

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$4,287.00 from the undesignated fund balance of the 2014 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Public Works Department.

ORDINANCE NO. 4669, September 29, 2014

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the County has received a payment from Progressive Insurance Company representing the repair cost of a Public Works Department fleet vehicle damaged as a result of a motor vehicle accident that occurred on August 8, 2014; and,

WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Engineering			
004-9999	47040 - Increase Revenues	\$4,287	
004-2810	Undesignated Fund Balance		\$4,287
004-2810	Undesignated Fund Balance	\$4,287	
004-1502	56530 – Maint & Repair Auto		\$4,287

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4669 introduced on September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4669.

Date

Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 001 2800
ACCOUNT TITLE: Special Road and Bridge Fund
Undesignated Fund Balance
NOT TO EXCEED: \$4,287.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4669

Sponsor(s): Bob Spence

Date: Sept. 29, 2014

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating \$4,287.24 from the undesignated fund balance of the 2014 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of a county vehicle damaged in an accident.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$4,287.24</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$4,287.24</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT Undesignated fund balance TO ACCT 004-1502-56530</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$4,287.24	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$4,287.24	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT Undesignated fund balance TO ACCT 004-1502-56530
Amount authorized by this legislation this fiscal year:	\$4,287.24										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$4,287.24										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT Undesignated fund balance TO ACCT 004-1502-56530										
PRIOR LEGISLATION	<p>Prior ordinances and (date): None</p> <p>Prior resolutions and (date): None</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Earl Newill, P.E. Deputy Director of Public Works, 401-6401 cell</p>										
REQUEST SUMMARY	<p>The County has received payment from an insurance claim for the repairs to a vehicle damaged as a result of an accident.</p> <p>We request that the funds be appropriated from the undesignated fund balance of the 2014 Special Road and Bridge Fund to 004-1502-56530.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS		
REVIEW	Department Director: Earl Newill <i>Earl Newill</i>	Date: 09/22/2014
	Finance (Budget Approval): <i>If applicable Deborah S Ball</i>	Date: 9-22-14
	Division Manager: <i>[Signature]</i>	Date: 9/25/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
	Undesignated fund balance Road and Bridge fund	\$4,287.24

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Ord. 4669

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy #	Insured	Date Issued 09/18/2014	Area Code	Draft Number 483436881	56-389 412
Claim # 141041240	Claimant JACKSON COUNTY	Date of Loss 09/08/2014	State Code	Office Issued At 32810	CS

Dollars \$ *****4287.24**

PAY FOUR THOUSAND TWO HUNDRED EIGHTY SEVEN AND 24/100

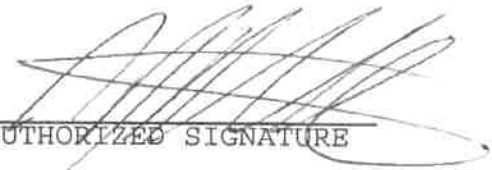
In Payment Of PD: 2008 CHEVY TRAILBLAZER	CDS CODE 13PCL
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Payable through **PNC Bank, N.A. 070**
Ashland, Ohio 1-877-448-9544

Company Code Progressive Casualty Insurance Co

Pay To JACKSON COUNTY, ONLY*****

The Order Of 415 E 12TH ST
ROOM #105
KANSAS CITY MO 64106

BY 
AUTHORIZED SIGNATURE

⑈48343688⑈ ⑆04⑆203895⑆ 4239694508⑈

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN RESOLUTION transferring \$28,993.00 within the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute a Cooperative Agreement with Crispin Rea, Jr., of Kansas City, MO, for the Jackson County Drug Court's Client Advocacy Center, at a cost to the County not to exceed \$28,993.00.

RESOLUTION NO. 18615, September 29, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney's Office recommends a Cooperative Agreement with Crispin Rea, Jr., of Kansas City, MO, to serve as the Client Advocate for the Drug Court Client Advocacy Center, at a cost to the County not to exceed \$28,993.00; and,

WHEREAS, the Client Advocate will provide case management services for participants of the Jackson County Drug Court; and,

WHEREAS, a transfer is necessary to place the necessary funds in the proper spending account; and,

WHEREAS, the County Executive recommends said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2014 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
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Anti-Drug Sales Tax Fund Prosecutor Deferred Prosecution			
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008-4154	56080 – Other Professional Svcs	\$28,993	
008-4154	56790 – Other Contractual		\$28,993

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute a Cooperative Agreement with Crispin Rea, Jr., at a cost to the County not to exceed \$28,993.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18615 of September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 008 4154 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Prosecutor's Deferred Prosecution
Other Professional Services
NOT TO EXCEED: \$28,993.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4154 56790
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Prosecutor's Deferred Prosecution
Other Contractual Services
NOT TO EXCEED: \$28,993.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18615

Sponsor(s): Dan Tarwater

Date: Sept. 29, 2014

<p>SUBJECT</p>	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Resolution transferring funds and authorizing the County Executive to enter into an Agreement with Crispin Rea, Jr.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$28,992.32</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td> <p>FROM</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56080 – Other Professional Services</p> </td> <td> <p>FROM ACCT</p> <p>008-4154-56080</p> <p>\$28,992.32</p> </td> </tr> <tr> <td> <p>TO</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56790 – Other Contractual Services</p> </td> <td> <p>TO ACCT</p> <p>008-4154-56790</p> <p>\$28,992.32</p> </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$28,992.32	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		<p>FROM</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56080 – Other Professional Services</p>	<p>FROM ACCT</p> <p>008-4154-56080</p> <p>\$28,992.32</p>	<p>TO</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56790 – Other Contractual Services</p>	<p>TO ACCT</p> <p>008-4154-56790</p> <p>\$28,992.32</p>
Amount authorized by this legislation this fiscal year:	\$28,992.32														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number;															
<p>FROM</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56080 – Other Professional Services</p>	<p>FROM ACCT</p> <p>008-4154-56080</p> <p>\$28,992.32</p>														
<p>TO</p> <p>008 – Anti Drug Sales Tax Fund; 4154 – Prosecuting Attorney Deferred Prosecution; 56790 – Other Contractual Services</p>	<p>TO ACCT</p> <p>008-4154-56790</p> <p>\$28,992.32</p>														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): n/a</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Jean Peters Baker, 9/22/14</p>														
<p>REQUEST SUMMARY</p>	<p>Resolution requesting transfer of funds within the 2014 Anti Drug Sales Tax Fund – Prosecuting Attorney Deferred Prosecution Fund and authorizing the County Executive to enter into an agreement with Crispin Rea,</p>														

	<p>Jr., 1611 Topping, Kansas City, Missouri 64126. Mr. Rea will serve as a Client Advocate in the Jackson County Prosecutor's Client Advocacy Center providing case management service for clients.</p> <p>Term of the agreement is 10/1/14 through 5/30/15. Monthly payments.</p> <p>Please transfer \$28,992.32 from 008-4154-56080 into 008-4154-56790.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Job duties, Resume	
REVIEW	Department Director:	Date:
	<i>Jean Peters Baker</i>	9-23-14
	Finance (Budget Approval):	Date:
	<i>If applicable Liberman & Ball</i>	9-24-14
Division Manager:	<i>[Signature]</i>	Date: 9/25/14
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:
Jackson County, Missouri**

Funds sufficient for this transfer are available from the sources indicated below.

Date: September 24, 2014

RESOLUTION# 18615
~~XXXX~~#

Department / Division	Character/Description	From	To
Anti-Drug Sales Tax - 008			
4154 - Prosecutor Deferred Pros	56080 - Other Professional Svs	28,993	
	56790 - Other Contractual Services		28,993
		28,993	28,993

Abraham S Ball 9-24-14
Budgeting

Responsibilities:

- Maintain appropriate files, records and statistics to facilitate good case management and accountability.
- Engage and build positive rapport with clients.
- Complete standardized intake/assessment, goal plans, and other data collection tools for case files and documentation of group work.
- Participate in the ongoing monitoring of participant progress via supervision and team meetings.
- Maintain appropriate networks and resources to enable the referral of clients to broader community service agencies and advocate for access to these services on behalf of clients.
- Make timely, sound decisions about interventions required, and consult with others for the purposes of assessment and decision-making in the best interests of the participants.
- Maintain client records compliant with legislation and standards and electronic data systems for reporting and informing planning.
- Answers telephones, messages, resolves problems and/or directs callers as necessary.
- Reports for work, work assignments and job related functions on time and when scheduled.
- Outreach including routine home visits for clients.
- Attends weekly staffings/case reviews and other meetings as assigned.
- Models high standard of professionalism to co-workers, program participants, and partners.
- Other Duties as assigned.

Budget Proposal:

\$28,992.38

October 2014-May 2015

CRISPIN MARTIN REA Jr.

1611 Topping
Kansas City, MO 64126
(816) 423-3943
crispinrea@gmail.com

Education:

University of Missouri-Kansas City: May, 2014

- Juris Doctorate

University of Missouri-Kansas City: May, 2013

- Masters of Public Administration
- GPA: 3.71

Park University: May, 2008

- Bachelors in Political Science and Public Administration
- 2007-2008: Dean's Honor Roll
- 2005-2006: Dean's Honor Roll
- 2004-2005: Dean's Honor Roll
- GPA: 3.67

St. Mary's High School: 2004

Work Experience:

- 2012-Present: Legal Intern, Jackson County Prosecutor's Office
- 2010-2012: Victim Advocate and Community Liaison, Mattie Rhodes Center
- 2007-2010: Communications Officer, Mayor's Office of Kansas City, Missouri.
- 2005-2007: Store Clerk, Ball's Price Chopper
- 2000-2005: Urban 4-H Program Teen Coordinator and Mentor

Community and Public Service:

- 2013-2014: President, Hispanic Law Student Association
- 2010-2014: elected Vice President, Kansas City Public School Board of Directors
- 2012-Present: reelected 13th Ward Committeeman, Jackson County Democratic Committee
- 2008- 2012: elected 13th Ward Committeeman, Jackson County Democratic Committee
- Present: Blue Valley Neighborhood Association

Awards:

- 2014: Greater Kansas City Women's Political Caucus "Good Guy Award" Recipient
- 2012: Kansas City Business Magazine "Rising Star"
- 2007: NAIA Academic All-American in Cross Country and Track
- 2006: Presenter at the Midwest Undergraduate Political Science Conference
- 2006: NAIA Cross Country National Championships, Park University

References Available Upon Request

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with four twelve-month options to extend for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, under the terms and conditions of the Johnson County, Kansas, Contract No. 2013-111, an existing government contract.

RESOLUTION NO. 18616, September 29, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Sheriff's Office has a need for prisoner transportation services to facilitate the transportation of fugitives apprehended outside the State of Missouri on original Jackson County warrants; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, under the terms and conditions of the Johnson County, Kansas, Contract No. 2013-111, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18616 of September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

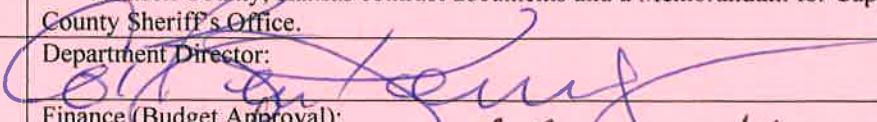
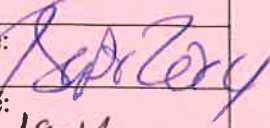


Completed by County Counselor's Office:

Res/~~Ord~~ No. 18616

Sponsor(s): Theresa Garza Ruiz

Date: Sept. 29, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Four Twelve Month Extension Options for the furnishing of Prisoner Transportation Services for the Sheriff's Office to Security Transport Services of Topeka, Kansas under the Terms and Conditions of Johnson County, Kansas Contract No. 2013-111, an existing government contract.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="334 583 1432 779"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Sheriff's Office Estimated Use: \$125,000.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for information purposes only.</p> <p>Prior Year Budget (if applicable): \$125,000.00 Prior Year Actual Amount Spent (if applicable): 122,035.26</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 17223, March 29, 2010</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>The Jackson County Sheriff's Office requires a Term and Supply Contract for the furnishing of Prisoner Transportation Services and would like to use the Johnson County, Kansas Contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Four Twelve Month Extension Options for the furnishing of Prisoner Transportation Services for the Sheriff's Office to Security Transport Services, Inc. of Topeka, Kansas under the Terms and Conditions of Johnson County, Kansas Contract No. 2013-111, an existing government contract.</p> <p>The Director of Finance and Purchasing requests approval by the Legislature of this Contract which exceeds \$25,000.00. The Director of Finance and Purchasing has determined that due to higher volume discounts offered in larger purchasing groups and/or entities, he recommends the award to be made under the following contract:</p> <p>Recommended Vendor: Security Transport Services, Inc. Contract Number: Johnson County, KS #2013-111</p> <p>This award is made on "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	The Johnson County, Kansas contract documents and a Memorandum for Captain Dave Epperson of the Jackson County Sheriff's Office.	
REVIEW	Department Director: 	Date: 
	Finance (Budget Approval): If applicable  N/A	Date: 9-18-14
	Division Manager: 	Date: 9/25/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Supplemental Agreement with the Missouri Highways and Transportation Commission for the purpose of installing signage and striping on the County right-of-way located at the intersection of Missouri 7 Highway and Stringtown Road, at no cost to the County.

RESOLUTION NO. 18617, September 29, 2014

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, by Resolution 18193, dated June 10, 2013, the Legislature did authorize the execution of a Maintenance Agreement with the Missouri Highways and Transportation Commission ("the Commission") for the purpose of assigning maintenance responsibilities related to a construction project on the County right-of-way located at the intersection of Missouri 7 Highway and Stringtown Road to be completed in 2013, at no cost to the County; and,

WHEREAS, the Commission has requested the execution of a Supplemental Agreement to modify the Maintenance Agreement for the construction project located at the intersection of Missouri 7 Highway and Stringtown Road to be completed in 2015; and,

WHEREAS, the execution of the attached Supplemental Agreement with the Missouri Highways and Transportation Commission is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

attached Supplemental Agreement is hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the Agreement and any other documents necessary to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18617 of September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18617

Sponsor(s): Bob Spence

Date: Sept. 29, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Approving a supplemental agreement with MoDot to make improvements to the intersection of Missouri 7 and Stringtown Road.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): R18193, dated 06/10/13</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Earl Newill, Deputy Director Public Works, 881-4538, 401-6401 cell</p>										
<p>REQUEST SUMMARY</p>	<p>Jackson County entered into an agreement with MoDot to improve the intersection of Missouri 7 and Stringtown Road. The plan includes installing signage and striping on state and county right of way. Jackson County entered into the agreement to allow the work to take place on the county right of way. The work was originally planned for 2013; however, MoDot has requested a supplemental agreement for the work to occur in 2015.</p> <p>We therefore request that the supplemental agreement be approved and the County Executive be authorized to execute the supplemental agreement.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	MoDot Agreement, Improvement Plan	
REVIEW	Department Director: Earl Newill <i>Earl Newill</i>	Date: 09/22/2014
	Finance (Budget Approval): <i>If applicable</i> <i>Alan S Ball</i>	Date: <i>9-22-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>9/25/14</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

CCO Form: GS13
Approved: 10/05 (BDG)
Revised: 12/12 (AR)
Modified: 08/14 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Jackson County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission and the County previously entered into an Agreement on July 8, 2013 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the County now desire to enter into this Supplemental Agreement to otherwise complete, modify or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Supplemental Agreement, the parties agree as follows:

(1) Paragraph (1), shall be amended by substituting Paragraph (1) with the following:

(1) **PURPOSE:** The purpose of this Agreement is to designate maintenance responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution as it pertains to work being conducted with construction project _____ during the 2015 calendar year.

(2) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the date last written below.

Executed by the County this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY, MISSOURI

Title _____

By _____
Michael D. Sanders
County Executive

Attest:

Attest:

Secretary to the Commission

By _____
Mary Jo Spino
Clerk of the Legislature

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
W. Stephen Nixon
County Counselor

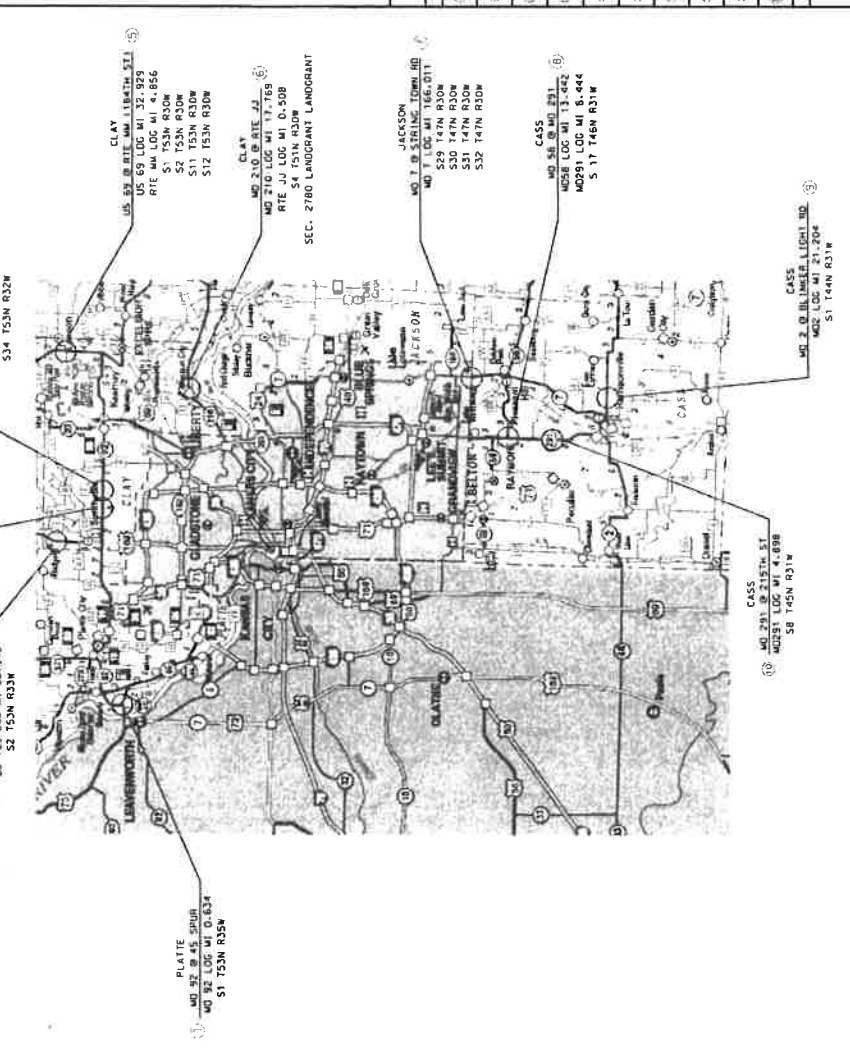
ROUTE	A.A.O. I.	W	FUNCTIONAL CLASSIFICATION
1	MD 92	5125	PRINCIPAL ARTERIAL
2	US 145	2384	MAJOR ARTERIAL
3	MD 92	2510	MINOR ARTERIAL
4	MD 92	4383	PRINCIPAL ARTERIAL
5	RTE E	387	MAJOR COLLECTOR
6	RTE MM	218	MAJOR COLLECTOR
7	MD 210	3865	PRINCIPAL ARTERIAL
8	RTE JJ	2895	MAJOR COLLECTOR
9	MD 7	2233	MAJOR COLLECTOR
10	MD 58	232	PRINCIPAL ARTERIAL
11	MD 291	1043	MAJOR COLLECTOR
12	MD 2	734	MINOR ARTERIAL
13	MD 291	585	MAJOR COLLECTOR
14	MD 291	585	MAJOR COLLECTOR

DESIGNATION

NO R/W WAS ACQUIRED FOR THIS PROJECT.

- CONVENTIONAL SYMBOLS (USED IN PLANS)
- BUILDINGS AND STRUCTURES
 - CONCRETE RIGHT-OF-WAY MARKER
 - STEEL RIGHT-OF-WAY MARKER
 - UTILITIES SURVEY MARKER
 - FIBER OPTICS
 - OVERHEAD TELEPHONE
 - UNDERGROUND TELEPHONE
 - UNDERGROUND POWER
 - WATER
 - MANHOLE
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - DITCH INLET
 - DITCH BLOCK
 - GROUND MOUNTED SIGN
 - LIGHT POLE
 - M-FRAME POWER POLE
 - TELEPHONE PEGPOSTAL
 - FENCE
 - CHAIN LINK
 - WOODEN WIRE
 - GATE POST
 - BENCHMARK
 - T.C.E.
 - PERM. D.E.
- NEW
- TEMPORARY CONSTRUCTION
 - PERMANENT DRAINAGE
 - EASEMENT
- NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PLANS FOR PROPOSED STATE HIGHWAY VARIOUS COUNTIES



INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (15) (1 SHEETS)	2
QUANTITIES (L) (2 SHEETS)	3
PLAN (P.)	N/A
PROFILE (PR)	N/A
RIGHT OF WAY (RW)	N/A
REFERENCE POINTS (RP)	N/A
COORDINATE POINTS (CP)	N/A
SPECIAL SHEETS (SS)	4A
TRAFFIC CONTROL SHEETS (TC)	4-7
EROSION CONTROL SHEETS (EC)	N/A
LIGHTING (LT)	N/A
SIGNALS (SC)	N/A
SIGNING (SN) (13 SHEETS)	8-22
PAVEMENT MARKING (PM)	N/A
BRIDGE DRAWINGS (B)	N/A

LENGTH OF PROJECT

ROUTE	FEET	MILES
MD 92	650	0.12
US 145	325	0.06
US 145	800	0.15
HE 188TH ST	200	0.04
MD 92	850	0.16
MT OLIVET RD	350	0.07
MD 92	650	0.12
E	425	0.08
US 69	650	0.12
MM	650	0.12
MD 210	800	0.15
J	650	0.12
MD 7	850	0.16
STIRLING RD	100	0.02
MD 291	850	0.16
MD 58	650	0.12
MD 2	650	0.12
BLUMBER LIGHT RD	200	0.04
MD 291	650	0.12
E 215TH ST	200	0.04
TOTAL MILES		1.97

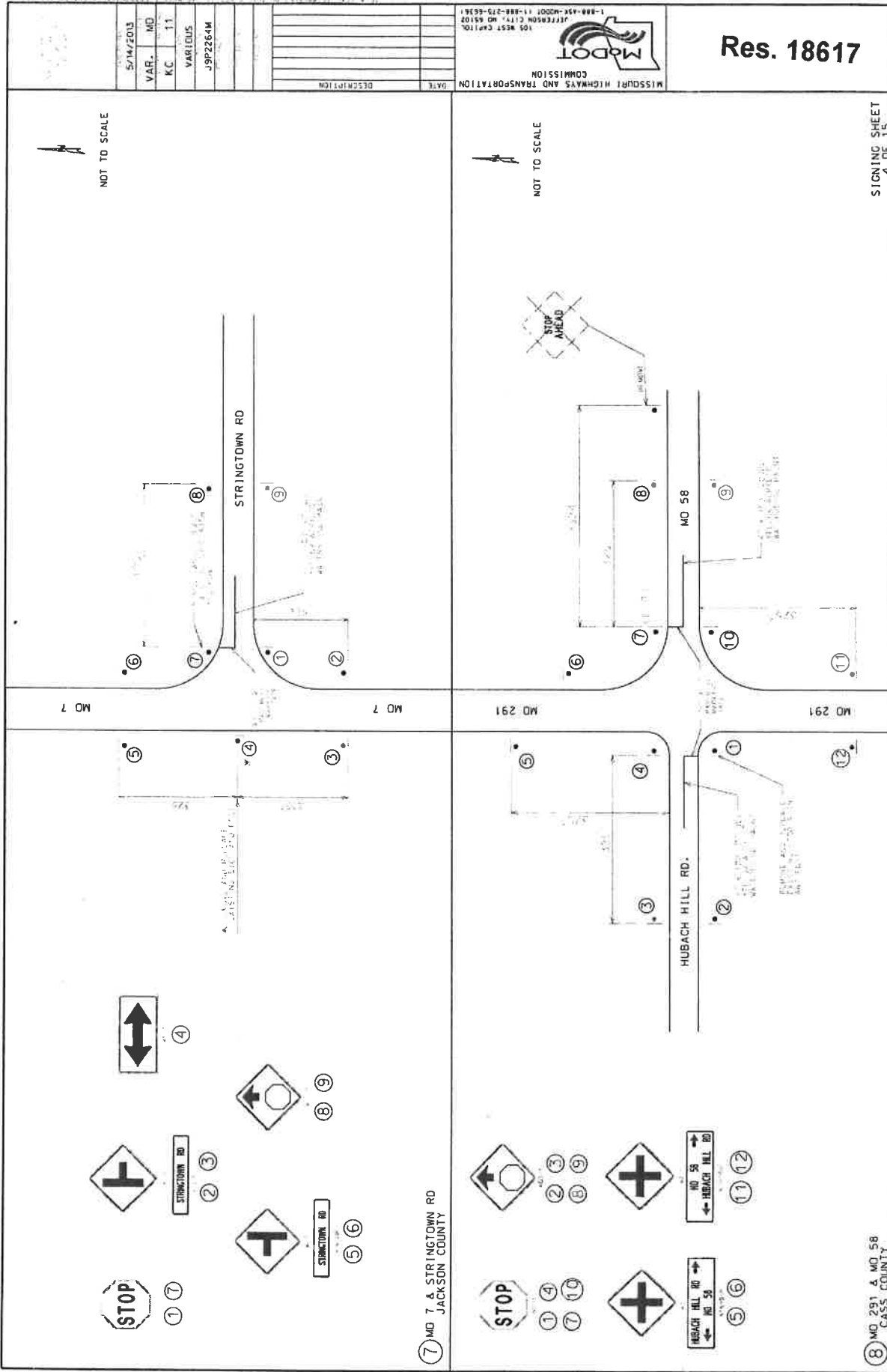
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

1-888-455-4007 | 1-888-275-6531

JEFFERSON COUNTY CLAY COUNTY JACKSON COUNTY

05 WEST CAPITOL

Res. 18617



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract on Federal-aid Project BRO-NBIL-BO48(54) for the Browning Road Bridge Replacement County Project, No. 3046, to Burns and McDonnell Engineering Company, Inc., of Kansas City (Jackson County), MO, at a cost to the County not to exceed \$98,382.00.

RESOLUTION NO. 18618, September 29, 2014

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, by Ordinance 4628, dated June 9, 2014, the Legislature did authorize the execution of an Agreement with the Missouri Highways and Transportation Commission ("the Commission") in connection with the Browning Road Bridge Replacement Project, No. 3046; and,

WHEREAS, this project is part of the Federal Highway Administration's Off-System Bridge and Rehabilitation Program, in coordination with the Commission, which requires the County to fund the project up front, but provides for reimbursement of 80 percent of the costs; and,

WHEREAS, the Director of Public Works recommends, and the Commission has approved, the award of a contract for the planning, design, and construction inspection of the desired improvements for the Browning Road Bridge Replacement Project to Burns and McDonnell Engineering Company, at a cost to the County not to exceed \$98,382.00, and subject to 80 percent reimbursement; and,

WHEREAS, execution of the attached Agreement with Burns and McDonnell Engineering Company, Inc., is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works, and that the County Executive be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18618 of September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 1507 58040
ACCOUNT TITLE: Special Road and Bridge Fund
Special Projects
Roads
NOT TO EXCEED: \$98,382.00

September 23, 2014
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: **18618**

Sponsor(s): **Bob Spence**

Date: **September 29, 2014**

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Approve an Agreement with Burns and McDonnell Engineering for the design of Browning Road Bridge Replacement County Project #3046										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="332 535 1209 766"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$98,381.56</td> </tr> <tr> <td>Amount previously authorized:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$98,381.56</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$100,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT: 004-1507-58040</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: NA</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____ Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A	Amount authorized by this legislation this fiscal year:	\$98,381.56	Amount previously authorized:	\$0.00	Total amount authorized after this legislative action:	\$98,381.56	Amount budgeted for this item * (including transfers):	\$100,000.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT: 004-1507-58040
Amount authorized by this legislation this fiscal year:	\$98,381.56										
Amount previously authorized:	\$0.00										
Total amount authorized after this legislative action:	\$98,381.56										
Amount budgeted for this item * (including transfers):	\$100,000.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT: 004-1507-58040										
PRIOR LEGISLATION	Prior ordinances and (date): <u>O4628, dated 6-23-14</u> Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by: Glen Dvorak, Public Works Project Manager, 816-881-4499 (office), 816-769-4184 (cell)										
REQUEST SUMMARY	Browning Low Water Crossing, located about ¼ miles west of Smart Road, is eligible for replacement in the Off System Bridge Program (BRO). This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. On this contract the County will front the full amount and get the 80% back in reimbursements. This structure is made up of 6 small reinforced concrete pipes with a concrete driving surface. It allows for low flows to pass through the pipes but a heavier flow will overflow the roadway forcing a road closure. A new structure will be designed that meets all current standards as required by the Grant Conditions. MoDot has pre-qualified Engineering Consultants to design BRO projects. The Public Works Department selected 3 firms from the Modot prequalified list, gave them a project related questionnaire, then selected one based on the answers to those questions. MoDot has approved the Engineer selection and fee. We request that a resolution be prepared authorizing the County Executive to enter into an agreement with Burns and McDonnell Engineering for the design of a new bridge on Browning road.										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS	Modot letter approving Engineer, Engineering Agreement, Location map, picture of existing structure.										
REVIEW	Department Director: Earl Newill Date: 9/19/2014										

	<i>Earl Newill</i>	
Finance (Budget Approval): <i>If applicable</i>	<i>William S Ball</i>	Date: <i>9-22-14</i>
Division Manager:	<i>[Signature]</i>	Date: <i>9/05/14</i>
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: September 22, 2014

~~ORD~~ RES # 18618

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
Special Road and Bridge - 004		
1507 - Special Projects	58040 - Roads	98,382
Total		98,382

Robert S Ball 9-22-14
Budgeting

Missouri Department of Transportation

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

September 2, 2014

Res. 18618

Glen Dvorak
Project Manager
303 W Walnut
Independence, Missouri 64050

RE: BRO-NBIL-B048 (54) Browning Road Bridge

Dear Mr. Dvorak:

The Engineering Services Contract for BRO-NBIL-B048 (54) has passed our review and is good to proceed with execution. Please note this is **not** a notice to proceed with design work. That will be given after I receive an executed copy of the ESC and obligation approval from central office.

If I can be of further assistance, please contact me at (816) 607-2255.

Sincerely,



Eva Steinman
Transportation Planner

Attachments



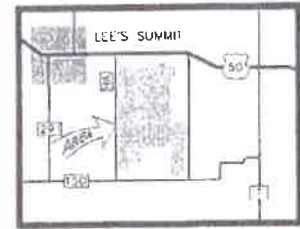
Res. 18618



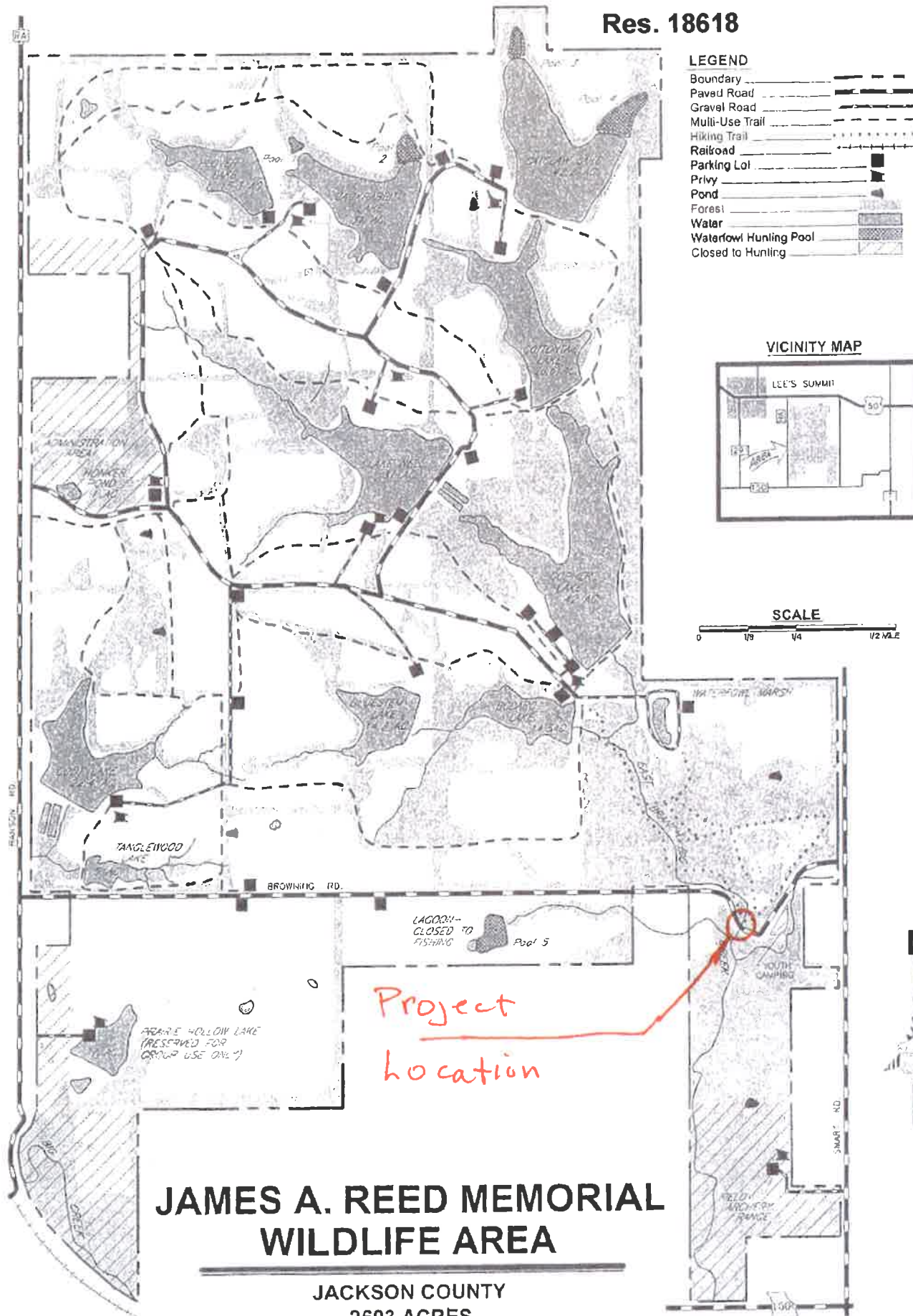
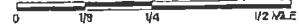
LEGEND

- Boundary _____
- Paved Road _____
- Gravel Road _____
- Multi-Use Trail _____
- Hiking Trail _____
- Railroad _____
- Parking Lot _____
- Privy _____
- Pond _____
- Forest _____
- Water _____
- Waterfowl Hunting Pool Closed to Hunting _____

VICINITY MAP



SCALE



Project
location

JAMES A. REED MEMORIAL WILDLIFE AREA

JACKSON COUNTY
2603 ACRES



SPONSOR: Jackson County, Missouri **Res. 18618**
LOCATION: Browning Road over the East Branch of Wilson Creek
PROJECT: BRO-NBIL B048(54) / New Bridge

THIS CONTRACT is between Jackson County, Missouri, hereinafter referred to as the "Local Agency", and Burns & McDonnell Engineering Company, Inc., 9400 Ward Parkway, Kansas City, Missouri 64114 hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Off-System Bridge Replacement and Rehabilitation Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct the above project and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The scope of services to be provided by the Engineer are set forth in Attachment A to this Agreement, titled "Scope of Services" which is attached hereto and made a part of this Agreement.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 13.49% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 13.62% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
TSI Engineering, Inc. 1322 Adams Street Kansas City, MO 66103	Geotechnical	\$13,400.00	\$13,400.00	13.62%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on or before December 31, 2015.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$8,029.41, with a ceiling established for said design services in the amount of \$88,361.83, which amount shall not be exceeded.
- B. For construction phase services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,260.97, with a ceiling established for said construction phase services in the amount of \$10,019.73, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 70.78% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 134.57% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
McLaughlin Mueller, Inc.	218 West Mill Street Liberty, MO 64068	Surveying and right of way descriptions

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during

the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance

of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

Executed by the County/City this ____ day of _____, 20__.

FOR: JACKSON COUNTY, MISSOURI
County Commission

APPROVED AS TO FORM

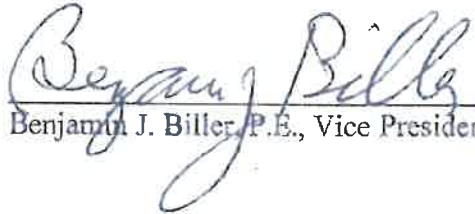
BY: _____
County Executive

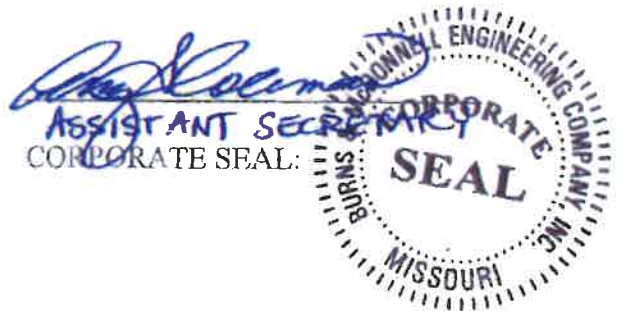
County Counselor

ATTEST: _____
County Clerk

**FOR: BURNS & McDONNELL ENGINEERING
COMPANY, INC.**

ATTEST:

BY: 
Benjamin J. Biller, P.E., Vice President



I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$98,382.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 004-1507-58040

Res. 18618

Jackson County, Missouri
Federal-aid Project BRO-NBIL-B048(54)

ATTACHMENT A

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations if needed;
4. conduct hydraulic studies, consider alternative designs and opinions of probable cost, develop preliminary plans, and recommend to the Local Agency the best overall general design in its opinion;
5. submit preliminary plans for review by the Local Agency and the Missouri Department of Transportation (MoDOT);
6. prepare detailed construction plans, opinion of probable cost, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. If approved before hand, provisions will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, prepare legal descriptions, perform appraisals and appraisal review, negotiate with property owners, coordinate with Local Agency and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project;
8. obtain environmental clearance permit pertaining to water quality by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers;
9. obtain historic preservation clearance by coordinating with the Missouri Department of Natural Resources. If deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis as an additional cost;
10. consult with the Missouri Department of Conservation and the U.S. Fish and Wildlife Service through the Natural Heritage Review website for the presence of endangered species;
11. check for the presence of asbestos and lead paint concerning removal of the existing structure and confer with NRCS regarding conversion of farmland; and

12. coordinate with Missouri Department of Conservation and other agencies as necessary for impacts and/or easements required within the James A. Reed Wildlife Area; and
 13. provide the Local Agency and MoDOT each with one set of completed plans, specifications and opinion of probable cost for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
- B. **BIDDING PHASE** - The Engineer will:
1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
 2. assist the Local Agency in advertising for bids; and
 3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;
- C. **CONSTRUCTION PHASE** - Engineer's services will include the following:
1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
 2. answer field questions and plan clarifications, as needed;
 3. check shop drawings and review material certifications;
 4. prepare as-built plans.

ATTACHMENT B

ESTIMATE OF COST

DESIGN & BIDDING PHASE

	Hours	Rate	Cost
<i>Preliminary Design (Labor Costs Salary Only)</i>			
Project Manager	16	\$58.00	\$928.00
Transportation Engineer	6	45.00	270.00
Senior Bridge Engineer	58	50.00	2,900.00
Engineer	48	35.00	1,680.00
Right of Way Specialist	32	40.00	1,280.00
CADD Technician	37	35.00	1,295.00
Administrative Support	4	25.00	100.00
<i>Final Design (Labor Costs Salary Only)</i>			
Project Manager	14	\$58.00	\$812.00
Transportation Engineer	14	45.00	630.00
Senior Bridge Engineer	62	50.00	3,100.00
Engineer	77	35.00	2,695.00
Right of Way Specialist	0	0.00	0.00
CADD Technician	67	35.00	2,345.00
Administrative Support	4	25.00	100.00
SUBTOTAL			\$18,135.00
<i>Payroll Overhead (est. at 70.78% x SUBTOTAL)</i>			<i>\$12,835.95</i>
<i>General and Administrative Overhead (est. at 134.57% x SUBTOTAL)</i>			<i>\$24,404.27</i>
TOTAL LABOR & OVERHEAD			\$55,375.22
<i>Fixed Fee (14.5% x TOTAL LABOR & OVERHEAD)</i>			<i>\$8,029.41</i>
TOTAL LABOR, OVERHEAD & FIXED FEE			\$63,404.63
<i>Other Direct Costs</i>			
Travel, 3 trips at 40 miles x \$0.56 IRS Rate			\$67.20
Plotting			\$170.00
Reproduction/Printing			\$2,500.00
Equipment Charges			\$200.00

Subcontract Costs

McLaughlin Mueller, Inc. (non DBE)	\$8,620.00
TSi Engineering (DBE)	<u>\$13,400.00</u>
SUBTOTAL DIRECT COSTS	\$24,957.20
TOTAL FOR DESIGN & BIDDING PHASE	\$88,361.83

ATTACHMENT B (Continued)

ESTIMATE OF COST

CONSTRUCTION PHASE

Labor Costs (Salary Only)	Hours	Rate	Cost
Project Manager	6	\$58.00	\$348.00
Senior Bridge Engineer	22	50.00	1,100.00
Engineer	24	35.00	840.00
CADD Technician	16	35.00	<u>560.00</u>
SUBTOTAL			\$2,848.00
<i>Payroll Overhead (est. at 70.78% x SUBTOTAL)</i>			\$2,015.81
<i>General and Administrative Overhead (est. at 134.57% x SUBTOTAL)</i>			\$3,832.55
TOTAL LABOR & OVERHEAD			\$8,696.36
<i>Fixed Fee (14.5% x TOTAL LABOR & OVERHEAD)</i>			\$1,260.97
TOTAL LABOR, OVERHEAD & FIXED FEE			\$9,957.33
<i>Other Direct Costs</i>			
Travel, 1 trip at 40 miles x \$0.56 IRS Rate			\$22.40
Plotting			\$40.00
SUBTOTAL DIRECT COSTS			\$62.40
TOTAL FOR CONSTRUCTION PHASE			\$10,019.73

Res. 18618

Jackson County, Missouri
Federal-aid Project BRO-NBL-B048(54)

ATTACHMENT C



Burns & McDonnell Engineering Company, Inc.
Summary of Overhead Rates PROJECTED for the Fiscal Year Ended December 31, 2014
UNAUDITED

	Home Office	Field Office
OVERHEAD RATE CALCULATIONS — Multiple rate calculations using direct labor:		
Total salary-related overhead as a percentage of salaries	70.78 %	70.78 %
Total indirect overhead as a percentage of salaries	54.22 %	22.95 %
Total indirect overhead — contract labor allocation as a percentage of total direct labor	<u>80.35 %</u>	<u>54.31 %</u>
OVERHEAD RATE	<u>205.35 %</u>	<u>148.04 %</u>
OVERHEAD RATE — Contract labor	<u>80.35 %</u>	<u>54.31 %</u>

As of January 1, 2014, Burns & McDonnell made a fundamental change to total employee compensation. The change was implemented to more correctly align employee base salaries with current industry salaries. As a result, employee base salaries were increased and compensation realized through a year-end bonus has been reduced. In prior years, Burns & McDonnell built up rates by using the current year direct labor rates multiplied by the prior year audited overhead rate (i.e. 2013 labor rates * 2012 audited overhead rate). With the increase in labor rates in 2014, it is no longer appropriate to use the prior year overhead rate since this overhead rate would also include the historically higher year-end bonus. Thus, Burns & McDonnell proposes to use an estimated 2014 overhead rate on FY 2014 invoices.

Signed By: _____

Name: James T. Schorgl

Title: Senior Vice President/Controller

Date: January 29, 2014

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

ATTACHMENT F

Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting

DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Burns & McDonnell Engineering Company, Inc.

Project Owner (LPA): Jackson County, Missouri

Project Name: Browning Road Bridge over East Branch Wilson Creek

Project Number: BRO-NBIL-B048(54)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA (Jackson County)

Consultant (Burns & McDonnell)

Printed Name: _____

Printed Name: Benjamin J. Bille

Signature: _____

Signature: Benjamin J. Bille

Date: _____

Date: 9-11-14



Res. 18618

1322 Adams Street
Kansas City, KS 66103
913.749.4010 (tel)
913.749.4011 (fax)
www.tsi-engineering.com

August 12, 2014

Mr. Mike Carroll, P.E.
Burns & McDonnell, Inc.
9400 Ward Parkway
Kansas City, MO 64114

Re: **Proposal for Subsurface Exploration and
Geotechnical Engineering Services
Replacement of the Browning Road Bridge
Lee's Summit, Missouri
TSi Proposal KCM14088**

Dear Mr. Carroll,

TSi Engineering, Inc. (TSi) is pleased to submit this proposal to Burns & McDonnell, Inc. (BMcD) to perform a subsurface exploration and geotechnical engineering evaluation for the design and construction of a reinforced concrete box culvert (RCB) on Browning Road in Lee's Summit, Missouri.

PROJECT DESCRIPTION

The Browning Road crossing is located in the Reed Memorial Wildlife Area along Browning Road approximately 1800 feet east of Smart Road. The crossing is currently a low-water crossing and the roadway is narrow and asphalt paved. We understand that the new crossing will be a multi-cell RCB. Proposed fill depths at the crossing will be no more than 10 feet at maximum.

SCOPE OF SERVICES

FIELD EXPLORATION

BMcD has requested a field exploration consisting of two borings at the proposed RCB location. The borings are to be continued to bedrock (estimated at 15 feet). Standard Penetration Test (ASTM D 1586) samples will be obtained at 5-foot intervals and one Shelby tube (ASTM D 1587) sample will be obtained in the borings. When bedrock is encountered, 5 feet of the rock will be sampled using "N" series coring tools to determine the rock mass rating. The field explorations will be conducted under the continuous field supervision of an engineer from TSi.

PROFESSIONAL SERVICE SINCE 1989

TSi will locate the borings in the field as requested by BMcD. TSi will attain the approximate surface elevations of the borings using a level and a benchmark provided by the project surveyor, or an assumed temporary benchmark elevation of 1000 feet. TSi will provide the location of the temporary benchmark in Appendix A of the final report.

LABORATORY TESTING

A laboratory test program will be performed on samples recovered from the borings to determine their engineering characteristics. Laboratory tests will include:

- Visual description by color and texture of each sample (ASTM 2488);
- Natural moisture content of each sample (ASTM D 2216);
- Atterberg limit on selected cohesive samples (ASTM D 4318);
- Unconfined compression test on selected cohesive samples (ASTM D 2166);
- One-dimensional consolidation (ASTM D 2435); and
- Compressive strength of rock core samples.

GEOTECHNICAL REPORT

Based on our understanding of the project and the scope of work proposed, the geotechnical study report will address the following considerations:

- Subsurface conditions at the boring locations;
- Laboratory test results;
- Influence of groundwater on the project;
- Foundation recommendations for the reinforced box culvert;
- Seismic site classification per MoDOT guidelines;
- Recommendations for pavement subgrade preparation;
- General construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

FEES

TSi's services for the project will be provided on a lump sum basis. Based on the scope of work provided above and assuming no unanticipated subsurface conditions are encountered, the fee is \$13,400.00. If site conditions are encountered during exploration that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fee will not be exceeded without your authorization. The submittal of the written report will complete the services to be provided under this proposal.

McLaughlin Mueller, Inc.

Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
Phone: 816-407-0002 Fax: 816-407-0003

August 5, 2014

Mr. Mike Carroll, P.E.
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

Re: Surveying Services for Browning Road over East Branch of Wilson Creek
Jackson County, Missouri

SCOPE OF SERVICE

Introduction

Provide survey information for the Engineer to design roadway improvements.

Vertical Control

The vertical datum will be NAVD 1988 datum. Two benchmarks will be established at the project site. The benchmarks established will be listed and described on the final drawing.

Horizontal Control

The horizontal datum will be based on Missouri State Plane Coordinates, 1983 West Zone. Horizontal control points established will be listed and described on the final drawing as well as their corresponding swing ties. Additional control points may be established during the course of the survey.

Topography

Provide a detailed topographic survey along Browning Road approximately 300 feet wide strip by 1,100 feet long, starting 500 feet West of the low water crossing and extending 600 feet East of the water crossing as shown on the map provided. Topography will include but is not limited to roadway, field entrances, power poles, telephone poles, fences, utilities, structures and other visible improvements within the survey limits.

Utilities

Contact utility companies and request that they provide locations of their facilities in the field for the project area. Show utilities in project area from available mapping if not marked in field. List utility contacts on final drawing.

Property Lines

Locate an adequate number of existing property corner monuments and section corner monuments to establish existing right-of-way lines and section lines. Obtain mapping from Jackson County to reference the collected survey data. Prepare section corner tie sheets for section corners used and file with Missouri DNR if none exist.

Deliverables

1. Provide base map drawing of topography showing existing structures, right-of-way lines, section lines, visible utilities, marked utilities or if not marked from mapping, horizontal and vertical control points and legend for blocks and 1 foot contours.
2. Digital files will be in AutoCAD Rel. 2006, developed with Autodesk Land Development software.
3. Printouts of field notes.
4. One reproducible plan of the survey signed by a registered Land Surveyor.

Fee \$7,900.00

Descriptions

Prepare permanent and temporary descriptions for a maximum of 4 descriptions.

Fee \$720.00

Thank you for this opportunity to provide you with this scope of services. McLaughlin Mueller, Inc. is a Licensed and Insured Company, certificates are available upon request. Please call if you have any questions.

McLaughlin Mueller, Inc.
Martin Mueller, PLS
President

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Contribution Agreement with the TIF Commission of Kansas City, MO, and NP Power & Light Building, LLC, related to the TIF Commission's plan for the redevelopment of the Kansas City Power & Light Co. Building.

RESOLUTION NO. 18619, September 29, 2014

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, NP Power & Light Building, LLC, (the "Developer") has been in negotiations with the Tax Increment Financing Commission of Kansas City, Missouri ("TIF Commission") related to tax incentives for the redevelopment of the historic Kansas City Power & Light Co. Building in downtown Kansas City; and,

WHEREAS, the TIF Commission has given its endorsement of this project; and,

WHEREAS, it has been determined that an agreement regarding the distribution of Payments In Lieu Of Taxes ("PILOTS") is necessary for the protection of the interests of the taxing authorities; and,

WHEREAS, a Contribution Agreement between Jackson County, the TIF Commission, and NP Power & Light Building, LLC, will set forth the mutual understandings and obligations of each party regarding the hold harmless amounts that will be distributed to the appropriate taxing jurisdictions related to this project; and,

WHEREAS, as part of this Agreement, the County will receive a fee from the Developer in exchange for certifying the proper hold harmless amounts; and,

WHEREAS, execution of the attached Contribution Agreement is in the best interest of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Contribution Agreement with the TIF Commission of Kansas City, Missouri and NP Power & Light, LLC, in a form substantially similar to that attached to be approved by the County Counselor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Senior Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18619 of September 29, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18619

Sponsor(s): Crystal Williams

Date: Sept. 29, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Contribution Agreement for Power & Light Project</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 527 1203 842"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Johnny Sweeney, Director of Economic Development</p>										
REQUEST SUMMARY	<p>This RLA is seeking approval by the Jackson County Legislature for the County Executive to enter the attached Contribution Agreement between NP Power & Light Building, LLC, the Tax Increment Financing Commission of Kansas City ("Commission"), Missouri and Jackson County. As part of this Agreement, Jackson County will receive a fee for certifying the proper Hold Harmless Amounts for taxing jurisdictions other than Kansas City and Jackson County and for distributing these funds. This Agreement outlines the duty of the NP Power & Light and the Commission to each send notice to the County as notice that the Hold Harmless process will begin. At that time, Jackson County will determine the Hold Harmless Amount and notify the Commission of these amounts. Finally, Jackson County will distribute the Hold Harmless Amounts to the appropriate taxing jurisdictions after the funds are received from the Commission.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Contribution Agreement	
REVIEW	Department Director: Johnny Sweeney <i>Johnny Sweeney</i>	Date: 9/24/2014
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature] for Calvin Welliford</i>	Date: 9/24/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

THIS CONTRIBUTION AGREEMENT (the "AGREEMENT") is made and entered into the ___th day of _____, 2014, by and among **NP POWER & LIGHT BUILDING, LLC** ("Redeveloper") successor in interest to **NORTHPOINT DEVELOPMENT, LLC**; the **TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI** (the "Commission") and **JACKSON COUNTY, MISSOURI**, (the "County") (each is a "Party" and collectively are the "Parties").

WITNESSETH:

WHEREAS, the City of Kansas City, Missouri (the "City") approved the Eighth Amendment to the 1200 Main/South Loop Tax Increment Financing Plan (the "TIF Plan") on August 14, 2014 through the passage of Ordinance No. 140530, As Amended;

WHEREAS, the TIF Plan, as amended by the Eighth Amendment, provides for the construction of an approximately 475 stall parking garage, along with retail and residential space wrapped around and connected to the parking garage, which shall consist of approximately 52 residential units and 6,700 square feet of commercial retail space (the "Phase 2 Project"), all within Phase 2 of Redevelopment Project Area 3A, as such area is described by the TIF Plan;

WHEREAS, Redeveloper has certain rights, benefits and obligations pursuant to that certain Redevelopment Agreement of even date herewith (the "Redevelopment Agreement") between Redeveloper and the Commission, for implementation of the Phase 2 Project;

WHEREAS, Redeveloper intends to submit to the Commission for certification and reimbursement \$10,700,000 of Reimbursable Project Costs identified by the TIF Plan and the Redevelopment Agreement that relate to the Phase 2 Project;

WHEREAS, subject to the terms and conditions of the Redevelopment Agreement, Redeveloper has the right to receive reimbursement for certain Reimbursable Project Costs incurred by Redeveloper, and upon the Redeveloper being reimbursed \$8,700,000, the Commission shall establish the Hold Harmless Account into which up to \$2,000,000 of additional reimbursement revenue shall be deposited; and

WHEREAS, the Commission, Redeveloper and the County desire to establish the terms under which the Hold Harmless Amount is determined and distributed, all conditional upon the Acknowledgement on page 7, below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Defined Terms.** Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning ascribed to them in the Redevelopment Agreement.
- 2. Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date first written above.
- 3. Assignment.** Upon Redeveloper's reimbursement of \$8,700,000, Redeveloper hereby grants, conveys and transfers to the County all of Redeveloper's right, title, interest and authority as Redeveloper pursuant to the Redevelopment Agreement to receive reimbursement for

Reimbursable Project Costs in the amount of the Hold Harmless Amount that is generated by Project Area 3A and deposited into the Hold Harmless Account. The following requirements shall apply to the assignment set forth in this **Section 3**:

A. Redeveloper, in accordance with the Commission's Certification of Costs and Reimbursement Policy, will submit to the Commission for certification Reimbursable Project Costs it has incurred in an amount equal to \$10,700,000. The Redeveloper shall comply with all policies and procedures and submit all required documentation that is set forth in the Redevelopment Agreement, including Section 18, that must be satisfied and submitted in order to receive reimbursement for Reimbursable Project Costs. Notwithstanding the foregoing, failure of Redeveloper to comply with this subsection A shall not limit or reduce the Commission's obligation to establish and maintain the Hold Harmless Account as provided in Section 4 hereof or the Commission's obligation to pay to the County the Hold Harmless Amount, up to the amounts on deposit in the Hold Harmless Account, to the County as provided in Section 6 hereof.

B. The Hold Harmless Amount shall be determined in accordance with **Section 5** of this Agreement.

C. The parties hereto acknowledge and agree that by entering into this Agreement and by the County receiving Redeveloper's right to reimbursement of Reimbursable Costs in excess of \$8,700,000 and up to the maximum amount of the Hold Harmless Amount, the County is not in any way assuming or agreeing to perform, and County shall not have any obligation to perform, any of Redeveloper's obligations under the Redevelopment Agreement.

4. Hold Harmless Account Establishment and Maintenance.

A. The Commission, for the benefit of the County, shall establish and maintain the Hold Harmless Account.

B. Within thirty (30) days of its receipt of written request by the County, the Commission shall provide the County with copies of periodic activity statements regarding the City Contribution Account, the Hold Harmless Account, and the reimbursement of Reimbursable Project Costs, including all certification documentation and resolutions related thereto; -together with any other public document related to the financing of Project Area 3A that is made available to the Commission, including but not limited to bond principal and interest payments made pursuant to the City's Variable Rate Demand Taxable Special Obligation Refunding Bonds (President Hotel Redevelopment Project) Series 2009B and Minimum Property Assessed Value Payments, - made pursuant to the Redevelopment Agreement.

5. Determination of Hold Harmless Amount.

A. On or before the 15th day of the month following the month in which the Redeveloper has been reimbursed the sum of \$8,700,000 for Reimbursable Project Costs, the Redeveloper and Commission each shall send notice to the County that the Redeveloper has been reimbursed \$8,700,000 and the Redeveloper shall submit to the County the payment required by Section 7 hereof. Following receipt of such notice and payment, the County, at such time(s) as the County deems appropriate, shall (i) determine the Hold Harmless Amount and (ii) notify the Commission, in writing, of the Hold Harmless Amount and the specific amounts attributable to each Taxing District (excluding the City and the County).

B. The County shall have the sole discretion to determine the amount and proper distribution from the County to the Taxing Districts (excluding the City and County) of the Hold Harmless Amount or any portion thereof received by the County from the Commission.

6. Distribution of Hold Harmless Amount. Within ten (10) business days following the Commission's receipt of notice from the County of the County's determination of the Hold Harmless Amount as specified in subsection A of Section 5 of this Agreement, the Commission shall transfer to the County all amounts on deposit in the Hold Harmless Account, up to the aggregate, cumulative amount of the Hold Harmless Amount. The Commission shall not require a vote or any other process before sending the amounts on deposit in the Hold Harmless Account to the County. Subject to subsection B of Section 5 hereof, the County shall distribute to the appropriate Taxing Districts (other than the City and County) the funds, up to the aggregate, cumulative amount of the Hold Harmless Amount, that are transferred out of the Hold Harmless Account by the Commission to the County under this Section 6, less all amounts unavailable for distribution due to protest or challenge, and less all other retentions, offsets, and deductions authorized under this Agreement and/or Missouri law to be withheld by the County.

7. Service Fee. On January 15 of each year following the commencement of this Agreement, the Redeveloper will pay directly to the County an amount equal to five percent (5%) of the Hold Harmless Amount paid by the Commission to the County under this Agreement during the preceding calendar year, to compensate the County for its services under this Agreement.

8. Amendments to Redevelopment Agreement. The Commission and Redeveloper agree that neither shall modify nor amend those portions of the Redevelopment Agreement, including but not limited to Sections 5, 18 and 49 and any defined terms, which relate to the payment of the Hold Harmless Amount in a manner that either (a) will adversely affect the Taxing Districts, unless and until the parties obtain prior written consent from the Taxing Districts or (b) will adversely impact the rights or obligations of the County under this Agreement, unless and until the parties obtain prior written consent from the County.

9. Binding Effect and Benefits. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Termination. The County shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties. In the event of such termination by the County, the provisions of this Agreement shall continue to apply with respect to the Hold Harmless Amount paid by the Commission to the County under this Agreement prior to such termination.

11. Release. Redeveloper hereby releases the County, its representatives, officers, directors, employees and agents from any and all liability related to or arising out of the County's administration of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this assignment as of Effective Date.

NP POWER & LIGHT BUILDING, LLC
5015 NW Canal Street,
Riverside, Missouri 64150
nathaniel@northpointkc.com

By: _____

Name: _____

Title: _____

Approved as to form:

Polsinelli, PC

COUNTY OF JACKSON COUNTY, MISSOURI
Jackson County Courthouse
415 E. 12th Street
Kansas City, Mo 64106

By: _____
Michael D. Sanders, County Executive

ATTEST:

Printed Name:
Title: Clerk of the County Legislature

Approved as to form:

W. Stephen Nixon, County Counselor

**TAX INCREMENT FINANCING COMMISSION OF
KANSAS CITY, MISSOURI**

**1100 Walnut, Suite 1700,
Kansas City, Missouri 64108
816-691-2159
hbrown@edckc.com**

By: _____
Ronald Marc Yaffe, Chairman

ATTEST:

Heather Brown, Executive Director and Secretary

APPROVED AS TO FORM AND LEGALITY

Wesley O. Fields, Legal Counsel to the Tax Increment
Financing Commission of Kansas City, Missouri

ACKNOWLEDGEMENT

The terms of this Contribution Agreement are hereby acknowledged and agreed to by the following:

CITY OF KANSAS CITY, MISSOURI
{Insert Address}

By: _____ Director of Finance

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney



MICHAEL D. SANDERS
Jackson County Executive

EXECUTIVE ORDER NO. 14-18

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
JACKSON COUNTY EXECUTIVE**

DATE: SEPTEMBER 24, 2014

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE PENSION PLAN
BOARD OF TRUSTEES**

Pursuant to section 1540., Jackson County Code I hereby make the following appointment and reappointments to the Pension Plan Board of Trustees:

Q. Troy Thomas is appointed as the Acting Chief Administrative Officer for an indefinite term. Mr. Thomas's appointment is occasioned by the retirement of Frederick Siems.

Robbie Makinen is appointed as an active member of the Pension Plan for a term to expire February 17, 2017. Mr. Makinen's appointment is occasioned by the appointment of Q. Troy Thomas as Acting Chief Administrative Officer. A copy of Mr. Makinen's resume is attached.

Angelo Mancini is appointed as an independent business executive member of the Pension Plan for a term to expire February 17, 2018. Mr. Mancini's appointment is occasioned by the expiration of the term of Joseph Weinrich. A copy of Mr. Mancini's resume is attached.



Members of the Legislature
Clerk of the Legislature
September 24, 2014
Page 2

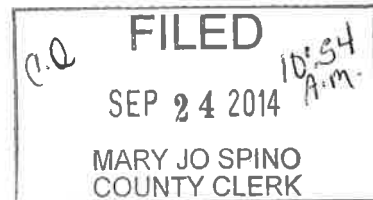
Claire West-Scoville is reappointed as an independent business executive member of the Pension Plan for a term to expire February 17, 2018.

Patrick "Duke" Dujakovich is reappointed as labor leader affiliated with a labor union with which Jackson County has a current Memorandum of Understanding for a term to expire December 31, 2017.



Michael D. Sanders, County Executive

Dated: 9-24-14



Robbie Makinen

- EXPERIENCE** 2002- Harrah's Casino & Hotel North Kansas City, MO
Executive Casino Host/Casino Marketing
- Responsible for maintaining close ties and driving revenue with targeted guests through contact by phone, in person, and involvement in social events and special promotions.
 - Develop and maintain relationships with various organizations and contacts within the community to provide positive relationship building.
 - Facilitate the growth of the business through superior service and relationship marketing to targeted guests by working with Casino Hosts and administration of the Player Development office.

- 1999- Ozanam Children's Services Kansas City, MO
Director Learning Center/Program Development
- Generated \$1.6 million in new contracts & grants for non-for-profit by bringing together collaborative partners in the Kansas City area.
 - Supervised all aspects (scheduling, training, growth potential) of Learning Center staff.
 - Developed Outreach program which now serves approximately 100 Kansas City area youth annually, with job readiness training, independent living skills, job placement & continuing education.
 - Helped design and allocated funding for Homeless Youth Program

- 1997-1999 ECH Children's Home Independence, MO
Life Skills Coordinator/Youth Specialist
- Created Life Skills program and curriculum for at-risk youth.
 - Provided mentoring, job placement / transitional living education, to approximately 60 at-risk youth annually.
 - Implemented training course for employee's & program youth.

- EDUCATION** 1988 Penn Valley College Kansas City, MO
- Completed and became certified Emergency Medical Technician
- 1982-1985 Northwest Missouri State Maryville, MO
- Marketing Major/Sports Medicine Minor
 - Student Athlete-Football/Student trainer
- 1979-1982 Truman High School Independence, MO
- High School Graduate

**Volunteer
Work &
Advanced
Training**

- 1995 Fred Pryor "Exceptional Customer Service"
2000- 2004 Member of Homeless Services Coalition
2001 Dale Carnegie Sales Course
2006- Elected to Board of Directors-Midwest Foster Care & Adoption Association
2006- Appointed to Jackson County Community Mental Health Fund Board
2006- Certified Foster Parent
Detailed volunteer work attached
References available upon request

Robbie W. Makinen

11 years of volunteer service for Independence Missouri School District, with at-risk youth and sports programs at Truman High School & William Chrisman High School

2 yrs as Youth Care Provider for Evangelical Children's Home ages 8-16

1 yr as Life Skills Coordinator Stepping Stones Transitional Living Program for Youth ages 16-21

5 yrs as Program Development Coordinator – Ozanam (Pathways Transitional Living Program)

Developed Life Skills curriculum for both Transitional Living Programs

Developed relationships and secured corporate support for youth programs from companies such as UPS, Sprint, Advanced Auto Parts, Saint Lukes Hospital, Kansas City Housing Authority

Assisted in the development of a "One-Stop" center for youth at 36th & Broadway, with on-line computer lab services, housing assistance, One on One therapy, Substance abuse counseling, job readiness training & Job search resources

Worked in collaboration with Consumer Credit Counseling Services to develop curriculum for educating youth

Developed collaborative partnerships with the Full Employment Council, Department of Health & Human Services, ReStart, City Union Mission, United Way - Partnership for Adult Learning, Independence Adult Basic Education, Kansas City Adult Basic Education, Job Corps, Homeless Services Coalition

Secured Ozanam's membership into the Homeless Services Coalition of Kansas City.

Authored Supportive Housing & Services proposal for Homeless Services Coalition "Continuum of Care" grant to HUD

Developed Job Readiness Training program for Ozanam

\$180,000.00 - Authored and secured funding from Full Employment Council for the Workforce Investment Act, Out-of School Youth (renewed 3 years)

\$90,000.00 – Authored and secured funding from Full Employment Council for the Workforce Investment Act, In-School Youth (renewed 3 years)

Developed partnership between Ozanam & Job Corps to provide aftercare services for youth once exited from the program (housing, job search, case management) (renewed 3 years)

\$150,000.00 – Authored and secured funding from the Department of Labor and Job Corps for this program (renewed 3 years)

Developed Homeless youth program for Ozanam

\$1,000,000.00 – Authored and secured funding for Homeless Youth Program from the Department of Health & Human Services (5yr grant)

Developed GED program for Stepping Stones children's home and Ozanam Pathways

\$65,000.00 - Authored and secured funding from United Way-Partnership for Adult Learning to promote literacy for system youth & homeless youth ages 16 to 21 in Kansas City and Eastern Jackson County. (3rd year renewed)

Appointed to Community Mental Health Fund Board of Trustees

Elected to Board of Directors for Midwest Foster Care and Adoption Assos.

Certified Foster parent through the Stars Program

Angelo Mancini
16028 E 40th Terrace S.
Independence, MO
816-373-3658 (H)
816-835-4620 (C)
jacqang@comcast.net

Angelo Mancini retired as Executive Vice President for Bank Operations from Mercantile Bank in 1991 after more than 25 years. While there, he made daily investment decisions. He was responsible for the day to day functions at the bank and sat on the loan committee. He was also the Secretary for the Board of Directors.

After retiring, he joined American Sterling Bank (now Metcalf Bank) as a branch manager for two years.

From 1993 until 2007, he operated a small business doing local catering.

He was a member of the Jackson County Assessment Review Commission in 2008 and has done real estate sales.



MICHAEL D. SANDERS

Jackson County Executive

EXECUTIVE ORDER NO. 14-19

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
JACKSON COUNTY EXECUTIVE**

DATE: SEPTEMBER 23, 2014

RE: APPOINTMENTS TO THE VETERAN'S TASK FORCE

I hereby make the following appointments to the Veteran's Task Force:

Roger ("Jim") Davis
Bruce Eveland
John Hamilton
Paul Rojas
Jim Tobin
Kelly Wilkinson
Art Fillmore
Pat Contreras
Stacy Johnson-Cosby
Jerry Newberry

Copies of the resumes of all appointees are attached.



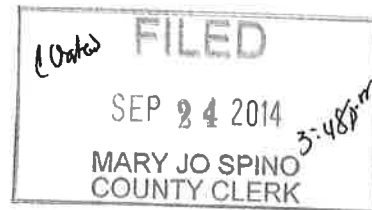
Members of the Legislature
Clerk of the Legislature
September 23, 2014
Page 2

The Veteran's Task Force shall examine strategies and actions to assist returning veterans as they reintegrate into our community. The Task Force will engage the community in a dialogue on the challenges facing veterans and their families and make recommendations that will be forwarded to the County Executive, Jackson County Legislature, the Jackson County Prosecuting Attorney, and the Sixteenth Judicial Circuit.



Michael D. Sanders, County Executive

Dated: 9-23-14



Roger (Jim) Davis
306 NW Shagbark
Lee's Summit, MO 64064
816-373-1523
jdavis@comcast.net

Roger (Jim) Davis holds a B.S. from the University of Denver. While a resident of Denver Davis served as Chairman of the Mayors Citizen's Budget Advisory Committee. When he relocated to Charleston West Virginia, Davis continued to serve the community as member of the State Citizen Advisory Commission for Public Welfare.

A Captain in the United States Coast Guard (Retired) Davis currently serves on numerous boards and committees of charitable organizations in the metro area, which support youth programs.

COLONEL G. BRUCE EVELAND
U.S. ARMY (RETIRED)

12716 Searcy Road
Kearney, MO 64060
(h) 816-635-3577
© 609-238-6141
(f) 816-635-3788

G. Bruce Eveland was born in Southern New Jersey. After graduating high school, he entered active duty as a Private in the US Army. He received basic training with the 101st Airborne Division, Camp Breckinridge, KY. After basic training he was immediately assigned to Korea with an Infantry Squad, 9th Infantry Regiment, 2nd Infantry Division. Upon being discharged he attended college at the University of Texas and received a degree in Business Administration. He holds two Master's Degrees in Accounting and Personnel Management.

He re-entered active duty after college and graduated from Officers Candidate School. He commanded a Hawk Missile Battery in Europe and a Battalion in Korea. Other earlier assignments include two combat tours in Vietnam, Executive Officer and Deputy G-3, 101st Airborne Division, Operations Officer XVIII Airborne Corps, a graduate and later a member of the faculty of the Command and General Staff College, Fort Leavenworth, and a graduate of the Industrial College of the Armed Forces, Washington, DC.

After his assignment in the Pentagon as a Branch Chief for NATO Plans and Operations for Europe, he departed for Europe and was assigned as the Deputy G-3 Seventh Corps. Immediately following this assignment, he was selected to Command an Air Defense Brigade. Upon completion of command, he was assigned as the Inspector General, US Army Europe. Upon his return to the US, he retired from the US Army in New Jersey.

After his retirement, he was nominated and selected as the first Deputy Commissioner of Veterans Affairs for the State of NJ. He served in this position for two years. This position provided him a keen insight into the needs of all NJ Veterans and their families. After the state administration changed, he joined the US General Accounting Office as a Senior Forensic Accounting Auditor, Philadelphia, Pa.

He remained there for three years. In 1995, the office was closed based on government downsizing. He was then nominated and selected by the Governor of New Jersey to assume the position of Chief, Professional Responsibilities – Office of Government Integrity. He retired from this position in 2007.

Bruce's military awards include the Combat Infantry Badge w/star, two Legion of Merits, three Bronze Stars w/one for Valor, five Meritorious Service Medals, Joint Armed Forces and Army Commendation Medals, Air Medal, Campaign Medals from Korea and Vietnam, Senior Airborne Badge and Air Assault Badge.

He is married to the lovely Susan J Eveland. They have four children; Linda, Bruce, Aaron and Andrea, They have five grandchildren. He and his wife reside in beautiful Kearney, MO.

John E. Hamilton
Adjutant General
Veterans of Foreign Wars of the United States



John E. Hamilton was appointed Adjutant General of the Veterans of Foreign Wars in July 2013. Prior to this he served as Commander-in-Chief of the Veterans of Foreign Wars from 2012-2013.

Mr. Hamilton served in the U.S. Marine Corps from 1968-1970, including a tour in Vietnam. His decorations include the Purple Heart and two Gold stars, Combat Action Ribbon, National Defense Service Medal, Vietnam Service Medal with two Bronze Stars, Republic of Vietnam Meritorious Unit Citation Gallantry Cross Color, Republic of Vietnam Unit Citation Civil Actions Color (First Class) and the Republic of Vietnam Campaign Medal.

He joined the VFW in 1974 at Post 7909 in Jacksonville, Fla., where he maintains his Legacy Life (Gold Level) membership. He has served the VFW in many leadership positions, including the National Council of Administration from 1989-1991, and as State Commander from 1987-1988. He served on the board of the VFW National Home from 2002-2008 and as its president from 2004-2005. He also served as Supreme Commander of the Military Order of the Cootie from 1992-1993.

Mr. Hamilton graduated with honors from Georgia Military Academy in 1967. He worked as a professional wrestler throughout the United States and the world for 15 years as Johnny Montana, (also known as "Dr. Death") along with other names and identities.

Mr. Hamilton was named Florida's Young Veteran of the Year in 1981. He has been honored by Presidents Jimmy Carter and George H. W. Bush for his outstanding community service and leadership.

Mr. Hamilton is a member of the Military Order of the Cootie, Military Order of the Purple Heart, Disabled American Veterans, American Legion and the Semper Fidelis Society.

He was a longtime resident of Jacksonville, Fla., and currently resides in Kansas City, Mo.

-vfw-

Paul Rojas
2000 Jefferson
Kansas City, MO 64108
rojaspaulg@yahoo.com
816-221-8931 (h)
816-547-0574 (m)

Paul Rojas was educated in Kansas City and has lived here all his life. He is a member of the American Legion, Korean Veterans Association and Veterans of Underage Military Service.

Paul served in the Missouri House of Representatives for four terms approximately 40 years ago. He has been active in the community for all of his life.

He retired from the former Bendix Corporation (also known as Allied Signal and Honeywell) 40 years ago. He is a Board Member for Guadalupe Center and has served on several boards and commissions for both Jackson County and Kansas City.

He enlisted in the service in 1952 and completed his tour in 1955. He is married to Mary Rojas.

COLONEL JAMES M. TOBIN
USAR, Retired

James Tobin was born in Kansas City, Missouri in 1949. He received his Bachelor of Arts degree in English from Rockhurst University in 1971; after graduation he served as an enlisted Army Explosive Ordnance Disposal (EOD) Specialist until 1973. After release from active duty he attended law school at the University of Missouri at Columbia where he was awarded a Juris Doctor degree in 1976. He has been a partner in the firm of Murphy & Tobin in Kansas City, Missouri since 1984 and has served as a part-time Municipal Judge in Lee's Summit, Missouri since 1989. He is a life member and current commander of the Greater Kansas City Chapter, Military Order of the World Wars, a life member of the Veterans of Foreign Wars, life member Disabled American Veterans, life member Reserve Officers Association, life member of the Heart of America Chapter of the Military Officers Association of America and former president of the Missouri Municipal and Associate Circuit Judge Association. As judge he was one of the first two Mental Health Court judges in the Jackson County Mental Health Court pilot project. He began his active Army Reserve career in 1981 as an enlisted soldier with the 326th Area Support group where he was commissioned as a First Lieutenant in the Judge Advocate General's Corps in 1983. From 1986 to 1998 he served in a number of positions in the 8th Legal Support Organization (LSO) in Independence. He is a 1993 graduate of the Command and General Staff College, Fort Leavenworth, Kansas. As Deputy Staff Judge Advocate for the 3d Corps Support Command in Des Moines, Iowa, he deployed overseas to Germany in support of Operation Enduring Freedom, in January 2003; in July 2003 he deployed to Iraq in support of Operation Iraqi Freedom, where he was awarded the Bronze Star Medal in January 2004. He returned from Iraq in February 2004 and was released from active duty in March 2004. From 2004 through 2007 he served as Staff Judge Advocate for the 3rd Corps Support Command and the 103rd Expeditionary Sustainment Command. His last military assignment before retirement was as Staff Judge Advocate, US Army Japan, headquartered at Camp Zama, Japan.

Jim and his wife Cindy were married in 1984; they are the parents of two children, Kerri and Patrick.

US DECORATIONS AND BADGES

Legion of Merit

Bronze Star Medal

Meritorious Service Medal

Army Commendation Medal (with 3 Oak Leaf Clusters)

Army Reserve Components Achievement Medal (with 4 Oak Leaf Clusters)

National Defense Service Medal (with 1 Bronze Service Star)

Army Service Ribbon

Global War on Terrorism Expeditionary Medal

Global War on Terrorism Service Medal

Armed Forces Reserve Medal (with Silver Hourglass, "M" and Number 2 Device)

Overseas Service Ribbon

Army Reserve Component Overseas Training Ribbon (with Number 5 Device)

Explosive Ordnance Disposal Qualification Badge
Combat Action Badge

Kelly Wilkinson
6113 Hardy Ave.
Raytown, MO 64133
Jwilkinson62@yahoo.com
816-308-5899

Kelly Wilkinson is a secondary education teacher in the Center School District. He has lifetime certification in social studies and speech and debate. He graduated from UMKC in 1989 with a degree in Political Science major and had minors in History and Military Science. He received his Secondary Education Degree in 1996, also from UMKC.

He was in the US Army from 1987 until 1994 when he received his Honorable Discharge. He was a Fire Support Officer and earned the rank of Lieutenant.

Art Fillmore
1301 Oak St.
Kansas City, MO 64106
afillmore@levycraig.com
816-460-1841

Mr. Fillmore has practiced corporate law since 1975 with several law firms. He has been associated with Levy Craig for the past 11 years, specializing in mergers and acquisitions, commercial law, and business transactions of many disciplines, locally, nationally and internationally.

Mr. Fillmore is a graduate of the University of Missouri-Columbia Law School, where he was a member of the Order of the Coif and the Lead Articles Editor and Managing Editor of the Missouri Law Review. He has been honored as a Super Lawyer of Missouri, 10 Legal Leaders of Kansas City, and One of 50 Missourians You Should Know.

Mr. Fillmore served in the United States Army, as a combat officer in Vietnam and Nuclear Missile Commander in Europe. He received many citations for his combat tour in Vietnam as a forward observer for the First Wolfhounds of the 25th Infantry Division. For his service to his country and later to his community, he was elected to the United States Army Artillery Hall of Fame.

Mr. Fillmore has practiced extensively in the area of health care. He represented Tenet Healthcare in its \$1 Billion bid to acquire Health Midwest. He has also served as an M&A attorney in hospital acquisitions, has represented numerous medical care provider groups, and has served as general counsel of a medical malpractice insurance company.

Mr. Fillmore has spent more than 25 years advocating the rights of military veterans, serving as Chairman of the Kansas City Vietnam Veterans Memorial, Chairman of the Veterans Affairs Advisory Committee on the Readjustment of War Veterans, the Founder and Chairman of the Heart of America Stand Down for homeless veterans, and as a founder and board member of St. Michael's Veterans Center, a newly developed 23-acre campus of permanent housing and supportive services for homeless veterans.

Mr. Fillmore is also a businessman and currently serves as the CEO and Chairman of the Board of NxGEN Electronics, Inc, in San Diego, CA.

Pat Contreras

Consultant

Washington, District Of Columbia
Public Policy

Current Council on Foreign Relations,
 Truman National Security Project,
 Hispanic Heritage Foundation

Previous U.S. Department of State,
 Coro Leadership Center - St. Louis,
 Federal Reserve Bank of Kansas City

Education Columbia University - School of International and Public Affairs

Experience

COUNCIL on
FOREIGN
RELATIONS

Term Member

Council on Foreign Relations

June 2014 - Present (4 months) Washington D.C. Metro Area



Partner

Truman National Security Project

December 2013 - Present (10 months) Washington D.C. Metro Area

Hispanic Heritage
FOUNDATION

Senior Advisor

Hispanic Heritage Foundation

January 2014 - Present (9 months) Washington D.C. Metro Area



Diplomat/Foreign Service Officer

U.S. Department of State

August 2008 - January 2014 (5 years 6 months) Various locations in the U.S. and overseas

Economic Officer - Bangkok, Thailand

Consular Officer - Islamabad, Pakistan

Political Officer - Lahore, Pakistan

Political Officer - Mexico City, Mexico

Public Diplomacy Officer - Washington, DC

Economic and Trade Officer - U.S. Department of Commerce, Washington, DC



Coro Fellow

Coro Leadership Center - St. Louis

2005 - 2006 (1 year) Greater St. Louis Area



Research Associate

Federal Reserve Bank of Kansas City

January 2005 - November 2005 (11 months) Kansas City, Missouri Area



Missouri Department of Economic Development

State of Missouri

2002 - 2003 (1 year)



Summer Business Analyst

U.S. Bank

May 2001 - August 2001 (4 months) Kansas City, Missouri Area



Summer Business Analyst

Sprint

May 2000 - August 2000 (4 months) Kansas City, Missouri Area



104 W. 104th St.
Kansas City, Missouri 64114
816-591-5921

Career-

Real Estate Agent/Broker - Reece & Nichols REALTORS – Country Club Plaza office
For 27 years I've held real estate licenses – in Kansas & a Missouri Brokers license

Education-

B.A. Psychology, Communications/minor (University of Missouri-Kansas City)
M.A. Marketing & Management (Webster University)

Awards-

- Awarded a 2013 Neighborhood Leader Legacy Award by the City of Kansas City. This award was given in recognition of exemplary community leadership as well as commitment and dedication to enhancing the livability of my community. I was nominated by my City Council Representative.
- Past Missouri Association of REALTORS Salesperson of the Year (20,000+ members across the state). Several years ago, I was recognized by my peers for my commitment to ethical real estate practices; involvement in local, state and national REALTOR® associations; professional accomplishments, including sales volume; and community service.
- Past Kansas City Regional Association of REALTORS Salesperson of the Year (9,000+ members). I was honored and recognized by my peers locally for ethics and cooperation, faithfulness to the principles of the Association of REALTORS® Bylaws and Code of Ethics, efforts to encourage good real estate practices, community service & contribution to local association several years ago.
- KC Magazine – Five Star Real Estate Agent in 2014 - Awarded 5 years in a row for exceptional service & overall client satisfaction (voted on by clients, peers & industry experts)

My Community Service Involvement & Credentials

What I do when I'm not selling houses and serving my real estate clients

I serve my community (neighborhood & real estate)...including these great opportunities

CIVIC VOLUNTEER EFFORTS:

- **South Kansas City Alliance** – (Since 2011) Elected the first President of this new alliance of neighborhood organizations, businesses, non profits, civic, faith based and educational institutions, business interests and individuals. We are building this organization from the ground up. We are dedicated to a unified vision for South Kansas City through sustainable economic development, building quality, safe and healthy communities as we highlight South Kansas City as a wonderful place to live, work, do business and play. We actively work to build relationships with our elected officials and stay connected as a liaison between developers and our community connect & provide resources to neighborhoods. My goal is to build this organization to speak with one voice for South Kansas City concerns and to be proactive in fully developing our community in ways that benefit our citizens and community.

- **Heart of American Standdown for Homeless Military Veterans** – (Since 2011) I volunteer with the semi-annual Standdowns – with many service organizations and individuals serving 500-700 homeless and at risk military Veterans to prepare them for the Summer & Winter.
- We provide them access to resources, services, clothes, toiletries, haircuts and other necessities for the upcoming season. I also chaired the committee to organize the women's area & gather, organize and disseminate the clothing, toiletries & other services. Currently, I serve on the committee doing what's needed including public relations support and identifying donation opportunities. I ran our very successful Boots For Vets Drive when we had a shortage of boots from previous resources.

University of Missouri - Kansas City (UMKC) - I love my school!

- Lifetime Alumni Association Member
- Co-Chaired the UMKC Alumni Association Awards (2011 & 2012) charged with raising scholarship funds used as immediate aid for students at financial risk of dropping out. We exceeded our goal and raised a total of over \$200,000 over both years for our UMKC students in need! This keeps our children in school getting their education and in our community.
- **Center Planning & Development Council** –Vice Chair. Umbrella group of 30+ South Kansas City neighborhood organizations and groups. We engage neighbors, developers, city and other elected officials to maintain & improve quality of life for our neighborhoods in the Southwest corner of our city. We communicate through regular monthly public informational meetings.
- **Swope Community Builders** –Board of Directors and Officer (Secretary). We are charged with revitalizing & developing the urban core and its neighborhoods through various housing renovation projects and support services.
- **Kansas City Symphony Alliance** – Volunteered for The Designer Showhouse (fundraising project that benefited the KC Symphony's youth awareness programs –raised over \$100,000). Design Committee Co-Chair 2012-13. We recruited & coordinated designers for the 40+ spaces in this home that members of the public paid to tour in the Spring.
- **St. Thomas More Catholic Church** – (Since 2001) I serve as a Lector (reader), Usher/Greeter & Eucharistic Minister in my church community in South Kansas City.

CITY & COUNTY APPOINTMENTS

Appointed by the **Center School District Board** to hear property tax appeals from citizens in the district for the **Jackson County Board of Equalization**

Appointed by my 6th District at-large councilman to these 2 City of Kansas City committees:

- **Neighborhood Tourist Development Fund (NTDF, 6th District Rep.)** – We hear & evaluate grant application presentations from organizations for events that generate tourism dollars for our city & promote neighborhood involvement - and make budget recommendations to the city council.
- **Public Improvement Advisory Committee (PIAC, 6th District Rep.)** –Vice Chairman. We hear citizen & city department capital improvement (infrastructure) project application presentations, then make budget recommendations to city council.

REAL ESTATE INDUSTRY INVOLVEMENT:

- **Missouri Association of REALTORS & Kansas City Regional Association of REALTORS** – Professional Standards Ethics Panel member/chair, Mediator, Arbitrator & Ombudsman

Jerry Newberry
Assistant Adjutant General - Operations
Veterans of Foreign Wars of the United States



Jerry Newberry was appointed Assistant Adjutant General - Operations of the Veterans of Foreign Wars on September 19, 2012. He serves as the Chief of Staff for the Adjutant General and coordinates the implementation all VFW missions and programs within VFW National Headquarters. Prior to this he served as Director of Communications and Public Affairs, 2001-2012.

As Communications Director he oversaw a national public affairs program designed to promote, influence and improve understanding by the public, the membership and other interested parties of VFW principles, goals and achievements. As host and co-producer of VFW's weekly radio show, he has embedded with troops in Iraq and Afghanistan.

He earned his VFW eligibility for service with the U.S. Army in Vietnam. Newberry earned a degree in business and political science from Wayne State in Detroit, Mich. He earned many years of business experience managing all facets of a large, multi-state corporation. He went on to be employed by a member of the U.S. House of Representatives, as well as an investigative reporter and newspaper columnist, and as a speech and Op-Ed writer for a former secretary of the VA.

Newberry stayed active in veterans' affairs during this time, working with a number of organizations on a wide range of priority veteran's issues including Agent Orange, homelessness, Cold Weather Injuries, PTSD and Gulf War Illness.

Jerry is currently a Life Member of VFW Post 2492 in Inlay City, Mich. He resides in the Kansas City area.

-vfw-