Beale and his executive staff.

The applicant provided a waste disposal plan. All the facilities’ activities associated with waste storage, disposal and recycling shall be tracked by MMM’s Inventory Control System and in accordance with proper state regulations. The submitted and proposed practices comply with the requirement of the ordinance.

The applicant has indicated that signage will be minimal for this facility and confirms that all signage will conform to the city’s code of ordinances as well as the State guidelines.

Regarding surrounding land uses, the area to the north is Interstate 70. To the west, the property is zoned District M-1 and contains the Mo Country bar. To the south, the Penny’s Concrete batch plant. To the east, the property is vacant and is zoned District M-1.
PUBLIC INFORMATION AND PROCESS:
Public notice was given in the Examiner and by letter to property owners of record within 185 feet of the applicant’s property.

STAFF RECOMMENDATION:
Staff recommends approval of the Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on the described site subject to the following conditions:

1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.

2) If Missouri Made Marijuana LLC’s State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.

3) Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.

4) The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.

5) The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission held a public hearing on March 11, 2020. The Commission voted unanimously to recommend approval subject to the 5 conditions presented by Staff.
# Planning & Zoning Application

## Project Information

**Location:** South Outer Belt (Penny's Concrete site)

**Subdivision:** N/A  
**Lot #:**  
**Zoning District:** M-1

**Description of Request:** Special Use Permit for use of property as a medical marijuana cultivation facility

**2020 0053**

## Applicant Information

**Name:** Randy Black, Sr. c/o Steven Lucas

**Company:** Missouri Made Marijuana LLC c/o Rouse Frets White Goss Gentile Rhodes, P.C.

**Address:** 4510 Belleview, Suite 300, Kansas City, MO 64111

**Telephone:** 816-753-9200  
**Fax:** 816-753-9201  
**E-mail:** alucas@rousepc.com

**Property Owner:** Penny's Concrete Inc.

**Additional Contact(s):** Phelps Engineering; Judd Claussen

## Type of Application: Check Type & Submit Corresponding Requirements

<table>
<thead>
<tr>
<th>Type of Application</th>
<th>Submittal Requirement List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezoning 1 2 5 10 11 14</td>
<td>1 Legal description of subject property</td>
</tr>
<tr>
<td>Ordinance Amendment 10</td>
<td>2 Map depicting general location of site</td>
</tr>
<tr>
<td>X Special/Conditional Use Permit 1 2 10 11 14</td>
<td>3 Summary Site Analysis depicting current character of site</td>
</tr>
<tr>
<td>Temporary Use Permit 2 10 14</td>
<td>4 Preliminary Plat (3 full size copies)</td>
</tr>
<tr>
<td>Preliminary Plat 1 3 4 14</td>
<td>5 Preliminary Development/ Site Plan (6 copies)</td>
</tr>
<tr>
<td>Final Plat/ Lot Split 1 6 12 13 14 15</td>
<td>6 Final Plat (6 copies)</td>
</tr>
<tr>
<td>Preliminary Development/Site Plan 1 3 5 8 9 14 15</td>
<td>7 Final Development/ Site Plan (6 copies)</td>
</tr>
<tr>
<td>Final Development/Site plan 1 7 8 9 14 15</td>
<td>8 Landscaping Plan (6 copies)</td>
</tr>
<tr>
<td>Site Plan 1 7 8 9 12 14 15</td>
<td>9 Building Elevations (6 copies)</td>
</tr>
<tr>
<td>Vacation of Right-of-way or Easement 1 14 16 17</td>
<td>10 Written description of the proposal</td>
</tr>
<tr>
<td>Future Land Use Map (Refer to page 9)</td>
<td>11 List of property owners within 185 feet</td>
</tr>
<tr>
<td>Note: Include at least one 8 1/2 x 11 copy of all drawings and plans will all applications.</td>
<td></td>
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<tr>
<td>12 Construction plans for all public works improvements (6 copies)</td>
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<tr>
<td>13 Copies of tax certificates from City and County</td>
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<tr>
<td>14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner</td>
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<td>15 Off-site easements if necessary</td>
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<tr>
<td>16 Survey of vacation area</td>
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<tr>
<td>17 Utility Comment Form - City will provide form</td>
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</table>

(Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.)

The applicant hereby agrees that all information is provided as required with this application and the City Code:

**Applicant's Signature:**

**Date:** 02/10/20

**Agent for Missouri Made Marijuana LLC**

**Applicant's Signature**

**Date**

[Doc: 870982]
CORPORATE CONSENT

State of Kansas)

County of Johnson)

I, William J. Penny as C.E.O., on behalf of and through the authority of the Board of Directors for Penny\'s Concrete, Inc., owner of the property described in the application for Special Use Permit and applicable subdivision application, acknowledge the submission of said application on behalf of said corporation and agree to bind the subject property on behalf of said corporation in accordance with the submitted plan and with any representation made by James C. Bowers, Jr. and Steven M. Lucas with Rouse Frets.

White Goss Gentile Rhodes, P.C.

PENNY\'S
PENNEY\'S CONCRETE, INC.

By: William J. Penny
Name: William J. Penny
Title: C.E.O.

Subscribed and sworn to before me a notary public this 10th day of February 2020.

My commission expires: Notary Public

JUDD D. CLAUSSEN
Notary Public-State of Kansas
My Appt. Expires 3/31/20
STATE OF MISSOURI
DEPARTMENT OF HEALTH & SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE

MEDICAL MARIJUANA CERTIFICATE FOR:

MISSOURI MADE MARIJUANA, LLC

301 S. OUTER BELT ROAD E.
GRAIN VALLEY, MO - 64029

LICENSE: CUL000034

IS HEREBY GRANTED A CERTIFICATE TO CULTIVATE MEDICAL MARIJUANA AT THE ABOVE NAMED LOCATION IN ACCORDANCE WITH ARTICLE XIV OF THE MISSOURI CONSTITUTION AND THE RULES PROMULGATED THEREUNDER, SUBJECT TO ALL THE PROVISIONS THEREOF AND TO THE REGULATIONS OF THE MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES, MEDICAL MARIJUANA REGULATORY PROGRAM.

THIS LICENSE IS ISSUED FOR THE PERIOD ENDING 12/26/2020.

LYNDA LL FRAKER
DIRECTOR,
SECTION FOR MEDICAL MARIJUANA REGULATION
City of Grain Valley Conditional Use Permit Application

For Missouri Made Marijuana, L.L.C.

Submitted by:

Steven Lucas
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview, Suite 300,
Kansas City, MO 64111

February 10, 2020
Table of Contents: Conditional Use Permit Application

Conditional Use Permit Application and Site Plan Review Request:
   I. Narrative Description of the Proposed Use
   II. Medical Marijuana Cultivation Facility Regulations

Attachments:
   Attachment – Site Plan and Legal Description
   Attachment – Map Depicting General Location of Site
   Attachment – Landscaping Plan
   Attachment – Building Elevations
   Attachment – Floor Plan
   Attachment – List of Property Owners within 185 feet
   Attachment – Proof of Permission from Property Owner
   Attachment – Off-Site Easements, if Necessary
I. Narrative Description of the Proposed Use

Missouri Made Marijuana, LLC, ("MMM") proposes to develop a Medical Marijuana Cultivation Facility ("Project"), in Grain Valley, Missouri. A Medical Marijuana Cultivation Facility is defined in the Code of Ordinances, City of Grain Valley, Missouri ("City Code") as “a facility licensed by the department to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.”

The Project will be located on property currently zoned M-1 Light Industrial District. MMM is seeking a Conditional Use Permit ("CUP") from the City with the submission of this application pursuant to Sections 400.240 and 425.050 of the City Code. The Project will be designed to meet all applicable Land Use requirements pursuant to Title IV of the City Code.

II. Medical Marijuana Cultivation Facility Regulations

The following pages set forth the criteria for Supplemental Regulations for Medical Marijuana Cultivation Facilities.

SECTION 425.050 – Medical Marijuana Cultivation Facility Siting Requirements

Permitted as a Conditional Use in any Agricultural District (A), Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (1-P) upon satisfactory compliance with the following provisions:

The Project will be located on property currently zoned M-1 Light Industrial District and will fully comply with the following provisions.

A. Medical marijuana cultivation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

The Project will fully comply with this requirement.

B. A medical marijuana cultivation facility shall have the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

The Project has obtained a license from the Missouri Department of Health and Senior Services to operate a medical marijuana cultivation facility in the City of Grain Valley, Missouri.
C. A medical marijuana cultivation facility shall not be located closer than five hundred (500) feet from any other medical marijuana cultivation facility or medical marijuana facility, except when the facilities share common ownership.

The Project will fully comply with this requirement.

D. No medical marijuana cultivation facility shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.

The Project will fully comply with this requirement.

E. An applicant for a medical marijuana cultivation facility conditional use permit shall provide the following plans and documentation for city review and approval:

1. A site plan for a medical marijuana cultivation facility that shall include a floor plan showing where the various activities will be conducted.

The Project complies with this requirement providing a Floor Plan as an Attachment.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

The Project will fully comply with this requirement.

3. A plan which reasonably shows that the medical marijuana cultivation facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana cultivation facility is located.

The Project will utilize its custom air cleaning system to mitigate cultivation odors, reduce its community impact and satisfy 19 CSR 30-95.050(2)(C). MMM constructs its cultivation to include a facility wide air purifying and filtration system that maintains sanitation and controls odors. MMM’s custom air quality engineering and ventilation system is environmentally friendly, energy efficient, cleans air and prevents odor from escaping. MMM will incorporate an activated carbon filtration air purifying system that traps offending molecules on the carbon surface contained within the filter and removes odiferous organic compounds and other pollutants from the air. The Project will have air quality engineers perform air monitoring and ventilation studies periodically to confirm the systems effectiveness and change the filters.
MMM's company procedures include air quality awareness training and procedures that relate to odor mitigation. The Project's on-site manager will train all employees on: 1) the necessity of odor control; 2) the importance of facility cleanliness and maintenance; 3) odor abatement procedures and techniques; 4) air filtration equipment operation; and 5) proper maintenance and operation of air filtration equipment.

The Project will keep a maintenance log for all cultivation air quality equipment to ensure its maintenance and good operating order. In the event of an odor complaint, the Project's on-site facility manager and maintenance engineer will perform a root-cause analysis, take corrective action to address and correct the complained of issues and appropriately document all actions related thereto. If necessary, MMM will disperse non-toxic scent masking agents to neutralize any remaining odors. To date, MMM's management team has not received an odor complaint related to its cultivation activities in other regulated marijuana jurisdictions; it has cultivated more than 9,000 pounds of safe, tested, pharmaceutical grade product.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana cultivation facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana cultivation facility at any hour.

The Project will bear discreet signage and be protected by cement ballasts. It will be fully enclosed and equipped with locks and security devices that limit access to only authorized persons at authorized times. MMM's sophisticated, tamper resistant, 24/7 surveillance system monitors the facility interior and exterior at every point of ingress and egress and in every area containing marijuana, in any amount.

The Project's security system is enhanced with a network of 4-way video monitoring, door contacts, and motion sensors to detect intrusion. Windows are minimal, alarmed, and locked. Interior doors automatically lock and are equipped with intrusion sensors. Unauthorized access is prevented with biometric scanners and card readers programmed to record entries and limit entrance to authorized persons at appropriate times. Concealed panic buttons are situated in the vault, storage, security stations and all sensitive areas. The Project's electronic security systems enable data and film retrieval and are backed up by storage and power source redundancies.

Extensive law enforcement and military service enables the Security Director (SD) to implement and oversee the Project's Security Plan in resplendent detail. SD trains all employees in MMM's established
facility, product and personal security and emergency protocols. Security surveillance and equipment access is limited to SD, law enforcement, the Department and those security personnel receiving enhanced surveillance and equipment training and are essential to surveillance operations. 19 CSR 30-95.040(4)(H)

Facility employees and visitors enter through a single secure entrance, sign in and out. Visitors will wear visitor badges and be escorted at all times. 19 CSR 30-95.040(4)(H)1.F.

SD and security personnel store security records for 5 years and will vigilantly monitor and randomly patrol facility interior and exterior areas to ensure: Employees are properly badged and in assigned positions; Identify and remedy safety or security concerns; Inventory is properly secured; Locks and security equipment are properly maintained and unobstructed; Premises are well-lit and properly operating; Prevent loitering, equipment and door tampering; Visitors are logged, bagged and escorted; and Identify, remedy and report suspicious activity.

The Project also ensures marijuana is securely cultivated, stored, tested, packaged and transported through frequent and randomized inventory audits and its METRC and BioTrack Inventory Control System (ICS). Employee’s receive unique ICS logins to track their activities and marijuana’s movement in the facility. The ICS ensures seed-to-sale reporting and prevents marijuana diversion and loss. (19 CSR 30-95.100 and 19 CSR 30-95.040)

See attached security drawings.

5. **A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana cultivation facility in accordance with Missouri Department of Health and Senior Services guidelines.**

All of the Project’s activities associated with facility waste storage, disposal and recycling shall be tracked by MMM’s Inventory Control System (“ICS”) and in accordance with proper practices and 19 CSR 30-95.040(4)(E).

The Project shall securely store marijuana and marijuana waste in locked areas. The disposal of marijuana shall commence at the facility in the designated destruction area, be witnessed by a person other than the destroying employee, recorded by video camera and recorded in The Project’s ICS.

Cannabis waste disposal information shall be kept in the Project’s ICS which shall include, without limitation, the following information:

Date, time, method of disposal;
Disposal employee and witness;  
Description of and disposal reason;  
ICS tracking number;  
Weight (using commercial calibrated scale);  
Confirmation product was rendered unusable; and  
Final disposal destination.

MMM will maintain ICS and all related disposal records for at least 5 years.

The Project will evaluate all solid and liquid waste to determine if its hazardous waste pursuant to 40 CFR 261.2. Non-hazardous marijuana waste generated by the cultivation processes, such as containers, plant stalks and biomass, will be separated into recyclable/compostable classes.

Waste generated by business operations, such as used office supplies, garden tools and trash, will be recycled or disposed of in a properly waste facility.

Compostable waste and plant biomass will be mixed with food or yard waste and reused by MMM as soil amendment, as applicable. Compost or compostable cannabis waste not used at the facility will be rendered unusable and unrecognizable by grinding the plant waste with other non-hazardous materials and discarded at a properly licensed waste facility.

Any hazardous waste will be managed and disposed of subject to the applicable hazardous waste management standards.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

The Project will fully comply with this requirement.

F. If an application for a medical marijuana cultivation facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant’s continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana cultivation facility. A medical marijuana cultivation facility conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant’s state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.
The Project will fully comply with this requirement.

G. *If any change occurs from the permitted use of a structure as a medical marijuana cultivation facility, a new conditional use permit shall be required in all cases.*

The Project will fully comply with this requirement.

H. *The state licensed operator of any medical marijuana cultivation facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Planning & Zoning Commission annually to confirm their continuing licensed status with the State of Missouri. In the case of a medical marijuana cultivation facility that was granted a conditional use permit by the City, the state licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.*

The Project will fully comply with this requirement.
COMMERCIAL BUILDING AND SITE PLAN REVIEW

Date: 2-18-2020

Project Name: Gran Valley Cultivation Facility

Project Address: 411 E. South Outer Rd Grain Valley, MO 64029

Contact Name: 

Contact E-mail: Contact Phone:

BUILDING DETAILS

Building Classification: F1

Property Use: Marijuana Cultivation Mixed Property: No

Construction Type: | B

Occupant Load:

Building Height: Floors Above Grade: Floors Below Grade:

Total Square Footage: 28100 phase 1 buildin

PLAN REVIEW COMMENTS

THIS REVIEW DOES NOT CONSTITUTE A BUILDING PERMIT, OR THE BASIS TO BEGIN CONSTRUCTION. THE OFFICIAL HAS THE AUTHORITY TO REQUIRE CHANGES AFTER PLAN APPROVAL. ALL PORTIONS OF THE CODE MUST BE COMPLIED WITH AND IS THE RESPONSIBILITY OF THE DESIGNER, CONTRACTOR, AND OWNER WHETHER STATED BY THE PLAN REVIEW OR NOT.

FIRE PROTECTION REQUIREMENTS

SPRINKLERS: ☑ YES ☐ NO FIRE ALARM: ☑ YES ☐ NO

HOOD AND DUCT: ☐ YES ☐ NO OTHER:

INSPECTIONS REQUIRED:

☑ Final ☑ Emergency Responder Radio Coverage

☑ Hydro

☑ Water Flow

☑ Fire Alarm

☐ Hood/Duct
1. Hydrants needed to meet fire flow: 2 (1 must be within 400' of structure) (2nd must be within 100' of FDC).

2. Business addressing viewed from roadway, 4"-6" letters, contrasting and reflective. Also, numbers or letters required on rear suite doors.

3. Any business with an automatic sprinkler system or fire alarm system shall install a Supra Safe per IFC 506.1. These can be picked up at CJIC Training and Education Center 4715 US 40 Hwy, Blue Springs, Mo 64015. The exterior mount is $205 and the recessed mount is $240.

4. Per IFC 510 Emergency Responder Radio Coverage
   - Testing with results must be shown to have acceptable emergency radio coverage. If that test fails, a TCO may be signed with an obligation to complete within six months.
   - If determined through testing an in-building emergency radio communication enhancement system will be required.
   - System and components must be listed for that use.
   - System design, installation, qualification of personnel, and acceptance testing must follow the current adopted IFC 510 and NFPA 72.
   - The system must be monitored through the building’s fire alarm system for loss of power; failure of the battery charger; low-battery capacity indication when 70% of the 12-hour operating capacity has been depleted; malfunction of the donor antenna and active RF-emitting device(s); and failure of any critical system components and provide either an audible warning or “trouble” signal.
   - The system performance and reliability must be tested on installation and maintained operation at all times. An annual inspection is also required.

5. Final inspection should not be scheduled until all building systems are in place and complete including mechanical and electrical. This would include cover plates, no open junction boxes, electric panel doors in place with schedule and no empty slots. Any questions please call CJIC Fire Prevention at 816-229-2522 prior to scheduling.
Know what's below. Call before you dig.
Know what's below. Call before you dig.
Know what's below. Call before you dig.
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>5/27/2020</th>
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<tr>
<td>BILL NUMBER</td>
<td>B20-11</td>
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<tr>
<td>AGENDA TITLE</td>
<td>AN ORDINANCE APPROVING THE FINAL PLAT OF BLACK INDUSTRIES</td>
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<tr>
<td>REQUESTING DEPARTMENT</td>
<td>COMMUNITY DEVELOPMENT</td>
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<tr>
<td>PRESENTER</td>
<td>MARK TROSEN, DIRECTOR</td>
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<td>FISCAL INFORMATION</td>
<td>Cost as recommended: N/A</td>
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<td>Budget Line Item: N/A</td>
</tr>
<tr>
<td></td>
<td>Balance Available N/A</td>
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<tr>
<td></td>
<td>New Appropriation Required: [ ] Yes [ X ] No</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>To gain final plat approval for Black Industries</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>Missouri Made Marijuana (MMM) is in the process of receiving a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70.</td>
</tr>
<tr>
<td>SPECIAL NOTES</td>
<td>The property is owned by Penny’s Concrete, Inc. Penny’s Concrete, Inc. has given approval to submit the final plat.</td>
</tr>
<tr>
<td>ANALYSIS</td>
<td>The final plat is a one lot subdivision. The one lot will contain the three buildings to support the cultivation facility. The site has access to city water and sewer. The final plat conforms to city standards and the engineering civil plans have been approved by the City Engineer.</td>
</tr>
<tr>
<td>PUBLIC INFORMATION PROCESS</td>
<td>N/A</td>
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<tr>
<td>BOARD OR COMMISSION RECOMMENDATION</td>
<td>The Planning and Zoning Commission recommended approval at May 13, 2020 meeting</td>
</tr>
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<td>------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
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<tr>
<td>DEPARTMENT RECOMMENDATION</td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td>REFERENCE DOCUMENTS ATTACHED</td>
<td>Ordinance, Final Plat, Staff Report, Application, and Corporate Consent</td>
</tr>
</tbody>
</table>
AN ORDINANCE APPROVING THE FINAL PLAT OF BLACK INDUSTRIES

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

WHEREAS, a meeting was held on May 13, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

WHEREAS, the Board of Aldermen is in acceptance of the final plat, easements and right-of-way that are dedicated for public purposes.

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

SECTION 1: The final plat of Black Industries is approved.

SECTION 2: The property legally described below as Black Industries plat:

All that part of the East One-half of the Northeast Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence S 88°22’01” E, along the North line of the Northeast Quarter of said Section 35, a distance of 1326.88 feet to the Northwest corner of the East One-half of the Northeast Quarter of said Section 35; thence S 1°47’30” W, along the West line of the East One-half of the Northeast Quarter of said Section 35, a distance of 284.56 feet to the Northeast plat corner of PHASE ONE-I-70 EAST INDUSTRIAL PARK, a platted subdivision of land in the City of Grain Valley, Jackson County, Missouri, said point also being a point on the South right-of-way line of U.S. Highway 40/Interstate 70 Highway, as now established, said point also being the point of beginning; thence S 88°21’59” E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 786.44 feet; thence S 1°49’09” W, a distance of 308.99 feet; thence S 46°49’09” W, a distance of 266.38 feet; thence N 88°10’51” W, a distance of 164.82 feet; thence N 2°51’56” E, a distance of 205.77 feet; thence N 88°12’30” W, a distance of 436.87 feet to a point on the East plat line of said PHASE ONE-I-70 EAST INDUSTRIAL PARK; thence N 1°47’30” E, along the East plat line of said PHASE ONE-I-70 EAST
INDUSTRIAL PARK, a distance of 289.28 feet to the point of beginning, containing 282,898 square feet or 6.4944 acres, more or less, of unplatted land.

Read two times and PASSED by the Board of Aldermen this ___day of _________, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS __________  ALDERMAN CLEAVER __________
ALDERMAN HEADLEY __________  ALDERMAN STRATTON __________
ALDERMAN TOTTON __________  ALDERMAN WEST __________

Mayor ________________ (in the event of a tie only)

Approved as to form:

__________________________________  __________________________________
Lauber Municipal Law  Mike Todd
City Attorney  Mayor

ATTEST:

__________________________________
Jamie Logan
City Clerk
BOA Staff Report  
May 27, 2020  
Application for Final Plat – Black Industries

PURPOSE: The purpose of this request is to gain final plat approval for the subdivision.

BACKGROUND: Missouri Made Marijuana (MMM) is in the process of receiving a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70.

MMM has filed a minor (final) subdivision plat that proposes a 6-acre lot that will contain three buildings to support the cultivation facility.

ANALYSIS: The property is owned by Penny’s Concrete, Inc. Penny’s Concrete, Inc. has given approval to submit the final plat, Black Industries.

Penny’s Concrete, Inc. owns approximately 26 acres in this area. The proposed cultivation facility will be located north of the existing concrete batch plant, that will remain on the property.

To access the medical marijuana cultivation facility and concrete batch plant facility, the plat illustrates a right-of-way for a public street to be named NE Penny Drive. The street right-of-way width is 60 feet which is the dimension for a Collector Street. The Collector Street will be built with a 36-foot-wide back of curb to back of curb concrete street.

The site has access to City water and city sewer.

The final plat is in conformance with City Standards and the engineering civil plans have been approved by City Engineer.

The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting.

STAFF RECOMMENDATION: Staff recommends approval.
**PLANNING & ZONING APPLICATION**

**PROJECT INFORMATION**

Location: South Outer Belt (Penny's Concrete site)

Subdivision: N/A  Lot #: Zoning District: M-1

Description of Request: Minor Subdivision for use of property as a medical marijuana cultivation facility

2020 0054

**APPLICANT INFORMATION**

Name: Randy Black, Sr c/o Steven Lucas

Company: Missouri Made Marijuana LLC c/o Rouse Frets White Goss Gentile Rhodes, P.C.

Address: 4510 Bellevue, Suite 300, Kansas City, MO 64111

Telephone: 816-753-9200 Fax: 816-753-9201 E-mail: slucas@rousepc.com

Property Owner: Penny's Concrete Inc.

Additional Contact(s): Phelps Engineering; Judd Claussen

<table>
<thead>
<tr>
<th>Type of Application: Check Type &amp; Submit Corresponding Requirements</th>
<th>Submittal Requirement List:</th>
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<tbody>
<tr>
<td>Rezoning 1 • 2 • 5 • 10 • 11 • 14</td>
<td>1 Legal description of subject property</td>
</tr>
<tr>
<td>Ordinance Amendment 10</td>
<td>2 Map depicting general location of site</td>
</tr>
<tr>
<td>Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14</td>
<td>3 Summary Site Analysis depicting current character of site</td>
</tr>
<tr>
<td>Temporary Use Permit 2 • 11 • 14</td>
<td>4 Preliminary Plat (3 full size copies)</td>
</tr>
<tr>
<td>Preliminary Plat 1 • 3 • 4 • 14</td>
<td>5 Preliminary Development/Site Plan (6 copies)</td>
</tr>
<tr>
<td>X Final Plat/Lot Split 1 • 6 • 12 • 13 • 14 • 15</td>
<td>6 Final Plat (6 copies)</td>
</tr>
<tr>
<td>Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14</td>
<td>7 Final Development/Site Plan (6 copies)</td>
</tr>
<tr>
<td>Final Development/Site Plan 1 • 7 • 8 • 9 • 14 • 15</td>
<td>8 Landscaping Plan (6 copies)</td>
</tr>
<tr>
<td>Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15</td>
<td>9 Building Elevations (6 copies)</td>
</tr>
<tr>
<td>Vacation of Right-of-way or Easement 1 • 14 • 16 • 17</td>
<td>10 Written description of the proposal</td>
</tr>
<tr>
<td>Future Land Use Map (Refer to page 9)</td>
<td>11 List of property owners within 185 feet</td>
</tr>
<tr>
<td>Note: Include at least one 8 1/2 x 11 copy of all drawings and plans will all applications.</td>
<td></td>
</tr>
</tbody>
</table>

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code.

Applicant's Signature:  

Applicant's Signature:  02/10/20
CORPORATE CONSENT

State of Kansas )
)ss
County of Johnson )

I, William J. Penny as C.E.O., on behalf of and through the authority of the Board of Directors for Penny's Concrete, Inc., owner of the property described in the application for Special Use Permit and applicable subdivision application, acknowledge the submission of said application on behalf of said corporation and agree to bind the subject property on behalf of said corporation in accordance with the submitted plan and with any representation made by James C. Bowers, Jr. and Steven M. Lucas with Rouse Frets

White Goss Gentile Rhodes, P.C.

PENNY'S
PENNEY'S CONCRETE, INC.

By: William J. Penny
Name: William J. Penny
Title: C.E.O.

Subscribed and sworn to before me a notary public this 10th day of February, 2020.

My commission expires: Notary Public

JUDD D. CLAUSSEN
Notary Public-State of Kansas
My Appt. Expires 3/3/20
<table>
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<tr>
<th>MEETING DATE</th>
<th>5/27/2020</th>
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<tr>
<td>BILL NUMBER</td>
<td>B20-12</td>
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<tr>
<td>AGENDA TITLE</td>
<td>AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKET PLACE AND THE FINAL PLAT OF OLD TOWNE MARKET PLACE 12TH PLAT</td>
</tr>
<tr>
<td>REQUESTING DEPARTMENT</td>
<td>COMMUNITY DEVELOPMENT</td>
</tr>
<tr>
<td>PRESENTER</td>
<td>MARK TROSEN, DIRECTOR</td>
</tr>
<tr>
<td>FISCAL INFORMATION</td>
<td>Cost as recommended: N/A</td>
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<td></td>
<td>Budget Line Item: N/A</td>
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<td>Balance Available: N/A</td>
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<td>New Appropriation Required: [ ] Yes [ X] No</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>To gain final development plan and final plat approval for the Lofts at Old Towne Market Place</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The BOA approved Ordinance 2496 on March 23, 2020 that changed the zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District-Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District-Planned Overlay District). The BOA also approved the preliminary development plan.</td>
</tr>
<tr>
<td>SPECIAL NOTES</td>
<td>None</td>
</tr>
<tr>
<td>ANALYSIS</td>
<td>The final development plan is like the approved preliminary development plan and complies with the requirements of the City’s land use regulations. The final plat meets all the requirements of the City’s subdivision regulations. The City Engineer has approved the civil engineering plans.</td>
</tr>
<tr>
<td>PUBLIC INFORMATION PROCESS</td>
<td>N/A</td>
</tr>
<tr>
<td>---------------------------</td>
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</tr>
<tr>
<td>BOARD OR COMMISSION RECOMMENDATION</td>
<td>The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting</td>
</tr>
<tr>
<td>DEPARTMENT RECOMMENDATION</td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td>REFERENCE DOCUMENTS ATTACHED</td>
<td>Ordinance, Final Plat, Final Development Plan, Building Elevations, Application and Staff Report</td>
</tr>
</tbody>
</table>
AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKET PLACE AND THE FINAL PLAT OF OLD TOWNE MARKET PLACE 12TH PLAT

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

WHEREAS, a meeting was held on May 13, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final development plan and final plat; and

WHEREAS, the Board of Aldermen is in acceptance of the final development plan and final plat, easements and right-of-way that are dedicated for public purposes.

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

SECTION 1: The Final Development Plan for the Lofts at Old Towne Market Place and the Final Plat of Old Towne Market Place 12th Plat are approved

SECTION 2: The property legally described below as Old Towne Market Place 12th plat:

Part of Lot 1, Old Towne Marketplace, a subdivision in the City of Grain Valley and that part of the Southwest quarter of the Southwest quarter of Section 35, Township 49, Range 30 and that part of the Southeast quarter of the Southeast quarter of Section 34, Township 49, Range 30, all in the City of Grain Valley, Jackson County, Missouri, more particularly described as;

Commencing at the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 35; thence South 01 degrees 45 minutes 46 seconds West, along the West line of said quarter quarter section, a distance of 239.67 feet, to a point on the South line of Lot 1, Old Town Marketplace-11th Plat, a subdivision of record, said point also being the Point of Beginning; thence South 88 degrees 02 degrees 31 seconds East, along the South line of Lot 1, Old Town Marketplace-11th Plat, Old Town Marketplace-9th Plat and Old Town Marketplace-8th Plat, all subdivisions of record in said city, a distance of 447.48 feet, to a point on the South line of Lot 1, Old Towne Marketplace, said point also being on the North line of Old Towne Marketplace-6th Plat; thence North 88 degrees 02 minutes 50 seconds West, along the North line of said Old Towne Marketplace-6th Plat, a distance of 447.48
feet, to the Northwest corner thereof, said point also being on the East Right-of-Way line of Garden Street; thence North 01 degrees 50 minutes 34 seconds East, along said East Right-of-Way line, a distance of 243.53 feet, to the Southwest corner of Old Towne Marketplace-11th Plat; thence South 88 degrees 02 minutes 31 seconds East, along the South line of said Old Towne Marketplace-11th Plat, a distance of 115.35 feet, to the Point of Beginning. Containing 109,021.87 sq.ft.

Read two times and PASSED by the Board of Aldermen this ___day of_________, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS
ALDERMAN HEADLEY
ALDERMAN TOTTON

ALDERMAN CLEAVER
ALDERMAN STRATTON
ALDERMAN WEST

Mayor _________________ (in the event of a tie only)

Approved as to form:

__________________________________  __________________________________
Lauber Municipal Law    Mike Todd
City Attorney      Mayor

ATTEST:

__________________________________
Jamie Logan
City Clerk
The general form of the approval block shall be as follows:

1. The contractor shall have at least 25 copies of the plans submitted to the City of Grain Valley and one (1) copy of the approved Construction Standards and Specifications of the City of Grain Valley.
2. The undersigned is responsible for the completeness and accuracy of this document.
3. The undersigned is responsible for the completeness and/or accuracy of this document.
4. The undersigned assumes responsibility for all discrepancies and variances.
5. The undersigned agrees to accept the City’s approval of the plans and specifications.
6. The undersigned agrees to accept the City’s approval of the plans and specifications.
7. The undersigned agrees to accept the City’s approval of the plans and specifications.
8. The undersigned agrees to accept the City’s approval of the plans and specifications.
9. The undersigned agrees to accept the City’s approval of the plans and specifications.
10. The undersigned agrees to accept the City’s approval of the plans and specifications.
11. The undersigned agrees to accept the City’s approval of the plans and specifications.
12. The undersigned agrees to accept the City’s approval of the plans and specifications.
13. The undersigned agrees to accept the City’s approval of the plans and specifications.
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17. The undersigned agrees to accept the City’s approval of the plans and specifications.
18. The undersigned agrees to accept the City’s approval of the plans and specifications.
19. The undersigned agrees to accept the City’s approval of the plans and specifications.
20. The undersigned agrees to accept the City’s approval of the plans and specifications.
21. The undersigned agrees to accept the City’s approval of the plans and specifications.
22. The undersigned agrees to accept the City’s approval of the plans and specifications.
23. The undersigned agrees to accept the City’s approval of the plans and specifications.
24. The undersigned agrees to accept the City’s approval of the plans and specifications.
25. The undersigned agrees to accept the City’s approval of the plans and specifications.

The undersigned agrees to accept the City’s approval of the plans and specifications.
Building #1

Building #2

Building #3

Contractor shall form concrete flume w/ 6" wide by 3' back to back. Tie should look similar to two CG-1 curbs facing each other. The width should be 5' back to back. Tie into shoulder Park (not shown at SW 783.50).

Building #1

Building #2

Building #3

SW/PV 783.34

SW/PV 783.38

SW 783.34

SW 783.39

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### STORM SEWER CALCULATIONS

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</table>

**Notes:**
- This is a copy and may contain unauthorized alterations. The certification contained on this document shall not apply to any copies.
- If this is not a blue ink seal and the signature is not in blue ink, the plan is a copy and may contain unauthorized alterations.
1. All sanitary sub-drains shall be laid on 2,000 grit unless otherwise specified.
2. The Contractor shall install and properly adjust mechanical plugs at all connection points with existing lines until such time that the new line is tested and approved.
3. Where sanitary sewer lines are to be connected to an existing sewer line, a minimum of 24 inches of sag shall be provided. Wherever feasible, all new sanitary sewer line shall be located in a manner to fall in such direction from existing lines as to permit full use of the easement.
4. Performance testing in accordance with AWWA Section 5208. Witness and acceptance by City is required before planting in service.
5. All service lines shall be scheduled 40 PVC.
6. All pipe shall meet all material and method standards and specifications as set forth in ASTM C-478. All pre-cast manholes shall meet or exceed standards and specifications as set forth in ASTM C-478.
7. All manholes, catch basins, utility valves, and meter pits shall be adjusted or rebuilt to grade as required.
8. Trenching or laying of any pipe shall not be commenced until such time that the new line is tested and approved.
9. All pipe shall be approved by the City of Grain Valley, Missouri. All lines to be backfilled out of the roadway.
10. Water line to be backfilled to the back of curb unless noted.
11. All construction of water lines on this project shall be in accordance with Specifications and Procedure Requirements of the City of Grain Valley, Missouri, and with the requirements of the Missouri Department of Health and Missouri Department of Natural Resources.
12. All joints in water lines shall have a minimum of 12 inches of cover.
13. All fire hydrants shall be Waterworks Paper 607 or water A240 with minimum diameter of 3.1/2" and a minimum flow of 250 GPM. All fire hydrants shall be pre-wired to City Water Network.
14. All work shall be performed in accordance with AWWA 2508.5, at a minimum of 30 days after installation.
15. All inspection of sewer construction shall be performed by the City of Grain Valley.
16. It is the responsibility of the Contractor to have sanitary sewer lines air tested and sanitary sewer inspection covers provided for new construction and modifications to existing.
17. Areas with keys less than 12 feet deep, existing grade is proposed top of a joint shall be filled to a depth of three feet below the proposed top of joint and compacted to 95% density 24 hours prior to testing or laying of any pipe.
18. Sanitary sewer peeling materials shall be as follows:

<table>
<thead>
<tr>
<th>Depth</th>
<th>Material</th>
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<tbody>
<tr>
<td>0 to 12 feet</td>
<td>50/50 mix of PVC U/B &amp; Tyton</td>
</tr>
<tr>
<td>12 to 24 feet</td>
<td>75% PVC U/B &amp; 25% Tyton</td>
</tr>
<tr>
<td>Over 24 feet</td>
<td>60/40 mix of PVC U/B &amp; Tyton</td>
</tr>
</tbody>
</table>

19. All water lines shall be hydraulically tested for seating and leakage of 150 PSI per AWWA C-600. All connections shall be made in accordance with AWWA C-600. City will furnish the new and existing acceptable materials of clear opening tests before the line is placed in service. Hydrometer test per Section 20.7-1/2 feet head.
20. The Contractor shall furnish and install all fittings required to properly connect and secure the new water main, connections to existing water main, and installation of fire hydrants at the proper location and elevation.
21. The Contractor shall furnish and install all required temporary covers, e.g., fittings, temporary blocking, and necessary repairs, required for temporary connections for flushing, pressure testing, backfilling, and other connections. The Contractor shall be responsible for cleaning the lid and any other necessary materials used for testing or checking and replace them with properly fitted brass plugs.
22. Scheduling of water main and other connections to existing systems shall be at the discretion of the City Public Works Department.
23. All fire hydrants and valves shall be properly reinstalled using approved connection devices. Hydrants shall be installed at a point to provide service to the main with adequate back pressure and shall be properly protected, finished, and painted as directed by the City Public Works Department.
24. Scheduling of water main and other connections to existing systems shall be at the discretion of the City Public Works Department.
25. All fire hydrants and valves shall be properly reinstalled using approved connection devices. Hydrants shall be installed at a point to provide service to the main with adequate back pressure and shall be properly protected, finished, and painted as directed by the City Public Works Department.
26. All water mains requiring multiple legs, such as manholes, shall be reinstalled with approved jointing devices and ductile irons.
27. Concrete, joint, and backfilling materials on existing sewer lines shall be reconnected to a minimum of 2 feet (2") below grade and the new line shall be properly protected in accordance with construction procedures. Hydrometer testing of new and existing lines shall be performed as indicated by the City Public Works Department.
28. The Contractor shall verify all backfill within 24 hours of the existing water main prior to placing in service. Hydrometer testing of new and existing lines shall be performed as indicated by the City Public Works Department.
SANITARY SEWER DESIGN ANALYSIS:

- Existing 10" PVC at 0.6%, Capacity = 1.70 cfs
- Existing 8" PVC at 1.0%, Capacity = 1.21 cfs

Average Service Flow, Existing sewer:

- 86,800 gallon/day (86.8 capita x 100 gallon/day) = 86,800 gallon/day (.13 cfs)

Flows Provided by MEP Engineer per Building

- 3 Bedroom Apts. = 86.8 capita (PE)
- 2 Bedroom Apartment = 3 capita/unit (PE)
- Apartments/Condominiums = 86.8 capita (PE)

2 Bedroom Apartment = 3 capita/unit (PE)
Apartments/Condominiums = 86.8 capita (PE)

Average Design Avg. = design average flow
Q Peak Hourly = design peak hourly flow

SANITARY SEWER PROJECT NOTES:

1. See sheet 8 for all general notes related to sanitary sewer work.
2. See MEP plans for utility information outside of the building.
3. Ceiling and area of existing lateral lines are unknown to Engineer. Contractor to verify at least elevations for existing sewer connections prior to spring of any utilities. Contractor to verify at least elevations for existing sanitary lines as shown on the Demolition Plans.
4. Contractor to coordinate utility work with Engineer.

SANITARY SEWER LINE A

- Ground = (18 + P) / (4 + P)
- Top = 783.64

SANITARY SEWER LINE B

- 8" Water Line B
- 18" Existing HDPE (Approx. FL)

SANITARY SEWER PROJECT NOTES:

- Separation (Typ.)
- Maintain 18" Min. Vertical

At this time, the existing 6" sanitary service will be used for Building #4. If sanitary sewer design changes, as building design progresses, these plans will be updated to match the design changes.

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SANITARY SEWER PLAN AND PROFILE

SANITARY SEWER PROJECT NOTES:

1. See sheet 8 for all general notes related to sanitary sewer work.
2. See MEP plans for utility information outside of the building.
3. Ceiling and area of existing lateral lines are unknown to Engineer. Contractor to verify at least elevations for existing sewer connections prior to spring of any utilities. Contractor to verify at least elevations for existing sanitary lines as shown on the Demolition Plans.
4. Contractor to coordinate utility work with Engineer.
1. Additional erosion and sediment control methods and devices may be required as directed by the City or MoDNR.

2. General contractor shall be responsible to take whatever means necessary to establish permanent soil stabilization.

3. If installation of storm drainage system should be interrupted by weather or nightfall, the pipe ends shall be covered with filter fabric.

4. Additional erosion and sediment control measures will be installed if deemed necessary by on site inspection.

5. General contractor shall comply with all Stand and Local ordinances that apply.

6. This plan shall not be considered all inclusive as the general contractor shall take all necessary precautions to prevent soil sediment from leaving the site.

7. B. Check and clear the outfall device of any obstructions.

8. A. Inspect the detention basin system for sediment accumulation, erosion, trash accumulation, vegetate cover, and general condition.

9. After every significant runoff producing rainfall event of 1/2" or greater and at least once a week:
   - All exposed areas shall be seeded as specified within 14 days of final grading. Should construction last for longer than 14 days, the site shall be seeded as specified.
   - No land clearing or grading shall begin until all erosion control measures have been installed.
   - The general contractor shall strictly adhere to the SWPPP during construction operations.
   - Land disturbing activities shall not commence until approval to do so has been received by governing authorities.
   - The contractor shall refer to grading plan for final grades.
   - All existing structures, fencing, trees, etc., within the construction area shall be removed and disposed of off site per state and local ordinances. Any burning on site shall be subject to local ordinances.
   - Inspect and repair the collection system (i.e. catch basins, piping, swales, etc.) after significant rainfall to maintain proper function.
   - Repair eroded areas immediately, re-seed as necessary to maintain good vegetative cover. Mow vegetative cover to maintain a maximum height of six inches, and remove trash as needed.
   - All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately.
   - All wash water (concrete truck, vehicle cleaning, equipment cleaning, etc.) shall be disposed of in a manner that prevents contact between these materials and storm water that is discharged from the site.
   - All wash water (concrete truck, vehicle cleaning, equipment cleaning, etc.) shall be disposed of in a manner that prevents contact between these materials and storm water that is discharged from the site.
   - All existing structures, fencing, trees, etc., within the construction area shall be removed and disposed of off site per state and local ordinances. Any burning on site shall be subject to local ordinances.
   - Inspect and repair the collection system (i.e. catch basins, piping, swales, etc.) after significant rainfall to maintain proper function.
   - Repair eroded areas immediately, re-seed as necessary to maintain good vegetative cover. Mow vegetative cover to maintain a maximum height of six inches, and remove trash as needed.
   - Additional erosion and sediment control measures and devices may be required as directed by the City or MoDNR.
UTILITY DETAILS - SANITARY - 02.dgn

4/30/2020

19.068

OLD TOWN MARKET PLACE

TYPICAL CONNECTION TO EXISTING MANHOLE

STANDING TUBE - 09/23/20

SANITARY SEWER DETAILS

15 up 21
TESTING FOR FUG

INPOSED

PER SIZING (BO)

UNIT FOR

SPECIFIED MINIMUM FOR LENGTH (A) SHOWN (UNSCREWED LID)

OUTSIDE DIAMETER (D)

END OF SEWER MAIN

2"-4" SQUARE

COLOR-RED PLUG

CLEANOUT ADAPTER

STANDARD CLEANOUT DETAIL (LAMP)

Grain Valley

Sanitary Sewer Details

THE LOFTS AT
OLD TOWNE MARKET PLACE
GRAIN VALLEY • JACKSON COUNTY • MISSOURI

Consult Inc

ENGINEERS PLANNERS

Sanitary Sewer Details

THE LOFTS AT
OLD TOWNE MARKET PLACE
GRAIN VALLEY • JACKSON COUNTY • MISSOURI

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ENGINEERS PLANNERS

End of Sewer Main

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COLOR-RED PLUG

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2"-4" SQUARE

COLOR-RED PLUG

CLEANOUT ADAPTER

STANDARD CLEANOUT DETAIL (LAMP)
240 Total Stalls on Northern Part of Existing Development from access drive to access drive

35 Stalls on Northern Part of Existing to be Shared with New Development

Required Stalls for New Development

Proposed Development based on dwelling unit total = 318

Existing Stalls Remaining on Northern half of duplexes = 62

Existing stalls for Old Towne Market = 351

Grand Total Required = 537

New stalls from development = 102

Grand Total Provided = 540

Existing Stalls from Northern half of duplexes = 62

New stalls striped on existing development = 25

Estimated Stall Count Required

### Estimated Stall Count Provided

- New stalls from development = 102
- Existing Stalls from Northern half of duplexes = 62
- New stalls striped on existing development = 25

Grand Total Provided = 540

- Existing stalls for Old Towne Market = 351
- Existing Stalls Remaining on Northern half of duplexes = 62

Estimated Stall Count Required
TOTAL LIVING UNITS - 90 units:

BUILDING 1:
1st Floor
- 2 - 1 Bedroom Units
- 8 - 2 Bedroom Units
- 2 - 3 Bedroom Units

2nd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

3rd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

BUILDING 2:
1st Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

2nd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

3rd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

BUILDING 3:
1st Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

2nd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units

3rd Floor
- 2 - 1 Bedroom Units
- 6 - 2 Bedroom Units
- 2 - 3 Bedroom Units
HORIZONTAL CORRUGATED METAL PANEL

SCORED EPS OR FLAT PANEL SYSTEM - STRONG COLOR

THIN BRICK MATCH EXISTING

HORIZONTAL CORRUGATED METAL PANEL

EXISTING

THIN BRICK MATCH EXISTING

SCORED EPS OR FLAT PANEL SYSTEM - STRONG COLOR

HORIZONTAL CORRUGATED METAL PANEL

THIN BRICK

COMPOSITE SIDING - LIGHT COLOR

HORIZONTAL CORRUGATED METAL PANEL

THIN BRICK MATCH EXISTING

METAL ROOF SYSTEM

METAL ROOF SYSTEM

W/ METAL SUPPORTS, BLACK

RAISED

EXISTING

THIN BRICK MATCH EXISTING

SCORED EPS OR FLAT PANEL SYSTEM - STRONG COLOR

EXISTING

THIN BRICK MATCH EXISTING

SCORED EPS OR FLAT PANEL SYSTEM - STRONG COLOR

EXISTING

THE LOFTS AT OLD TOWNE

BUILDING 4 ELEVATIONS

5/1/2020

1/8" = 1'
# PLANNING & ZONING APPLICATION

## PROJECT INFORMATION

**Location:** The Lofts at Old Towne Market Place

**Subdivision:** Old Towne Marketplace

**Lot #:** 1

**Zoning District:** R-3P

**Description of Request:** EDP + Final Plat of the Lofts at Old Towne Market Place

## APPLICANT INFORMATION

**Name:** Bryan Rahn

**Company:** Ward Development

**Address:** 1120 NW Eagle Ridge Blvd, Grain Valley, MO 64029

**Telephone:** 816-955-3641

**Fax:** E-mail: bryanrahn@gmail.com

**Property Owner:** Old Towne Market Place LLC (David Ward)

**Additional Contact(s):**

## Type of Application

<table>
<thead>
<tr>
<th>Type of Application</th>
<th>Submittal Requirement List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezoning 1 • 2 • 5 • 10 • 11 • 14</td>
<td>1 Legal description of subject property</td>
</tr>
<tr>
<td>Ordinance Amendment 10</td>
<td>2 Map depicting general location of site</td>
</tr>
<tr>
<td>Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14</td>
<td>3 Summary Site Analysis depicting current character of site</td>
</tr>
<tr>
<td>Temporary Use Permit 2 • 10 • 14</td>
<td>4 Preliminary Plat (3 full size copies)</td>
</tr>
<tr>
<td>Preliminary Plat 1 • 3 • 4 • 14</td>
<td>5 Preliminary Development/ Site Plan (6 copies)</td>
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<tr>
<td>Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15</td>
<td>6 Final Plat (6 copies)</td>
</tr>
<tr>
<td>Preliminary Development/ Site Plan 1 • 3 • 5 • 8 • 9 • 14</td>
<td>7 Final Development/ Site Plan (6 copies)</td>
</tr>
<tr>
<td>Final Development/ Site Plan 1 • 7 • 8 • 9 • 14 • 15</td>
<td>8 Landscaping Plan (6 copies)</td>
</tr>
<tr>
<td>Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15</td>
<td>9 Building Elevations (6 copies)</td>
</tr>
<tr>
<td>Vacation of Right-of-way or Easement 1 • 14 • 16 • 17</td>
<td>10 Written description of the proposal</td>
</tr>
<tr>
<td>Future Land Use Map (Refer to page 9)</td>
<td>11 List of property owners within 185 feet</td>
</tr>
<tr>
<td></td>
<td>12 Construction plans for all public works improvements (6 copies)</td>
</tr>
<tr>
<td></td>
<td>13 Copies of tax certificates from City and County</td>
</tr>
<tr>
<td></td>
<td>14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner</td>
</tr>
<tr>
<td></td>
<td>15 Off-site easements if necessary</td>
</tr>
<tr>
<td></td>
<td>16 Survey of vacation area</td>
</tr>
<tr>
<td></td>
<td>17 Utility Comment Form - City will provide form</td>
</tr>
</tbody>
</table>

**Note:**
- Include at least one 8 ½ x 11 copy of all drawings and plans will all applications.

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code:

**Applicant's Signature**

**Date**

**Applicant's Signature**

**Date**
**BOA Staff Report – The Lofts at Old Towne Marketplace**  
**Final Development Plan and Final Plat**  
**May 27, 2020**

**ACTION:**  
Requesting approval of the Final Development Plan and Final Plat for the Lofts at Old Towne Marketplace.

**BACKGROUND:**  
The Board of Aldermen approved Ordinance 2496 on March 23, 2020 that changed the zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District – Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District). The Board also approved the preliminary development plan.

This site is generally located at Garden Street and near SW Eagles Parkway, aka 201 SW Eagles Parkway.

**PURPOSE:**  
The proposed Lofts at Old Towne will consist of 154 rental units and a mixed-use indoor amenity center. The development includes demolition of the building that previously contained the former Patricia’s Foods and Hardware store. A new four-story building (Building A) includes the first-floor mixed use amenity level and 64-rental units in three additional floors.

There will be three mostly identical three-story apartment buildings (Buildings B, C, and D) containing a total of 90 units on the vacant tract to the west.

The proposed 154 rental units will consist of 10% one-bedroom units, 80% two-bedroom units and 10% three-bedroom units.

The development will be completed in 2 phases. Buildings B, C and D as well as new parking lot will be completed in phase 1. Phase 2 will consist of the demolition and then construction of Building A.

The mixed-use amenity center will consist of an indoor pool, pickle ball courts, exercise room, media/theatre room, tenant co-op workspace and w-fi café, leasing office and tenant storage units.

**ANALYSIS:**  
The final development plan is like the approved preliminary development plan and complies with the requirements of the City’s land use regulations.
The final plat, Old Towne Marketplace – 12th plat, meets all the requirements of the City’s subdivision regulations. The City Engineer has approved the civil engineering plans.

**COMPREHENSIVE PLAN:**

In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be mixed between commercial and multi-family. The proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range plan for the city.

**PUBLIC INFORMATION AND PROCESS:**
N/A

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Final Development Plan and Final Plat for the Lofts at Old Towne Marketplace.
Resolutions
| CITY OF GRAIN VALLEY  
<table>
<thead>
<tr>
<th>BOARD OF ALDERMEN AGENDA ITEM</th>
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<td><strong>MEETING DATE</strong></td>
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<td><strong>AGENDA TITLE</strong></td>
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<td><strong>REQUESTING DEPARTMENT</strong></td>
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<td><strong>PRESENTER</strong></td>
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<tr>
<td><strong>FISCAL INFORMATION</strong></td>
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<tr>
<td><strong>PURPOSE</strong></td>
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<td><strong>BACKGROUND</strong></td>
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<td><strong>SPECIAL NOTES</strong></td>
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<td><strong>ANALYSIS</strong></td>
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<tr>
<td><strong>PUBLIC INFORMATION PROCESS</strong></td>
</tr>
<tr>
<td><strong>BOARD OR COMMISSION RECOMMENDATION</strong></td>
</tr>
<tr>
<td><strong>DEPARTMENT RECOMMENDATION</strong></td>
</tr>
<tr>
<td>REFERENCE DOCUMENTS ATTACHED</td>
</tr>
</tbody>
</table>
A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY REAPPOINTING BECKY GRAY, CHARLES HARRIS AND JARED ENGLISH TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR THREE-YEAR TERMS

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

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

WHEREAS, Becky Gray is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for over 2 years; and

WHEREAS, Becky Gray desires to continue to serve her community by participating on the Parks and Recreation Board; and

WHEREAS, Charles Harris is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for over 2 years; and

WHEREAS, Charles Harris desires to continue to serve his community by participating on the Parks and Recreation Board; and

WHEREAS, Jared English is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for just over 7 years; and

WHEREAS, Jared English desires to continue to serve his community by participating on the Parks and Recreation Board; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to reappoint Becky Gray, Charles Harris and Jared English to the Parks and Recreation Board.

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

SECTION 1: that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor’s reappointment of Becky Gray, Charles Harris and Jared English to the Grain Valley Parks and Recreation Board.

SECTION 2: Becky Gray, Charles Harris and Jared English shall be reappointed to a term of three years as prescribed by state statute.
PASSED and APPROVED, via voice vote, (-) this ___ Day of ____________, 2020.

________________________________________
Mike Todd
Mayor

ATTEST:

________________________________________
Jamie Logan
City Clerk
### A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MIKE SWITZER & JUSTIN TYSON TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION OF THE CITY OF GRAIN VALLEY, MISSOURI FOR SIX-YEAR TERMS

**MEETING DATE** 05/27/2020

**BILL NUMBER** R20-31

**AGENDA TITLE**

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MIKE SWITZER & JUSTIN TYSON TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION OF THE CITY OF GRAIN VALLEY, MISSOURI FOR SIX-YEAR TERMS

**REQUESTING DEPARTMENT** Administration

**PRESENTER** Ken Murphy, City Administrator

**FISCAL INFORMATION**

<table>
<thead>
<tr>
<th>Cost as recommended:</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Budget Line Item:</td>
<td>N/A</td>
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<tr>
<td>Balance Available:</td>
<td>N/A</td>
</tr>
<tr>
<td>New Appropriation Required:</td>
<td>[ ] Yes</td>
</tr>
</tbody>
</table>

**PURPOSE** To maintain full membership on the Industrial Development Authority Corporation

**BACKGROUND** In compliance with State Statute and Ordinance set by the City of Grain Valley; the appointment of members to the Industrial Development Authority Corporation as necessary

**SPECIAL NOTES** Not Applicable

**ANALYSIS** Not Applicable

**PUBLIC INFORMATION PROCESS** Not Applicable

**BOARD OR COMMISSION RECOMMENDATION** Not Applicable

**DEPARTMENT RECOMMENDATION** Staff Recommends Approval

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

STATE OF
MISSOURI

May 27, 2020
RESOLUTION NUMBER
R20-31

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MIKE SWITZER & JUSTIN TYSON TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION OF THE CITY OF GRAIN VALLEY, MISSOURI FOR SIX-YEAR TERMS

WHEREAS, on February 27, 2012, the Board of Aldermen of the City of Grain Valley, Missouri, adopted Ordinance No. 2211 authorizing the formation of the Industrial Development Authority of the City of Grain Valley, Missouri (“IDA”); and

WHEREAS, the members of the Board of Directors of the IDA (“Directors”) are required by Chapter 349 of the Revised Statutes of Missouri (the “Industrial Development Corporations Act”) to be resident taxpayers of the City of Grain Valley and may not be an officer or employee of the City; and

WHEREAS, the Directors are required by the Industrial Development Corporations Act to serve staggered terms that are initially two years, four years, and six years in duration; and

WHEREAS, while it is not clearly stated in the language of the statute, it appears the intent of the staggered terms requirement in the Industrial Development Corporations Act is that successive terms of Directors all be six years in duration in order to maintain the staggered terms initially set for the Directors; and

WHEREAS, Mike Switzer & Justin Tyson are duly qualified citizens of Grain Valley and desire to serve their community by participating on the Industrial Development Authority Corporation; and

WHEREAS, the Mayor of Grain Valley, Michael Todd, wishes to reappoint Mike Switzer & Justin Tyson to the Industrial Development Authority Corporation.

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

SECTION 1: The Board of Aldermen of the City of Grain Valley, Missouri confirms the Mayor’s reappointment of Mike Switzer and Justin Tyson to the Grain Valley Industrial Development Authority Corporation

SECTION 2: Mike Switzer and Justin Tyson are appointed to six year terms.

BE IT FURTHER RESOLVED that the Mayor and Board of Aldermen extend to Mike Switzer and Justin Tyson their sincerest appreciation, in advance, for their time and consideration in serving their community.

[R20-31]
PASSED and APPROVED, via voice vote, ( ) this ___ Day of ______, 2020.

________________________________________
Mike Todd
Mayor

ATTEST:

________________________________________
Jamie Logan
City Clerk
| CITY OF GRAIN VALLEY  
<table>
<thead>
<tr>
<th>BOARD OF ALDERMEN AGENDA ITEM</th>
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<tbody>
<tr>
<td>MEETING DATE</td>
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<tr>
<td>BILL NUMBER</td>
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<tr>
<td>AGENDA TITLE</td>
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<tr>
<td>REQUESTING DEPARTMENT</td>
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<td>PRESENTER</td>
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<td>FISCAL INFORMATION</td>
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<td>New Appropriation Required:</td>
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<tr>
<td>PURPOSE</td>
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<tr>
<td>BACKGROUND</td>
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<tr>
<td>SPECIAL NOTES</td>
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<tr>
<td><strong>ANALYSIS</strong></td>
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<tr>
<td><strong>PUBLIC INFORMATION PROCESS</strong></td>
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<td><strong>BOARD OR COMMISSION RECOMMENDATION</strong></td>
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<tr>
<td><strong>DEPARTMENT RECOMMENDATION</strong></td>
</tr>
<tr>
<td><strong>REFERENCE DOCUMENTS ATTACHED</strong></td>
</tr>
</tbody>
</table>
A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH STANGER INDUSTRIES, INC. FOR HVAC PREVENTATIVE
MAINTENANCE/SERVICES

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

WHEREAS, the Board of Aldermen adopted the 2020 budget that appropriated funds for the
maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City
facilities; and

WHEREAS, Stanger Industries, Inc. has the experience and resources necessary to provide
the City with the desired services; and

WHEREAS, Stanger Industries Inc. was selected through an RFP process.

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 with
Stanger Industries, Inc. for HVAC and mechanical services.

PASSED and APPROVED, via voice vote, (___) this ___ Day of May, 2020.

________________________________________
Mike Todd
Mayor

ATTEST:

________________________________________
Jamie Logan
City Clerk
HVAC PREVENTATIVE MAINTENANCE SERVICES
RFP #2020-02 due April 29, 2020 3:00PM

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main Street
Grain Valley, MO 64029

Submitted By: Stanger Industries, Inc.
4911 Elmwood Avenue
Kansas City, MO 64130
Scott Corkill P: 816-985-8256
HVAC PREVENTATIVE MAINTENANCE SERVICES
RFP #2020-02 due April 29, 2020 3:00PM

INDEX:

Tab 1: Cover Letter, RFP Signature Page
Tab 2: Form 1 & 2 - Contractor Qualification Form
Key Individuals Information
Tab 3: Form 3 - Contractor Reference Form
Tab 4: Form 4 - Service Fee Form
Tab 5: Form 5- Execution of Proposal Form;
Tab 6: E-Verity Memorandum of Understanding
Tab 7: Exhibit “A” Non-Collusion Certification
Tab 8: Miscellaneous – Signed Addendums & State of MO Documents
City of Grain Valley
711 Main St
Grain Valley, MO 64029
Phone: 816-847-6292

2020
REQUEST FOR PROPOSALS FOR
HVAC Preventative MAINTENANCE/SERVICES
RFP #2020-02

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal –2020 HVAC Preventative Maintenance/Services” and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name: Stanger Industries, Inc.
Address: 4911 Elmwood Avenue, Kansas City, MO 64130
City/State/Zip: (816) 861-2800 (816) 861-2300
Telephone #: Fax #: gestanger@stangerinc.com
E-mail: 

Authorized Person (Print): President
Signature:

Title: April 29, 2020 43-1228737
Date: Tax ID #:

Entity Type: S Corporation

Page 1
FORM 1

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: Stanger Industries, Inc.

Address: 4911 Elmwood Avenue, Kansas City, MO 64130

Contact Name & Title: Scott Corkill, Service Sales

Type of Business:
X Corporation (S)
_____ Partnership

_____ Individual

_____ Other, Explain:

How many years has your business operated without interruption? 39 Years

How many years has your business performed commercial HVAC Services? 39 Years

Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain:

NO

Describe the services offered by your business.

Construction Management and Administration

Millwork for HVAC/Plumbing Installation, Boiler Install/Replacement,

Any work associated with plumbers & pipefitters. 24/7 Service Dept.

Does your business have knowledge of or experience with automated building controls? If so, explain:

Yes, Stanger Industries, Inc. has trained mechanics to operate most Building Automation Systems

Would your business provide us with a dedicated technician when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:

Stanger Industries, Inc. has a number of mechanics that live East of town that are well qualified for repairs on this equipment. TBD
Scott Corkill, Service Sales

EDUCATION

- 5 Yr. Pipe Fitters Apprenticeship School - Kansas City, Mo.
- Full Time Student HVAC Training
- Area Vocational Tech School - Kansas City, Ks
- High School Diploma
- Wyandotte High School - Kansas City, KS

OTHER

- ABB VFD Certified
- Backflow Certified
- CFC Certified
- York Centrifugal Certified
- VRF Training
- HVAC Service & Construction

EXPERIENCE

2019 – Present Stanger Industries
- Service Sales HVAC & Plumbing
- Provide customer support, pricing and project supervision

2013 – 2019 Enerfab / Foley Company
- Service Sales HVAC & Plumbing
- Provide customer support, pricing and project supervision

2009 - 2013 Foley Company
- HVAC Service - Lead Chiller Mechanic
- Serviced all brands of chillers from inspections to overhauls
- Repairs to boilers, pumps, towers, split system, IT room climate control
- Refrigeration repairs and service
Eric McGhee, Service Manager

SUMMARY

- Over 30 years of experience in the HVAC industry
- Began career as a Service Apprentice, transitioned to a Factory Certified Journeymen and finally to Service Management
- Established record of service management and department growth
- Loyal customer base with exceptional technicians

EXPERIENCE

2019 – current  Service Manager  Stanger, Inc
  - Strategic planning and oversight for Service Department
  - Recruit and train management personnel
  - Responsible for growth of Service Department

2017 – 2019  Service Manager  MMC Contractors
  - Strategic planning and oversight for Service Department
  - Recruit and train management personnel
  - Develop and monitor annual departmental budget
  - Responsible for growth of Service Department

2010 – 2017  Service Manager  Foley Company
  - Established Service Department
  - Steady annual growth through my tenure
  - Strategic planning and oversight for Service Department
  - Recruit and train management personnel
  - Develop and monitor annual departmental budget

2007 – 2010  Service Supervisor  Fagan Company
  - Strategic planning and oversight for Service Department
  - Recruit and train management personnel
  - Develop and monitor annual departmental budget
Ronald Robinson, Service Technician

EDUCATION
Johnson County Community College Continuing Education
Pipefitters Local 533

EXPERIENCE
- Over thirty-five (35) years of boiler installation, inspections, repairs and replacement

LICENSE & CERTIFICATIONS
- EPA Certification – Universal
- Crane Signalperson & Rigger Qualification Course
- Gas Pressure Regulator Overview & Updates Certificate
- Certificate of Completion on Hydronics Training
- Mitsubishi M&P Series Field Service Seminar

STRENGTHS AND ACCOMPLISHMENTS
- Boiler work, tube replacement and refractory repair
- Knowledge for problem solving and confidence for repairs
Mark Strausbaugh, Service Technician

EDUCATION
Johnson County Community College Continuing Education
Pipefitters Local 533

EXPERIENCE
- Over eighteen (18) years of experience in Boilers, Chillers, Cooling Towers and HVAC maintenance and RTU installations

LICENSE & CERTIFICATIONS
- VFD Certified
- EPA Certification – Universal
- 30-hour OSHA Construction Safety and Health
- Missouri Propane Gas Association
- Keyes to Applying High Efficiency, Low Mass Boiler (CAMUS)
- Carlyle Compressor Course

STRENGTHS AND ACCOMPLISHMENTS
- Cooling Systems: Split systems, Packaged systems and Rooftop Units
- Boilers: troubleshooting and tube replacement
- Furnaces: gas and electric
- Installation and excellent diagnostic skills and problem solving
Quincy D. Taylor, Service Technician

**EDUCATION**
Metropolitan Community College
Pipefitter's Local 533

**EXPERIENCE**
- Over eight (8) years of experience in Boiler, Chiller and HVAC maintenance and RTU installations

**LICENSE & CERTIFICATIONS**
- Missouri Department of Natural Resources Water Protection Program
- Operating Engineer Certificate of Qualification
- EPA Certification – Universal
- 30-hour OSHA Construction Safety and Health
- Fower Flame Class for setting combustion on burners

**STRENGTHS AND ACCOMPLISHMENTS**
- Cooling Systems: Split systems, Packaged systems and Rooftop Units
- Boilers: troubleshooting and tube replacement
- Furnaces: gas and electric
- Installation and excellent diagnostic skills
FORM 3

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for Stanger Industries, Inc.

Business Name Husqvarna Construction Products
Street Address 17400 W. 119th St
City, State & Zip Olathe, KS 66061
Contact Person Name & Title Jim Wright, Bldg Superintendent
Phone, fax and email Phone: 816-213-3337; Fax: 913-438-7947 - email: jim.wright@husqvarnagro.ip.com
Describe Scope of Work and approx. dates of service

Have worked with Husqvarna Construction from 2012 to the present - HVAC Service, Maintenance & Repair

Business Name Biomat USA, Inc. and Biomat GAGE
Street Address 2915 Southwest Gage Boulevard
City, State & Zip Topeka, KS 66606
Contact Person Name & Title Christina Teasley, Center Manager
Phone, fax and email Phone: 785-273-3659; email: Christina.teasley@grifols.com
Describe Scope of Work and approx. dates of service

Have worked with Biomat from 2009 to present - HVAC Service, Maintenance, Repair and also blood plasma freezer maintenance

Business Name Douglas County Jail
Street Address 3601 East 25th Street
City, State & Zip Lawrence, KS 66046
Contact Person Name & Title Issac Smotts, Maintenance Supervisor
Phone, fax and email Phone: 785-331-5559; email: ismotts@douglascountyks.org
Describe Scope of Work and approx. dates of service

Newest Company, started working this year - HVAC Service, Maintenance & Repair

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## FORM 4

**CITY OF GRAIN VALLEY, MISSOURI**  
**HVAC SERVICES RFP**  
**SERVICE FEE FORM**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee ($)</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Inspection Program</td>
<td>2,163.00</td>
<td>HR</td>
</tr>
<tr>
<td>Mid-Summer Inspection Program</td>
<td>2,163.00</td>
<td>HR</td>
</tr>
<tr>
<td>Fall Inspection Programs</td>
<td>2,163.00</td>
<td>HR</td>
</tr>
<tr>
<td>Mid-Winter Inspection Programs</td>
<td>2,163.00</td>
<td>HR</td>
</tr>
<tr>
<td>Certified Technician – Normal Hours</td>
<td>110.00</td>
<td>HR</td>
</tr>
<tr>
<td>Certified Technician – Overtime Hours</td>
<td>147.00</td>
<td>HR</td>
</tr>
<tr>
<td>Certified Technician – Emergency Call Out</td>
<td>147.00</td>
<td>HR</td>
</tr>
<tr>
<td>Certified Technician – Holiday Hours /Double Time</td>
<td>182.00</td>
<td>HR</td>
</tr>
<tr>
<td>Helper Technician – Normal Hours (if applicable)</td>
<td>85.00</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Overtime Hours (if applicable)</td>
<td>122.00</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Emergency Call Out (if applicable)</td>
<td>122.00</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Holiday Hours (if applicable) Double Time</td>
<td>157.00</td>
<td>HR</td>
</tr>
<tr>
<td>List any relevant mark-ups, with details (if applicable)</td>
<td>Parts -20%</td>
<td>HR</td>
</tr>
<tr>
<td>Other (must define)</td>
<td>N/A</td>
<td>HR</td>
</tr>
</tbody>
</table>

**Define hours for After Hours/ overtime work:**
- **OT Work** = Before or after 7:00AM - 3:30 PM  
- **Sundays and Holidays** = Double Time

**Define your guaranteed response time:**
- Stanger Guarantees a maximum of 3 hour response time if requested.

**List any exceptions or assumptions in your pricing:**
- Truck charge of $60.00 per service call - negotiable?

---

**Signed (4) Addendums behind last tab for Miscellaneous and State of MO Documents**

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May 1, 2019

Stanger Service Customers

RE: HOURLY RATES

The following Plumbing & HVAC service rates are currently in effect through May 31, 2020. Please be advised that service rates are subject to change at any time.

<table>
<thead>
<tr>
<th></th>
<th>PLUMBING</th>
<th>HVAC STANDARD</th>
<th>HVAC PREF. (Maint Agrmt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straight Time</td>
<td>$110.00</td>
<td>$120.00</td>
<td>$110.00</td>
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<tr>
<td>Time and a Half (Min. 2 hr)</td>
<td>$147.00</td>
<td>$157.00</td>
<td>$147.00</td>
</tr>
<tr>
<td>Double Time (Min. 2 hr)</td>
<td>$182.00</td>
<td>$192.00</td>
<td>$182.00</td>
</tr>
<tr>
<td>Truck Charge (Per Event)</td>
<td>$ 60.00</td>
<td>$ 60.00</td>
<td>$ 60.00</td>
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</tbody>
</table>

Hourly rates include, but are not limited to, the following:
- Taxes
- Insurance
- Fringe Benefits
- Overhead
- Profit
- Consumables (small hand tools, portable ban saw, sawz-all, power tools, PPE equipment, hammer drill chain snappers, pliers, screw drivers, level, nut drivers, etc.)

We charge:
- 10% markup on subcontractors
- 10% markup on rental (example; lift)

In house rental charge:
- Small sewer machine $ 50.00
- Large sewer machine $ 100.00
- Jetting Machine $ 100.00
- Line Camera $ 100.00

Sincerely,

Scott Corkill

Service Sales
scorkill@stangerinc.com
FORM 5

CITY OF GRAIN VALLEY
HVAC SERVICES RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

X That this proposal was signed by an authorized representative of the business.

X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

X That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor’s response.

Business Name: Stanger Industries, Inc.

Authorized Signature: [Signature]

Date: 4/29/2020

Greg Stanger, President

Printed Name & Title
THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Stanger Industries (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.


ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
   a. Notice of E-Verify Participation
   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status.
reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer’s services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means,
case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the
B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,
Approved by:

<table>
<thead>
<tr>
<th><strong>Employer</strong></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Stanger Industries</td>
<td></td>
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<thead>
<tr>
<th><strong>Name (Please Type or Print)</strong></th>
<th><strong>Title</strong></th>
<th><strong>Signature</strong></th>
<th><strong>Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elly C Sherman</td>
<td></td>
<td>Electronically Signed</td>
<td>04/02/2009</td>
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</table>

| **Department of Homeland Security – Verification Division** |

<table>
<thead>
<tr>
<th><strong>Name (Please Type or Print)</strong></th>
<th><strong>Title</strong></th>
<th><strong>Signature</strong></th>
<th><strong>Date</strong></th>
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</thead>
<tbody>
<tr>
<td>USCIS Verification Division</td>
<td></td>
<td>Electronically Signed</td>
<td>04/02/2009</td>
</tr>
</tbody>
</table>
Company ID Number: 203273

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)
EXHIBIT “A” NON-COLLUSION CERTIFICATION

STATE OF MISSOURI
CITY/COUNTY OF Jackson

Greg Stanger being first duly sworn, deposes and says that he is

President
Title of Person Signing

of Stanger Industries, Inc.

Name of Bidder

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

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

BY Stanger Industries, Inc.

BY

BY Greg Stanger, President

SWORN to before me this 29th day of April 20 20

Rebecca L. Larson
Notary Public

My Commission Expires June 11, 2022
City of Grain Valley, Missouri

Facility Maintenance RFP’s for HVAC Preventative Maintenance/Service, Electrical Services (as needed), Plumbing Services (as needed) and Building Maintenance (as needed).

April 1, 2020
Addendum No. 1

TO ALL PROSPECTIVE CONTRACTORS:

1. On page 4 under General Information. It states that if awarded contract that you must submit a copy of your professional liability insurance. The question was asked if a COI (Certificate of Liability Insurance) would work in place of the professional liability insurance. The answer is YES. A copy of your COI is what will need to be submitted if awarded the contract.

Signed by: Greg S:anger, President
City of Grain Valley, Missouri

Facility Maintenance RFP’s for HVAC Preventative Maintenance/Service, Electrical Services (as needed), Plumbing Services (as needed) and Building Maintenance (as needed).

April 7, 2020
Addendum No. 3

TO ALL PROSPECTIVE CONTRACTORS:

Due to the COVID-19 and trying to practice social distancing we will need to schedule our facilities walkthrough on April 15th by appointment only. Please limit the number of people on the walk through to two people. The first walkthrough will be scheduled for 8:30AM. I will be scheduling the walkthroughs for a one-hour time frame. Please contact Mike Russell at either mrussell@cityofgrainvalley.org or at 816-847-6226 to schedule your walkthrough. Please make sure to leave good contact information.

Signed by: Greg Stanger, President
For the operation of:

STANGER INDUSTRIES INC
4911 ELMWOOD AVE
KANSAS CITY MO 64130-2877

2020

This license is effective until December 31, 2020. You have until the last day of February to renew.

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.

1025674368
Post at location licensed

Mari Ruck, Commissioner of Revenue

This license may be suspended or revoked in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo.
FINANCE DEPARTMENT • REVENUE DIVISION • BUSINESS LICENSE SECTION
1118 Oak Street • Kansas City, MO 64106-2786 • (816) 513-1120
STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

STANGER INDUSTRIES INC.
00231084

was created under the laws of this State on the 18th day of May, 1981, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of February, 2020.

[Signature]
Secretary of State

Certification Number: CERT-02132020-0029
CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

Preventive Maintenance Services HVAC Systems

This agreement made this _____ day of _____________ 2020, between Stanger Industries, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 4911 Elmwood Avenue, Kansas City, Missouri, hereafter referred to as the Contractor, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event that there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____________, 2020 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2020-02 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2020-02 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning ____________, 2020 and ending ____________, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services
under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury, or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury, or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted
subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VIII: TERMINATION OF AGREEMENT**
With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

**ARTICLE IX: WARRANTY**

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

**ARTICLE X: IMMIGRATION COMPLIANCE**

the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide upon execution of this agreement affirmative proof that the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The signator shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver’s license, a Missouri driver’s license, as well as any document issued by the federal government that confirms an alien’s lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be
available from the City Clerk if needed.

ARTICLE XI: MISCELLANEOUS

A. Hold Harmless Clause
The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from a violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

B. Exemption from Taxes
The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

C. Employment Discrimination by Contractors Prohibited/Wages/Information
During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

D. Severability
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

E. Applicable Laws
All work performed shall be in compliance with all applicable City of Grain Valley codes.

This Agreement shall be governed by and construed and interpreted in accordance with the internal
laws of the State of Missouri, without regard to its principles of conflict of laws.

F. Drug/ Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except for the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

G. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor’s sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

H. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

I. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

J. Independent Contractor. The Parties agree that the Contractor is an independent contractor and nothing herein shall create an employment relationship between the City and the Contractor or any of the Contractor’s employees.

The remainder of this page left intentionally blank
IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: ________________________________
    Ken Murphy, City Administrator

Attest: ______________________________
        Jamie Logan, City Clerk

STANGER INDUSTRIES

By: _________________________________Print __________________________Signature
    Stanger Industries
<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>5/27/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BILL NUMBER</strong></td>
<td>R20-33</td>
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<td><strong>AGENDA TITLE</strong></td>
<td>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A &amp; A ELECTRICAL, INC. FOR ELECTRICAL SERVICE (AS NEEDED)</td>
</tr>
<tr>
<td><strong>REQUESTING DEPARTMENT</strong></td>
<td>COMMUNITY DEVELOPMENT</td>
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<tr>
<td><strong>PRESENTER</strong></td>
<td>Mark Trosen, Director</td>
</tr>
<tr>
<td><strong>FISCAL INFORMATION</strong></td>
<td>Cost as recommended: Refer to A &amp; A Electrical response to RFP</td>
</tr>
<tr>
<td></td>
<td>Budget Line Item: 100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)</td>
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<tr>
<td></td>
<td>Balance Available: $24,500 for Term and Supply contracts with $5,000 planned for this contract. FY2020</td>
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<td></td>
<td>New Appropriation Required: [ ] Yes [ X ] No</td>
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<tr>
<td><strong>PURPOSE</strong></td>
<td>To approve the contract with A &amp; A Electrical, Inc to provide electrical services (as needed) on City owned buildings and equipment</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>Any past agreement with Electrical Contractors has expired and the City went through the RFP process to solicit bids for services</td>
</tr>
<tr>
<td><strong>SPECIAL NOTES</strong></td>
<td>Advertised as RFP no. 2020-03</td>
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<tr>
<td><strong>ANALYSIS</strong></td>
<td>All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.</td>
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<tr>
<td><strong>PUBLIC INFORMATION PROCESS</strong></td>
<td>RFP advertised in the Examiner on April 1st, 2020 as well as notification sent to prospective bidders and posted on the City website.</td>
</tr>
<tr>
<td><strong>BOARD OR COMMISSION RECOMMENDATION</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>DEPARTMENT RECOMMENDATION</strong></td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td><strong>REFERENCE DOCUMENTS ATTACHED</strong></td>
<td>Resolution, Bid proposal and contract</td>
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</table>
CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 27, 2020
RESOLUTION NUMBER
R20-33

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A & A ELECTRICAL, INC. FOR ELECTRICAL SERVICES (AS NEEDED)

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

WHEREAS, the Board of Aldermen adopted the 2020 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

WHEREAS, A & A Electrical, Inc. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, A & A Electrical Inc. was selected through an RFP process.

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 with A & A Electrical, Inc. for electrical services (as needed).

PASSED and APPROVED, via voice vote, (___-___) this____ Day of May, 2020.

________________________________________
Mike Todd
Mayor

ATTEST:
________________________________________
Jamie Logan
City Clerk
April 21, 2020

Mike Russell, Building Official
City of Grain Valley MO
711 Main Street
Grain Valley, MO 64029

RE: RFP for 2020 Electrical Service (as needed), RFP# 2020-03

We are very pleased to submit A&A Electrical, Inc.'s proposal in response to your RFP to provide Electrical Service. The attached documents outline our proposed approach to the project and addresses the information requirements that were outlines in the RFP.

With over 26 years in existence as a Missouri Corporation, our company has the in-depth knowledge and expertise to undertake this initiative on behalf of the City of Grain Valley – and to complete it efficiently, on time and on budget. Our staff consists of a Master Electrician with over 38 years of experience, Journeymen Electricians and Electrician Apprentices, who have a proven track record of troubleshooting, service calls, and commercial electrical construction.

Our team has been employed with us from 3 years to 20 years, with our Journeymen Electricians each having over 30 years of experience. Our Apprentice Electricians are enrolled in a Dept of Labor Registered Apprentice Program. We have been located in Grain Valley since 1994, collaborating with the City of Grain Valley on many projects over the years.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Respectfully,

[Signature]

Haydn R. Ambrose, Master Electrician
President, A&A Electrical, Inc.

LKA/ika

Encl: RFP Signature Page and Non-collusion Certification
Contractors Qualification Form
Contractor Reference Form
Service Fee Form
Execution of Proposal Form
E-Verify Memorandum of Understanding
City of Grain Valley
711 Main St
Grain Valley, MO 64029
Phone: 816-847-6292

2020
REQUEST FOR PROPOSALS FOR
ELECTRICAL SERVICE (AS NEEDED)
RFP #2020-03

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal –2020 Electrical Service (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Person (Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; A ELECTRICAL INC</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>705 SQUIRE CT</td>
<td></td>
</tr>
<tr>
<td>GRAIN VALLEY, MO 64029</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip</td>
<td></td>
</tr>
<tr>
<td>816 847 1902 816 847 1903</td>
<td></td>
</tr>
<tr>
<td>Telephone #</td>
<td></td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ADMIN@AAELECTRICALINC.COM">ADMIN@AAELECTRICALINC.COM</a></td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRESIDENT</th>
<th>Title</th>
<th>4/21/2020</th>
<th>43-1746599</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Tax ID #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporation</td>
<td>Entity Type</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 1
EXHIBIT “A” NON-COLLUSION CERTIFICATION

STATE OF MISSOURI
CITY/COUNTY OF JACKSON

HAYDN R AMBROSE

being first duly sworn, deposes and says that he is

PRESIDENT
Title of Person Signing

of A&A ELECTRICAL INC

HAYDN R AMBROSE
Name of Bidder

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

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

BY

BY

BY

SWORN to before me this 21st day of APRIL 2020.

LESLIE K. AMBROSE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: May 02, 2022
Commission Number: 146667-4

My Commission Expires 5-2-22
FORM NO. 1

CITY OF GRAIN VALLEY, MISSOURI
ELECTRICAL SERVICES (AS NEEDED) RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: A&A ELECTRICAL, INC

Address: 705 SQUIRE CT, GRAIN VALLEY, MO 64029

Contact Name & Title: HAYDN R AMBROSE, PRESIDENT

Type of Business:
XX: Corporation
___: Individual
_____ : Partnership
_____ : Other, Explain:

How many years has your business operated without interruption? 25 YEARS

How many years has your business performed commercial Electrical Services? 25 YEARS

Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain: NO

Describe the services offered by your business.
TROUBLESHOOTING, SERVICE CALLS, NEW OR REMODEL CONSTRUCTION, BUCKET TRUCK WORK, LIGHTING RETROFITS, PANEL UPGRADES.

Would your business provide us with a dedicated technician when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:

YES, IF REQUIRED. ALL OF OUR EMPLOYEES HAVE EXTENSIVE EXPERIENCE AND FAMILIARITY OF ALL OF THE CITY FACILITIES.
List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

**HAYDN AMBROSE - MASTER ELECTRICIAN**

**GREG HAWKINS - JOURNEYMAN 30 YEARS EXPERIENCE**

**KEN SMITH - JOURNEYMAN 35 YEARS EXPERIENCE**

**JESSE HAWKINS - APPRENTICE 5 YEARS EXPERIENCE**

**JOHN MCBRATNEY - JOURNEYMAN 28 YEARS EXPERIENCE**

**CHRIS SAMMONS - JOURNEYMAN 20 YEARS EXPERIENCE**

**GEREMY SOWASH - APPRENTICE 4 YEARS EXPERIENCE**

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

**NONE**
# FORM NO. 3

CITY OF GRAIN VALLEY, MISSOURI  
ELECTRICAL SERVICES (AS NEEDED) RFP  
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for A&A ELECTRICAL, INC

<table>
<thead>
<tr>
<th>Business Name</th>
<th>WARD DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>1120-A NW EAGLE RIDGE BLVD</td>
</tr>
<tr>
<td>City, State &amp; Zip</td>
<td>GRAIN VALLEY, MO 64029</td>
</tr>
<tr>
<td>Contact Person Name &amp; Title</td>
<td>KENT BILQUIST, PROJECT MANAGER DAVID WARD, OWNER</td>
</tr>
<tr>
<td>Phone, fax and email</td>
<td>816 229 8115 816 229 5012 <a href="mailto:DAVID@SAFETYMINISTORAGE.COM">DAVID@SAFETYMINISTORAGE.COM</a></td>
</tr>
</tbody>
</table>

Describe Scope of Work and approx. dates of service

NEW COMMERCIAL CONSTRUCTION, REMODEL CONSTRUCTION, TROUBLESHOOT, SERVICE CALLS  
CLIENT SINCE 1999

References for PHOENIX RENOVATION & RESTORATION

<table>
<thead>
<tr>
<th>Business Name</th>
<th>PHOENIX RENOVATION &amp; RESTORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>16250 FOSTER</td>
</tr>
<tr>
<td>City, State &amp; Zip</td>
<td>OVERLAND PARK, KS 66085</td>
</tr>
<tr>
<td>Contact Person Name &amp; Title</td>
<td>MIKE WONDRA, PROJECT MANAGER</td>
</tr>
<tr>
<td>Phone, fax and email</td>
<td>913 599 0055 913 599 0053 <a href="mailto:MWONDRA@KCPHOENIX.COM">MWONDRA@KCPHOENIX.COM</a></td>
</tr>
</tbody>
</table>

Describe Scope of Work and approx. dates of service

REMODEL RESIDENTIAL ELECTRICAL, RENOVATION AND RESTORATION FOR STORM AND FIRE DAMAGE  
CLIENT SINCE JANUARY 2000

References for AAA DISPOSAL

<table>
<thead>
<tr>
<th>Business Name</th>
<th>AAA DISPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>PO BOX 109</td>
</tr>
<tr>
<td>City, State &amp; Zip</td>
<td>OAK GROVE, MO 64075</td>
</tr>
<tr>
<td>Contact Person Name &amp; Title</td>
<td>JASSEN HOLMBERG, OWNER</td>
</tr>
<tr>
<td>Phone, fax and email</td>
<td>816 650 3180 816 650 5368 <a href="mailto:AAADISPOSAL@GMAIL.COM">AAADISPOSAL@GMAIL.COM</a></td>
</tr>
</tbody>
</table>

Describe Scope of Work and approx. dates of service

NEW COMMERCIAL ELECTRICAL CONSTRUCTION, REMODEL ELECTRICAL CONSTRUCTION, SERVICE CALLS AND TROUBLESHOOTING OF PROBLEMS  
CLIENT SINCE OCTOBER 2001

Page 13
Business Name  FELDMAN'S FARM AND HOME
Street Address  1332 W KANSAS ST
City, State & Zip  LIBERTY, MO  64068
Contact Person Name & Title  ALAN BUCKWALTER
Phone, fax and email  816 792 0994  816 792 1360  ALAN@FELDMANS-FH.COM
Describe Scope of Work and approx. dates of service
REMODEL OF LIBERTY STORE, TROUBLESHOOTING AND SERVICE CALLS FOR BLUE SPRINGS, LIBERTY AND BONNER SPRINGS STORES.
CLIENTS SINCE BEFORE 2001
## FORM NO. 4

CITY OF GRAIN VALLEY, MISSOURI
ELECTRICAL SERVICES (AS NEEDED) RFP
SERVICE FEE FORM

<table>
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<th>Description</th>
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<tr>
<td>Journeyman – Normal Hours</td>
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<tr>
<td>Journeyman – Overtime Hours</td>
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<tr>
<td>Journeyman – Emergency Call Out</td>
<td>$ 98.00 HR</td>
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<tr>
<td>Journeyman – Holiday Hours</td>
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<tr>
<td>Journeyman Helper – Normal Hours (if applicable)</td>
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<tr>
<td>Helper – Overtime Hours (if applicable)</td>
<td>$ 63.00 HR</td>
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<tr>
<td>Helper – Emergency Call Out (if applicable)</td>
<td>$ 68.00 HR</td>
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<tr>
<td>Helper – Holiday Hours (if applicable)</td>
<td>$ 80.00 HR</td>
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<tr>
<td>List any relevant mark-ups, with details (if applicable)</td>
<td>HR</td>
</tr>
<tr>
<td>Other (must define)</td>
<td>HR</td>
</tr>
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</table>

Define hours for After Hours/ Overtime work:
OVERTIME BEGINS WHEN WORK IN-PROGRESS EXTENDS BEYOND 3:30 PM WEEKDAYS
EMERGENCY CALLS OCCUR WEEKDAYS IF CALLED IN AFTER 3:30PM OR ALL DAY SATURDAY

Define your guaranteed response time:
60 MINUTES FOR EMERGENCY CALLS

List any exceptions or assumptions in your pricing:

SCHEDULED WORK ON SATURDAY OR AFTER HOURS DURING THE WEEK WOULD BE
OVERTIME RATHER THAN EMERGENCY SINCE IT IS A SCHEDULED PROJECT.
FORM NO. 5

CITY OF GRAIN VALLEY
ELECTRICAL SERVICES (AS NEEDED) RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

X That this proposal was signed by an authorized representative of the business.

X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

X That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor’s response.

Business Name  A&A ELECTRICAL, INC.

Authorized Signature  [Signature]  Date 4/21/2020

HAYDN R AMBROSE, PRESIDENT

Printed Name & Title
Company ID Number: 1531344

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;A ELECTRICAL INC</td>
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<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>LESLI K AMBROSE</td>
<td></td>
<td>Electronically Signed</td>
<td>04/15/2020</td>
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<table>
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<tr>
<th>Department of Homeland Security – Verification Division</th>
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<th>Name (Please Type or Print)</th>
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<td>USCIS Verification Division</td>
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<td>04/15/2020</td>
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<tr>
<td>Information Required for the E-Verify Program</td>
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<tr>
<td>---------------------------------------------</td>
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</tr>
<tr>
<td>Information relating to your Company:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td>A&amp;A ELECTRICAL INC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Facility Address</td>
<td>705 SQUIRE CT</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>GRAIN VALLEY, MO 64029</td>
<td></td>
<td></td>
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<tr>
<td>Company Alternate Address</td>
<td>705 SQUIRE CT</td>
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<tr>
<td></td>
<td>GRAIN VALLEY, MO 64029</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County or Parish</td>
<td>JACKSON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>431746599</td>
<td></td>
<td></td>
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<tr>
<td>North American Industry Classification</td>
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<tr>
<td>Classification Systems Code</td>
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<tr>
<td>Parent Company</td>
<td>NONE</td>
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</tr>
<tr>
<td>Number of Employees</td>
<td>5 to 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Sites Verified for</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Company ID Number: 1531344

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI  1 site(s)
Company ID Number: 1531344

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name</th>
<th>HAYDN R AMBROSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(816) 847 - 1902</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(816) 847 - 1903</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:HAYDN@AAELECTRICALINC.COM">HAYDN@AAELECTRICALINC.COM</a></td>
</tr>
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<table>
<thead>
<tr>
<th>Name</th>
<th>LESLI K AMBROSE</th>
</tr>
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<tbody>
<tr>
<td>Phone Number</td>
<td>(816) 847 - 1902</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(816) 847 - 1903</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:LESLI@AAELECTRICALINC.COM">LESLI@AAELECTRICALINC.COM</a></td>
</tr>
</tbody>
</table>
CITY OF GRAIN VALLEY TERM AND
SUPPLY CONTRACT FOR SERVICES

Electrical Service (as needed) Contract

In agreement made this _____ day of _____________ 2020, between A & A Electrical, Inc. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 705 Squire Ct., Grain Valley, Missouri, hereafter referred to as the Contractor, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event, there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____________, 2020 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2020-03 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2020-03 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Electrical services as prescribed in the RFP document. This contract is for services provided in a one year period beginning _____________, 2020 and ending _____________, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services
under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker’s compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely on.
The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in the performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of the performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on-site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable
federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VIII: TERMINATION OF AGREEMENT**

With Cause - If the Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

**ARTICLE IX: WARRANTY**

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

**ARTICLE X: IMMIGRATION COMPLIANCE**

The Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide upon execution of this agreement affirmative proof that the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The signator shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver’s license, a Missouri driver’s license, as well as any document issued by the federal government that confirms an alien’s lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States
citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed.

ARTICLE XI: MISCELLANEOUS

A. Hold Harmless Clause
The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from a violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

B. Exemption from Taxes
The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

C. Employment Discrimination by Contractors Prohibited/Wages/ Information
During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

D. Severability
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

E. Applicable Laws
All work performed shall be in compliance with all applicable City of Grain Valley codes.
This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

F. Drug/Crime Free Work Place
The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

G. Inspection
At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

H. No Escalation of Fees
The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

I. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.
J. Independent Contractor. The Parties agree that the Contractor is an independent contractor and nothing herein shall create an employment relationship between the City and the Contractor or any of the Contractor’s employees.
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: ____________________________________________
    Ken Murphy, City Administrator

Attest: _________________________________________
        Jamie Logan, City Clerk

A & A ELECTRICAL

By: ____________________________________________  Print __________________________  Signature
    A & A Electrical
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>5/27/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILL NUMBER</td>
<td>R20-34</td>
</tr>
<tr>
<td>AGENDA TITLE</td>
<td>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)</td>
</tr>
<tr>
<td>REQUESTING DEPARTMENT</td>
<td>COMMUNITY DEVELOPMENT</td>
</tr>
<tr>
<td>PRESENTER</td>
<td>Mark Trosen, Director</td>
</tr>
<tr>
<td>FISCAL INFORMATION</td>
<td>Cost as recommended: Refer to Summit General Contracting response to RFP</td>
</tr>
<tr>
<td></td>
<td>Budget Line Item: 100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)</td>
</tr>
<tr>
<td></td>
<td>Balance Available: $24,500 for Term and Supply contracts with $5,000 planned for this contract. FY2020</td>
</tr>
<tr>
<td></td>
<td>New Appropriation Required: [ ] Yes [ X ] No</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>To approve the contract with Summit General Contracting, LLC. to provide building maintenance services (as needed) on City owned buildings and equipment</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>Any past agreement with Building Maintenance Contractors has expired and the City went through the RFP process to solicit bids for services</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>SPECIAL NOTES</strong></td>
<td>Advertised as RFP no. 2020-05</td>
</tr>
<tr>
<td><strong>ANALYSIS</strong></td>
<td>All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.</td>
</tr>
<tr>
<td><strong>PUBLIC INFORMATION PROCESS</strong></td>
<td>RFP advertised in the Examiner on April 1st, 2020 as well as notification sent to prospective bidders and posted on the City website.</td>
</tr>
<tr>
<td><strong>BOARD OR COMMISSION RECOMMENDATION</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>DEPARTMENT RECOMMENDATION</strong></td>
<td>Staff Recommends Approval</td>
</tr>
<tr>
<td><strong>REFERENCE DOCUMENTS ATTACHED</strong></td>
<td>Resolution, Bid proposal and contract</td>
</tr>
</tbody>
</table>
A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)

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

WHEREAS, the Board of Aldermen adopted the 2020 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

WHEREAS, Summit General Contracting, LLC. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, Summit General Contracting LLC. was selected through an RFP process.

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 with Summit General Contracting, LLC. for building maintenance (as needed).

PASSED and APPROVED, via voice vote, (___-___) this _____ Day of May, 2020.

__________________________
Mike Todd
Mayor

ATTEST:

__________________________
Jamie Logan
City Clerk
City of Grain Valley
711 Main St
Grain Valley, MO 64029
Phone: 816-847-6292

2020
REQUEST FOR PROPOSALS FOR
BUILDING MAINTENANCE (AS NEEDED)
RFP #2020-05

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal –2020 Building Maintenance (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name
Summit General Contracting, LLC

Authorized Person (Print)
Lucas Mathews

Address
60 NW 1531st Rd Holden, MO 64040

Owner/ operator

City/State/Zip
8165895127

4-28-2020 46-1158133

Telephone # Fax #
Sgcllc05@gmail.com

Date Tax ID #

Entity Type
EXHIBIT “A” NON-COLLUSION CERTIFICATION

STATE OF MISSOURI
CITY/COUNTY OF  

Lucas Mathews

being first duly sworn, deposes and says that he is

Owner/ operator

Title of Person Signing

of Summit General Contracting, LLC

Name of Bidder

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

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

BY

BY

BY

SWORN to before me this 28th day of April 2020.

MALINDA MCKINNEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: Aug. 1 2022
12417004

My Commission Expires 8/1/2022
FORM NO. 1

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: Summit General Contracting, LLC

Address: 60 NW 1531st Rd Holden, MO 64040

Contact Name & Title: Lucas Mathews Owner/ operator

Type of Business:

□ : Corporation
□ : Partnership
□ : Individual
□ : Other, Explain:

How many years has your business operated without interruption? 8 years

How many years has your business performed commercial Building Maintenance Services? 8 years

Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain:

No

Describe the services offered by your business.

Carpentry (framing and finish), Drywall install/ repairs, light plumbing, light electrical

Would your business provide us with a dedicated technician when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:

Yes. I am the qualified technician.
List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

Prior to starting my business I was a carpenter in commercial construction. I've had experience with commercial doors, windows, metal stud and wood stud framing. I received my initial training through the Carpenters Union Apprenticeship program.

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.
FORM NO. 3
CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for

Business Name  Royal contracting solutions
Street Address  305 pine st.
City, State & Zip  Pleasant Hill, Mo
Contact Person Name & Title  Austin Watterson-owner
Phone, fax and email  8165357689
Describe Scope of Work and approx. dates of service
Room additions, deck building  2015-2019

Business Name  Handyman Connection
Street Address  10000 W 75th St.
City, State & Zip  Merriam KS 66204
Contact Person Name & Title  Alice Lund (owner)
Phone, fax and email  9133622900
Describe Scope of Work and approx. dates of service
Handyman work, doors, windows and light remodel  2015

Business Name  Blue Bronco Real Estate
Street Address  1308 NE Windsor Drive
City, State & Zip  Lee's Summit, Mo
Contact Person Name & Title  Zach Lund- owner
Phone, fax and email  0103434098
Describe Scope of Work and approx. dates of service
Property management, Light remodels and handyman work  2014-2015
FORM NO. 4
CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
SERVICE FEE FORM

<table>
<thead>
<tr>
<th>Contractor – Normal Hours</th>
<th>$65</th>
<th>HR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor – Overtime Hours</td>
<td>$97.5</td>
<td>HR</td>
</tr>
<tr>
<td>Contractor – Emergency Call Out</td>
<td>$07.5</td>
<td>HR</td>
</tr>
<tr>
<td>Contractor – Holiday Hours</td>
<td>$135</td>
<td>HR</td>
</tr>
<tr>
<td>Contractor’s Helper – Normal Hours (if applicable)</td>
<td>$na</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Overtime Hours (if applicable)</td>
<td>$na</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Emergency Call Out (if applicable)</td>
<td>$na</td>
<td>HR</td>
</tr>
<tr>
<td>Helper – Holiday Hours (if applicable)</td>
<td>$na</td>
<td>HR</td>
</tr>
<tr>
<td>List any relevant mark-ups, with details (if applicable)</td>
<td>$na</td>
<td>HR</td>
</tr>
<tr>
<td>Other (must define)</td>
<td>$na</td>
<td>HR</td>
</tr>
</tbody>
</table>

Define hours for After Hours' Overtime work:

Normal hours would include 8am-5pm Monday through Friday. Between 5pm and 8am would be considered overtime.

Define your guaranteed response time:

Typical response time would be within 2 hours. Considering I am the only worker, I would have to schedule work to be done in accordance with whatever work I have already scheduled.

List any exceptions or assumptions in your pricing:

2 hour minimum payment and $30 service fee is required for all projects.
FORM NO. 5

CITY OF GRAIN VALLEY
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

X That this proposal was signed by an authorized representative of the business.

X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

X That all costs associated within the proposal submitted have been determined and included in the contractor's response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name Summit General Contracting, LLC

Authorized Signature [Signature] Date 9/26/2020

Lucas Mathews Owner/operator

Printed Name & Title
CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

Building Maintenance (as needed) Contract

In agreement made this _____ day of _____________ 2020, between Summit General Contracting, LLC. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 60 NW 1531st Rd., Holden, Missouri, hereafter referred to as the Contractor, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____________, 2020 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2020-05 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2020-05 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Building maintenance as prescribed in the RFP document. This contract is for services provided in a one year period beginning ____________, 2020 and ending ____________, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement. In multiple-year contracts the obligation of the City to pay for goods and/or services
under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker’s compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs. Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor’s responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other
acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in the performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of the performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on-site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.
ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX: WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

ARTICLE X: IMMIGRATION COMPLIANCE

the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide upon execution of this agreement affirmative proof that the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The signator shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien’s lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from...
the City Clerk if needed.

**ARTICLE XI: MISCELLANEOUS**

**A. Hold Harmless Clause**
The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**B. Exemption from Taxes**
The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

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The remainder of this page left intentionally blank
IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: ____________________________________________
   Ken Murphy, City Administrator

Attest: __________________________________________
        Jamie Logan, City Clerk

Summit General Contracting

By: ____________________________________________Print ______________________________Signature
   Summit General Contracting
Staff/Committee Reports
ITEM I: CALL TO ORDER
- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on March 11, 2020 in the Council Chambers of the Grain Valley City Hall.
- The meeting was called to order at 6:31 PM by Chair Debbie Saffell.

ITEM II: ROLL CALL
- Present: Justin Tyson
- Present: Paul Loving
- Present: Elijah Greene
- Present: Craig Shelton
- Present: Debbie Saffell
- Present: Kevin Browning
- Present: Scott Shafer
- Present: Bob Headley (BOA Liaison)
- There was a quorum

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APPROVAL OF MINUTES
- Commissioner Shelton motioned to approve the minutes from the February 12, 2020 regular meeting; the motion was seconded by Commissioner Tyson. The Commission approved the minutes by vote 7-0.

ITEM V: CITIZEN PARTICIPATION
- None

ITEM VI: PUBLIC HEARINGS

1. Craig Rookstool – CR Aerospace, LLC.
   ○ Chair Saffell opened public hearing on a request by a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land. The proposed land use is custom manufacturing. The building was
previously occupied by a church. The 3.1-acre tract is generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive lying in the southwest quarter of the southeast quarter of Section 28, Township 49, Range 30 in Grain Valley, Missouri aka 1206 Pavilion Drive.

- Director Trosen reviewed the Staff Report with the Commission. Staff recommends approval of the change of zoning from District C-2 (General Business) to District M-1 (Light Industrial).
- Commissioner Greene asked if it was just the one lot being rezoned or spot zoning. Director Trosen responded that the change of zoning to M-1 would be consistent with surrounding zoning and that this is reversing a previous spot zoning that probably accommodated previous uses of the building.
- Commissioner Loving asked if the applicant owned the property. Mr. Craig Rookstool stated that he owns the property.
- Commissioner Greene asked what kind of manufacturing is this? Mr. Rookstool stated it is 4-pound compressor case assembly for turbine engine for aircraft helicopters. No hazardous waste. It is a locked facility. Mr. Rookstool has a patent on this process.
- Alderman Headley asked if occupying existing building. Mr. Rookstool said yes. They will be upgrading the electrical service.
- No one else was present to speak on this request.
- Commissioner Shelton motioned to close the public hearing. Commissioner Shafer second the motion. The Commission approved motion by vote of 7 to 0.

2. Missouri Made Marijuana, LLC.
- Chair Saffell opened public hearing on a request for a Conditional Use Permit for a Medical Marijuana Cultivation Facility on approximately 6 acres. The property is zoned District M-1 (Light Industrial). The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 lying in the northwest corner of the northeast quarter of Section 35, Township 49, Range 30 in the City of Grain Valley, Missouri.
- Director Trosen reviewed the Staff Report with the Commission. Staff recommends approval of the Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on the described site subject to the following conditions:

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<tr>
<th>Commissioners Present</th>
<th>Commissioners Absent</th>
<th>Staff Officials Present</th>
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<tbody>
<tr>
<td>Craig Shelton</td>
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<td>Mark Trosen – CD Director</td>
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<td>Elijah Greene</td>
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<td>Dick Tuttle, PE – City Engineer</td>
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<td>Paul Loving</td>
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<td>Justin Tyson</td>
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<td>Scott Shafer</td>
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The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.

If Missouri Made Marijuana LLC’s State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.

Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.

The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.

The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.

Steven Lucas with Rouse Frets law firm introduced himself, Mr. Randy Black and the rest of the team. He requested that the Planning and Zoning Commission recommend approval subject to Staff conditions.

Chair Saffell asked about the fence. Trosen responded that the plan illustrates a 9-foot fence and the ordinance only allows an 8-foot fence. The plan describes a chain link with barb wire on top and Staff is recommending that the fence be 8 feet and shall be a wrought iron spike type fence or similar material as depicted in picture.

Commissioner Shafer asked how many employees? Mr. Lucas stated that the maximum number of employees on a shift would be 15 and they plan to have three shifts.

Commissioner Greene asked how much water consumption will the business have at full build-out? Do you have any idea how much water costs in this city? Mr. Lucas stated that they do not have that information. Commissioner Greene stated that it is three times higher than Independence. Mr. Randy Black stated they are aware of water costs and have calculated into business plan.

Commissioner Greene asked why this facility is not being built in the county. Mr. Black stated that the application process is difficult, and they want to ensure they
select a site where they can fit in and comply. Over 2800 people applied and only 69 were selected.

- Commissioner Shafer asked about traffic. Mr. Black responded that with 15 employees you won’t even know we are there. Mr. Black stated they will start out small and cultivate around 600 pounds a month in the first building. Mr. Lucas stated that this facility is not open to public and only employees will come to the facility.

- Commissioner Loving asked if this is a hydroponic gardening process. Mr. Black responded yes. Mr. Black said they cut off a stem piece. They put it into a cube. It is measured and tagged and reported to state.

- Commissioner Loving asked if Mr. Black owned other facilities in the country. Mr. Black responded that he did in Nevada and been in business for over 6 years. Mr. Black said that it has taken 6 years and $3 million investment.

- Mr. Black talked about the security of the facility and that it is based on an artificial intelligence system that will detect cameras throughout interior and exterior facility. Employees will be double carded with a thumb print detection. Cameras are on 24 hours a day. They will also have security on site.

- Commissioner Tyson asked about the transportation of product. Mr. Black said that it will be transported in an unmarked van and tracked via GPS by them and the state.

- Alderman Headley asked how big are the other facilities you own? Mr. Black said that one of his facilities in Las Vegas is exactly like the one being proposed here.

- Chair Saffell asked if there will be gas on-site like oxygen or nitrogen? Mr. Black responded that there will be CO2, but at a limited level.

- Chair Saffell said that she was sure that the applicant met with Central Jackson County Fire Protection District but asked that in case of an emergency inside the building, can fire department access the facility. Mr. Black responded yes.

- Mr. Loving asked if inventory control system is computerized. Mr. Black said that the state tracks the plants throughout the process by a tag.

- Mr. Browning asked if this site was in a floodplain. Mr. Black responded yes. Director Trosen explained that part of the site is in the floodway fringe which would require a building’s lowest floor to be one foot above the determined base flood elevation. At the time of building, the applicant will need to provide a certified elevation certificate at pre-construction and post development. The proposed development is not in the floodway.
Commissioners Present: Craig Shelton, Elijah Greene, Paul Loving, Justin Tyson, Debbie Saffell, Kevin Browning, Scott Shafer

Commissioners Absent: Staff

Staff Officials Present: Mark Trosen – CD Director, Dick Tuttle, PE – City Engineer

ITEM VII: ACTION ITEMS

1. Craig Rookstool – CR Aerospace, LLC. – Requesting a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land as described above. Commissioner Shelton motioned to approve the request for rezoning from District C-2 to District M-1. Commissioner Shafer second the motion. The Commission approved motion by a vote of 7 to 0.

2. Missouri Made Marijuana, LLC. – Requesting a Conditional Use Permit for a Medical Marijuana Cultivation Facility on approximately 6 acres as described above. Commissioner Tyson motioned to grant the Conditional Use Permit to MMM, LLC subject
to conditions as written in the Staff Report. Commissioner Shafer second the motion. The Commission approved motion by a vote of 7 to 0.

ITEM VIII: PREVIOUS BUSINESS
- **Election of Officers** – After several minutes of discussion, Commissioner Shafer motioned that the Officers remain the same as last year; Debbie Saffell as Chairperson, Craig Shelton as Vice Chairperson and Kevin Browning as Secretary. Commissioner Tyson second the motion. The Commission approved motion by a vote of 7 to 0.

ITEM IX: NEW BUSINESS
- Director Trosen passed out the 2019 Year in Review of the business conducted by the Planning and Zoning Commission.

ITEM X: ADJOURNMENT
- Commissioner Shafer motioned to adjourn the meeting. Commissioner Tyson second the motion. The Commission approved the motion by a vote of 7 to 0.

- *The Regular Meeting Adjourned at 7:31 PM* -