



MICHAEL D. SANDERS
Jackson County Executive

EXECUTIVE ORDER NO. 14-15

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

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

DATE: JUNE 9, 2014

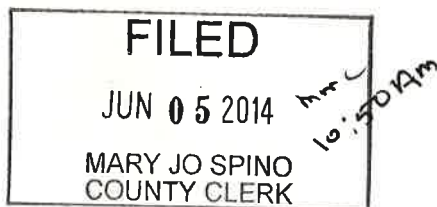
**RE: REAPPOINTMENTS TO TRUMAN MEDICAL CENTER BOARD OF
DIRECTORS**

I hereby make the following appointment and reappointments to the Truman Medical Center Board of Directors:

Jean Roth Jacobs is reappointed for a term to expire June 29, 2015

Maria Martinez is reappointed for a term to expire June 29, 2015.

Mike Enos is reappointed for a term to expire June 29, 2015.




Michael D. Sanders, County Executive

Date: 6/5/2014



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 5.00 ± acre tract from District AG (Agricultural) to District RR (Residential Ranchette).

ORDINANCE NO. 4625, June 9, 2014

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RR" (Residential Ranchette) District, so that there will be transferred from District AG to District RR, a tract of land known as 26408 E. Herring Road, Greenwood, MO, and specifically described as follows:

Description: A tract of land located in the East ½ of the SW ¼ of Section 18, Township 47N, Range 30W, Jackson County Missouri, more particularly described as follows: Beginning at the SW corner of said East ½; thence N 02° 01' 28" E along the West line of said East ½, a distance of 690.01 feet; thence S 89° 44' 27" E, a distance of 330.00 feet; thence S 02° 01' 28" W, a distance of 690.01 feet to a point on the South line of said East ½; thence N 89° 44' 27" W, a distance of 330.00 feet the Point of Beginning, containing 5.00 acres more or less, being subject to easements and restrictions, and except part in right of way.

Section 2. The Legislature, pursuant to the application of Robert E. Hertzog, (RZ-2014-506), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 8 to 0 to recommend APPROVAL of this application after a public hearing on May 15, 2014, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4625 introduced on June 9, 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. 4625.

Date

Michael D. Sanders, County Executive

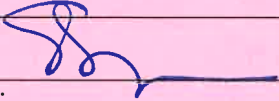
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4625

Sponsor(s): None

Date: June 9, 2014

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Robert E Hertzog Case No. RZ-2014-506</u>																			
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="331 489 1206 804"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <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: \$ _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____		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	Prior ordinances and (date): _____ Prior resolutions and (date): _____																			
CONTACT INFORMATION	RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577																			
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) on a 5.00 ± acre tract to District RR (Residential Ranchette). The 5.00 ± acres are to be platted into a one lot subdivision, J & M Place. The 5.00 ± acres are located in Section 18, Township 47, Range 30, Jackson County, Missouri aka 26408 E. Herring Road, and specifically described on Attachment to RLA-1. Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission voted 8 to 0 to recommend <u>APPROVAL</u> to the County Legislature.																			
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	See Attachment to RLA-2																			
REVIEW	Department Director: Earl Newill, Acting Director Finance (Budget Approval): <i>If applicable</i> Division Manager:  County Counselor's Office:	Date: Date: Date: <i>6/4/14</i> 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.

Jackson County Plan Commission Summary of Public Hearing

Date: May 15, 2014

Place: Independence City Hall
111 E. Maple, Independence, MO

Attendance: Chairman Antey
Mr. Gibler
Mr. Pointer
Mr. Haley
Mr. Crawford
Mrs. Mershon
Mr. Tarpley
Mr. Akins

Staff: Randy Diehl
Travis Willingham
Joan Dickey
Kristen Geary

Call to Order/Roll Call

At 8:30 am Chairman Antey called to order the May 15, 2014 meeting of the Plan Commission and asked that the roll call be taken. Mrs. Querry was absent.

Approval of Record

Chairman Antey asked for a motion to approve the record of March 20, 2014. Mr. Pointer made a motion to approve. Mr. Crawford seconded the motion. Voice vote.

Minutes of the March 20, 2014 Plan Commission meeting approved, 8-0.

Public Hearings

Chairman Antey swore in all persons present who would like to give testimony at the public hearings.

RE: RZ-2014-506

Applicant: Robert E. Hertzog/John Hertzog

Location: 26408 E. Herring Road, lying in Section 18, Township 47, Range 30, Jackson County, Missouri.

Area: 5.00 ± acres

Request: Change of zoning from District AG (Agricultural) to District RR (Residential Ranchette)

Purpose: The 5.00 acres to be platted as J & M Place

Current Land Use and Zoning in the Area:

Zoning in the area is primarily agricultural. Property sizes range from 2 acres to 10 acres and larger tracts, containing single family residences.

Directly to the West is Aimee Lane Estates, rezoned to RE (Residential Estates) and platted in 2001. Lot sizes are between three and four acres in size. Tract A is approximately 30 acres. To the North of Aimee Lane are tracts containing single family residences ranging from 10 to 15 acres in size. To the East are Emerald Acres, Halebrooke and Decker's Landing, platted in 1987, 1990 & 1995. All three subdivisions contain two lots ranging from 2 to 5 acres in size and are all within District AG (Agricultural). Residential subdivision plats created prior to the Unified Development Code's adaption in June of 1995, did not require a change of zoning and are therefore considered Legal Non-Conforming. To the South is single family residences contained on approximately 2 acre tracts. These are considered Legal Non-Conforming due to the fact that they are created in the early 1970's prior to the Subdivision Regulations being adopted in 1978. These properties are surrounded by a large tract of approximately 50 acres.

Comments: As stated the applicant is proposing a one lot subdivision consisting of 5 acres. Applicant's remaining land left will be approximately 195 acres.

The proposed subdivision and lot size are compatible with adjacent uses.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT). The RR (Residential Ranchette) District is appropriate in the Urban Development Tier.

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan. Staff recommends APPROVAL of RZ-2014-506

Chairman Antey: Any questions for staff?

Mr. Akins: Currently, no structures, at all?

Randy Diehl: No, it's all farmland.

Mr. Pointer: Is there water there?

Randy Diehl: Yes, I believe there is a plug just on the other side of the proposed lot.

Mr. Pointer: There is a new tower right across from there too.

Randy Diehl: That is on the other side of 7 Hwy, it's Water District 15. The west side of 7 Hwy is served by Lee's Summit.

Chairman Antey: Is the applicant or his representative here?

Bob Hedberg: My name is Bob Hedberg, 526 SW 3rd Street, Lee's Summit. The project is being done because this is a grandson of Dr. Hertzog. We've done several and you guys have approved others. He seems to be intent on taking care of all of his grandkids. There will be a new house there and maybe an outbuilding. We've already got a driveway started and that's about it.

Mr. Tarpley: How many houses are in that area? Are there very many houses in that area?

Bob Hedberg: Randy reported accurately, we've done several to the East of there. They are a little bit off of the picture. From there on East, there are only 3 other houses and couple of businesses. Years ago we put a landscaping and tree farm in there. Both sides of this is still pretty rural.

Chairman Antey: Are there any other questions for the applicants representative? (there were none) Is there anyone else who is present that would like to speak in favor of this application?

Louella Sue Jakes: I live right across the street from where they are going to build. 26309 E Herring Rd. I'm just asking, what is a Ranchette?

Chairman Antey: A Ranchette is the minimum size lot of 5 acres.

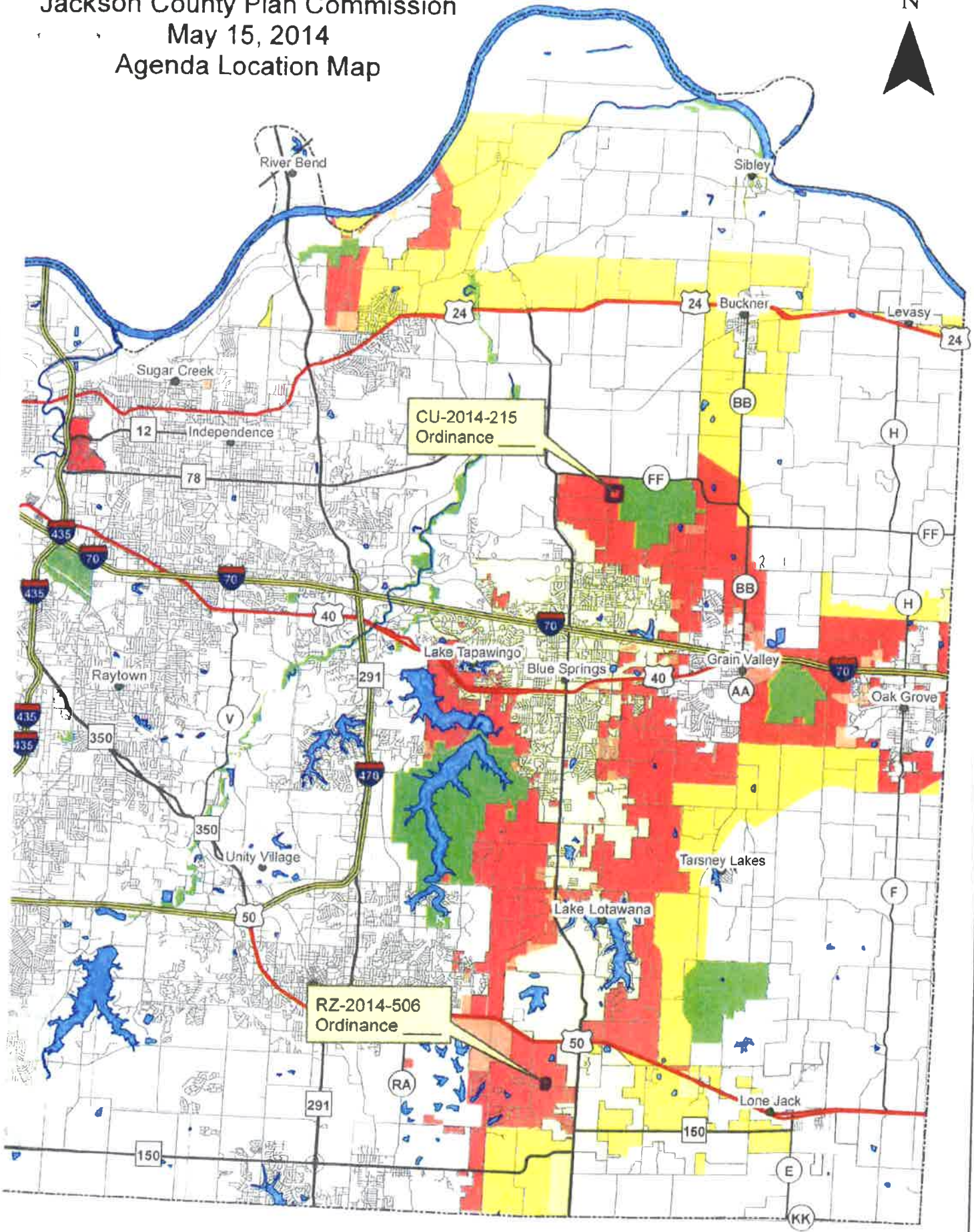
Randy Diehl: A Residential Ranchette zoning district is between 5 and 10 acres. They are choosing to do a 5 acre. With the Ranchette zoning you get 250' of frontage, where as the next step down is 180' of frontage.

Chairman Antey: That would be a 3-5 acre tract on the next step down. It's just a name we use to delineate the size range of the divided land. Is there anyone else who has questions concerning this application?

Mrs. Mershon motioned to take this under advisement. Mr. Gibler seconded.
Motion Carried 8 – 0.

Mrs. Mershon motioned to approve RZ-2014-506. Mr. Crawford seconded.
Motion Carried 8 – 0.

Jackson County Plan Commission May 15, 2014 Agenda Location Map



STAFF REPORT**PLAN COMMISSION**
May 15, 2014**RE: RZ-2014-506****Applicant:** Robert E. Hertzog/John Hertzog**Location:** 26408 E. Herring Road, lying in Section 18, Township 47,
Range 30, Jackson County, Missouri.**Area:** 5.00 ± acres**Request:** Change of zoning from District AG (Agricultural) to District RR
(Residential Ranchette)**Purpose:** The 5.00 acres to be platted as J & M Place**Current Land Use and Zoning in the Area:**

Zoning in the area is primarily agricultural. Property sizes range from 2 acres to 10 acres and larger tracts, containing single family residences.

Directly to the West is Aimee Lane Estates, rezoned to RE (Residential Estates) and platted in 2001. Lot sizes are between three and four acres in size. Tract A is approximately 30 acres. To the North of Aimee Lane are tracts containing single family residences ranging from 10 to 15 acres in size. To the East are Emerald Acres, Halebrooke and Decker's Landing, platted in 1987, 1990 & 1995. All three subdivisions contain two lots ranging from 2 to 5 acres in size and are all within District AG (Agricultural). Residential subdivision plats created prior to the Unified Development Code's adaption in June of 1995, did not require a change of zoning and are therefore considered Legal Non-Conforming. To the South is single family residences contained on approximately 2 acre tracts. These are considered Legal Non-Conforming due to the fact that they are created in the early 1970's prior to the Subdivision Regulations being adopted in 1978. These properties are surrounded by a large tract of approximately 50 acres.

Comments: As stated the applicant is proposing a one lot subdivision consisting of 5 acres. Applicant's remaining land left will be approximately 195 acres.

The proposed subdivision and lot size are compatible with adjacent uses.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT). The RR (Residential Ranchette) District is appropriate in the Urban Development Tier.

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2014-506

Respectfully submitted,

Jackson County Public Works
Planning and Environmental Health
Scott George, Assistant Director
Randy Diehl, Subdivision and Zoning Coordinator

Plan Commission
May 15, 2014
RZ-2014-506

Applicants / Property Owners:

59-900-03-01
Robert E Hertzog
411 SW Market St
Lee's Summit, MO 64063

John & Megan Hertzog
26110 E M-150 Hwy
Greenwood, MO 64034

Robert Hedberg
526 SW 3rd St
Lee's Summit MO 64063

Certified Mail – Return Receipt
Property Owners within 185 feet

59-900-03-05-01-0-00-000
Alcorn Kimberly R-Trustee
13001 S Harris Road
Greenwood MO 64034

72-300-02-01-04-0-00-000
Jakes Jimmy & Lovella
26309 Herring Road
Greenwood MO 64034

72-300-02-01-01-1-00-000
Jakes Jimmy & Lovella

72-300-02-01-03-0-00-000
Willard Michael & Enyeart Julie
26509 E Herring Road
Greenwood MO 64034



Legend

- 185 Jackson County
- Redline Zoning Map
- Pending Rezoning

Zoning

- Residential Estates
- Streets

Rezoning

Zoning

- RR-Residential Ranchette
- RRp-Residential Ranchette-Plar
- RE-Residential Estates
- RS-Residential Suburban
- RU-Residential Urban
- A(r)-Single-Family
- B(r)-Two-Family
- C(r)-Multi-Family
- A1-Mobile Homes District
- ROp-Residential Office-Planned
- LB-Local Business
- LBp-Local Business-Planned
- GB-General Business
- GBp-General Business-Planned
- LI-Light Industrial
- Lip-Light Industrial-Planned
- HI-Heavy Industrial

Jackson.sid

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



EX. 5

RZ-2014-506
Ord

Ord. 4625

1 inch = 400 feet

**JACKSON COUNTY, MISSOURI
APPLICATION FOR CHANGE OF ZONING**

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, Missouri 64050 by the date on the Plan Commission Calendar.
 2. Application must be typed or printed in a legible manner.
 3. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
 4. Attach application for subdivision approval, consistent with the requirements of UDC Section 24003.10, as may be required.
 5. The filing fee (non-refundable) must accompany application.
(Check payable to: Manager of Finance)
\$350.00 – Change of Zoning to Residential
\$500.00 – Change of Zoning to Commercial or Industrial
-

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Rezoning Case Number RZ-2014-506
 Date filed 4-10-14 Date of hearing 5-15-14
 Date advertised _____ Date property owners notified _____
 Date signs posted _____

Hearings:	Heard by _____	Date _____	Decision _____
	Heard by _____	Date _____	Decision _____
	Heard by _____	Date _____	Decision _____

BEGIN APPLICATION HERE:

1. **Data on Applicant(s) and Owner(s):**
 - a. Applicant(s) Name: John & Megan Hertzog
 Address: 26110 E. M-150
Greenwood, MO 64034
 Phone: 729-8381
 - b. Owner(s) Name: Robert E. Hertzog
 Address: 411 SW Market Lee's Summit, MO
64063
 Phone: 726-8692
 - c. Agent(s) Name: Bob Hedberg/Summit Survey

Address: 526 SW 3rd. LS, MO 64063

Phone: 377-8843

d. Applicant's interest in Property: Constr. a house

2. General location (Road Name) Herring Rd. (north side)
1700'± East of Harris Rd.

3. Present Zoning Ag. Requested Zoning RR

4. AREA (sq. ft. / acres) 5 ac. net

5. Legal Description of Property: (Write Below or Attached 9)

See attached "Legal"

6. Present Use of Property: Agricultural

7. Proposed Use of Property: Residential

8. Proposed Time Schedule for Development: Upon approval of
plat & zoning

9. What effect will your proposed development have on the surrounding properties?

Little or none

10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? No

If so, will any improvements be made to the property which will increase or decrease the elevation? N/A

11. Describe the source/method which provides the following services, and what effect the development will have on same:

a. Water Lee's Summit (old WD #14)

b. Sewage disposal On-site proposed

c. Electricity KCP&L

d. Fire and Police protection Prairie Twp. Fire; Jackson County Sheriff

12. Describe existing road width and condition: Chip/Seal
2 Bil. Coated 18'± Good Cond.

13. What effect will proposed development have on existing road and traffic conditions? Little or none

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? No

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): _____

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Date

Property Owner(s)

Robert E. Hertzog

4-10-14

Applicant(s):

11

Contract Purchaser(s):

STATE OF MISSOURI

COUNTY OF JACKSON

On this 10th day of April, in the year of 2014, before me the undersigned notary public, personally appeared Dr. Robert E. Hertzog

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

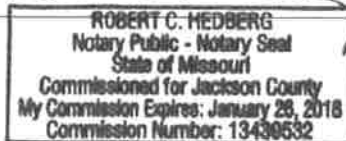
In witness whereof, I hereunto set my hand and official seal.

Notary Public

Robert C. Hedberg

Commission Expires

1/26/18



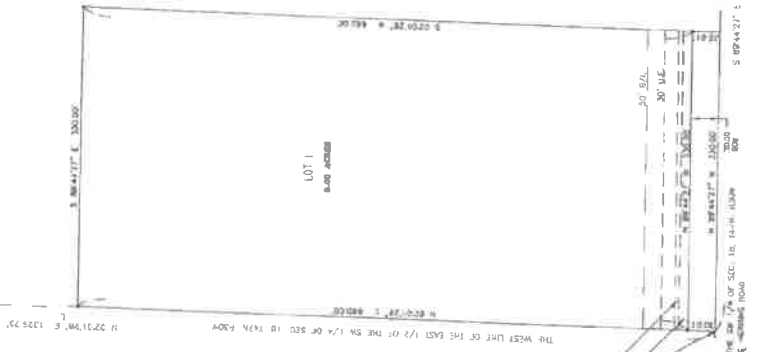
J & M PLACE LOT 1

A subdivision in the East 1/2 of the SW 1/4 of Section 18, Township 47N, Range 30W, in Jackson County, Missouri.

THE LOT AND THE PLAC
OF THIS SUBDIVISION
WAS MAP NO. 4625
AS PER THE RECORDS
OF THE CLERK OF THE
COURT OF JACKSON
COUNTY, MISSOURI
ON MAY 12, 1916



Lot 1
0.60 ACRES



LEGAL DESCRIPTION:
The East 1/2 of the SW 1/4 of Section 18, Township 47N, Range 30W, in Jackson County, Missouri, as shown on the plat herewith submitted and as shown on the plat herewith submitted and as shown on the plat herewith submitted.

COMMENTS:
The plat herewith submitted shows the subdivision of the East 1/2 of the SW 1/4 of Section 18, Township 47N, Range 30W, in Jackson County, Missouri, into two lots, one of which is Lot 1, as shown on the plat herewith submitted.

PROFESSIONAL CERTIFICATE:
I, ROBERT E. HERTZOG, a Professional Engineer and a Licensed Surveyor, do hereby certify that the above plat is a true and correct copy of the original as filed in my office and that the same conforms to the requirements of the laws of Missouri relating to surveys and subdivisions.

ROBERT E. HERTZOG
Professional Engineer and Licensed Surveyor
P.O. Box 457
Hickman, Missouri 64080

Prepared for: Robert E. and Betty L. Hertzog
HENLEY SURVEY CO.
P.O. Box 457
HICKMAN, MISSOURI 64080

ONE COPIES DELIVERED BY REGISTERED MAIL FIRST CLASS
7 - 1/2" BAR W/OUT OTHERWISE NOTED





ATTACHMENT TO RLA-2:

Attachments

Plan Commission Public Hearing Summary from May 15, 2014

Staff Report

Affidavit of Publication in Independence Examiner

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Plat of proposed plat J & M Acres

Photos of property

RZ-2014-506

ATTACHMENT TO RLA 1:

Description: A tract of land located in the East ½ of the SW ¼ of Section 18, Township 47N, Range 30W, Jackson County Missouri, more particularly described as follows: Beginning at the SW corner of said East ½; thence N 02° 01' 28" E along the West line of said East ½, a distance of 690.01 feet; thence S 89° 44' 27" E, a distance of 330.00 feet; thence S 02° 01' 28" W, a distance of 690.01 feet to a point on the South line of said East ½; thence N 89° 44' 27" W, a distance of 330.00 feet the Point of Beginning, containing 5.00 acres more or less, being subject to easements and restrictions, and except part in right of way.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE granting a conditional use permit (CUP) in District AG (Agricultural) for a period of twenty-five years to operate a horse boarding facility, subject to specified conditions, on a 40 ± acre tract.

ORDINANCE NO. 4626, June 9, 2014

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. A conditional use permit (CUP) is hereby granted for a period of twenty-five years to operate a horse boarding facility, as to an approximate 40 ± acre tract of land generally located 2117 S. Owens School Road, Independence, MO, and specifically described as follows:

Description: Tract I: The Southwest ¼ of the Northwest ¼ of Section 8, Township 49, Range 30, except that part lying Southwesterly of Owens School Road, in Jackson County, Missouri.

Tract II: That part of the Southwest ¼ of the Northwest ¼ Section 8, Township 49, Range 30, lying Southwesterly of Owens School Road, in Jackson County, Missouri

Section 2. The CUP for a period of twenty-five years granted by this Ordinance is subject to the following conditions:

- 1) The number of horses cared for and boarded shall be limited to no more than fourteen (14).
- 2) No commercial horse show or events, commercial concession stands, or tack store shall be permitted on the premises.
- 3) All lighting for the outdoor riding areas shall be turned off no later than 10:00 p.m. each night.
- 4) The facility shall have one on premise free-standing sign with a face no larger than 32 square feet. The sign must be unobtrusive and

unilluminated displaying only the name of the business and facility information such as address and telephone number.

5) Manure shall be handled in a manner that does not create an order or pest nuisance of a threat to the natural watershed.

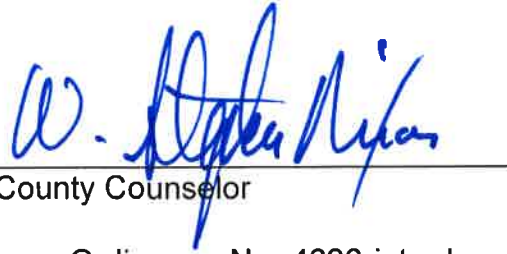
Section 3. The Legislature, pursuant to the application of Owens School Road, LLC, (CU-2014-215), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 8 to 0 to recommend APPROVAL of this application in a public hearing on May 15, 2014, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4626 introduced on June 9, 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. 4626.

Date

Michael D. Sanders, County Executive

REQUEST FOR LEGISLATIVE ACTION

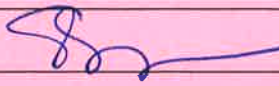
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4626

Sponsor(s): None

Date: June 9, 2014

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Conditional Use Permit (Owens School Road, LLC) Case No. CU-2014-215</u>																			
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="318 527 1192 840"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <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: \$ _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____		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	Prior ordinances and (date): _____ Prior resolutions and (date): _____																			
CONTACT INFORMATION	RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577																			
REQUEST SUMMARY	Requesting a Conditional Use Permit in District AG (Agricultural) for a period of 25 years for the continued use of a horse boarding facility on a 40.00 ± acre tract. (Limited to 14 horses) The applicant's original permit was for a 5 year period and they are now requesting a renewal for 25 years. This is a well run and maintained facility and there have been no complaints regarding them as well. The 40 ± acres are generally located a quarter of a mile south of Missouri Route FF (Truman Road) on the east side of Owens School Road lying in the northwest quarter of Section 8, Township 49, Range 30 in Jackson County, Missouri aka 2117 S. Owens School Road and specifically described on Attachment to RLA-1. The Jackson County Plan Commission May 15, 2014 held a public hearing and accepted testimony pertaining to the Conditional Use Permit. There was no opposition to the request for the Conditional Use Permit. This request conforms to the general intent and purpose of the Unified Development Code. Therefore, the Plan Commission voted 8 to 0 to recommend <u>APPROVAL</u> for a 25 year period provided the following conditions are met (see attachment RLA-2)																			
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	See Attachment to RLA-3																			
REVIEW	Department Director: Earl Newill, Acting Director	Date:																		

Finance (Budget Approval): <i>If applicable</i>	Date:
Division Manager: 	Date: 6/2/14
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.

CU-2014-215

ATTACHMENT TO RLA 1:

Description:

Tract I: The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 49, Range 30, except that part lying Southwesterly of Owens School Road, in Jackson County, Missouri.

Tract II: That part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ Section 8, Township 49, Range 30, lying Southwesterly of Owens School Road, in Jackson County, Missouri

ATTACHMENT TO RLA-2

Condition Use Permit for a period of 25 (twenty-five) years with the following Conditions:

1. The number of horses cared for and boarded shall be limited to no more than fourteen (14).
2. No commercial horse show or events, commercial concession stands, or tack store shall be permitted on the premises.
3. All lighting for the outdoor riding areas shall be turned off no later than 10:00 p.m. each night.
4. The facility shall have one on-premise sign free-standing sign with a face no larger than 32 square feet. The sign must be obtrusive and unilluminated displaying only the name of the business and facility information such as address and telephone number.
5. Manure shall be handled in a manner that does not create an odor or pest nuisance of a threat to the natural watershed.

ATTACHMENT TO RLA-3:

Attachments

Staff Report

Affidavit of Publication in Independence Examiner

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Letter dated February 28, 2014 from Robert Shockley, DVM

Letter dated March 1, 2014 from Raymond Cox

Letter dated March 10, 2014 from Catheryn M. Brooks

Letter dated February 2, 2014 from Jackie Hathorn

Letter dated March 1, 2014 from Billy R. Cox

Letter from Myrna Griffin

Photos of property from applicant

Photos taken by staff

Jackson County Plan Commission

Summary of Public Hearing

Date: May 15, 2014

Place: Independence City Hall
111 E. Maple, Independence, MO

Attendance: Chairman Antey
Mr. Gibler
Mr. Pointer
Mr. Haley
Mr. Crawford
Mrs. Mershon
Mr. Tarpley
Mr. Akins

Staff: Randy Diehl
Travis Willingham
Joan Dickey
Kristen Geary

Call to Order/Roll Call

At 8:30 am Chairman Antey called to order the May 15, 2014 meeting of the Plan Commission and asked that the roll call be taken. Mrs. Query was absent.

Approval of Record

Chairman Antey asked for a motion to approve the record of March 20, 2014. Mr. Pointer made a motion to approve. Mr. Crawford seconded the motion. Voice vote.

Minutes of the March 20, 2014 Plan Commission meeting approved, 8-0.

Public Hearings

Chairman Antey swore in all persons present who would like to give testimony at the public hearings.

RE: CU-2014-215

Applicant/Property Owners: Owens School Road, LLC

Location: Approximately $\frac{1}{4}$ ± mile south of Missouri Route FF (Truman Road) on the east side of Owens School Road aka 2117 S. Owens School Road.

Area: 40 ± acres

Request: A conditional use permit for a period of 25 years for the continued use to operate a horse boarding stable. boar

Current Zoning Classification: District AG (Agricultural)

Current Land Use and Zoning in the Area:

The zoning in the surrounding area is agricultural. The land use in the area is residential tracts and agricultural related.

Jackson County's William Landahl Park Reserve is east of this tract. The Parks + Rec Department were notified of this request. They had no objections to the renewal request.

Comments:

As stated, this is a renewal of an existing Conditional Use Permit. The applicant was granted a Conditional Use Permit by the Jackson County Legislature on January 13, 2009 for a period of 5 years. (Ordinance 4073)

The facility has a stall barn, riding stable and a storage barn. It also includes parking for both patrons and horse trailers.

The applicant constructed a pond to handle water run-off on the property as well as surrounding properties. They also proposed a management plan for manure. These items are in place and are the conditions are being met.

The applicant has provided a letter dated February 28, 2014 (Ex. 9) from Robert A. Shockley, D.V.M. Dr. Shockley states that he currently cares for the applicant's horses and will provide both routine and emergency veterinary care for any / all horses boarded at the proposed facility.

The applicant also provided a letter dated March 1, 2014 (Ex. 10) from Raymond Cox. Mr. Cox provides hay for the applicants and endorses their request.

Letter of support from Catheryn M. Brooks (Ex. 11), dated March 10, 2014, who has been boarding her horses at the facility since its opening. Her letter describes the condition of the property and buildings and especially the attention given to the horses within their care.

Jackie Hathhorn, letter dated March 2, 2014, (Ex. 12) who also boards her two horse at the facility, commenting on the excellent facility and the daily maintenance of the animals and the dedication of the knowledge regarding caring for the animals.

Letter dated March 1, 2014 from Billy R. Cox (Ex. 13), the owner of the property across the street. He endorses and does not oppose their request.

Myrna Griffin provided a letter (Ex. 14) who boards her horse with the Cricks and comments on the high degree of responsibility and trustworthy and straight forward approach demonstrated in their business.

Exhibit 15 is photos provided by the applicant. Staff visited the facility on April 30 (Photos Ex. 16).

Recommendation:

Staff recommends APPROVAL of CU-2014-215 for a period of twenty-five (25) years subject to the following conditions:

- 1) The number of horses cared for and boarded shall be limited to no more than fourteen (14).
- 2) No commercial horse shows or events, commercial concession stands or tack store shall be permitted on the premises.
- 3) All lighting for outdoor riding areas or arena shall be turned off no later than 10:00 p.m. each night.
- 4) The facility shall have one on-premise free-standing sign with a sign face no larger than 32 square feet. The sign must be unobtrusive and un-illuminated displaying only the name of the business and facility information such as address and telephone number.
- 5) Manure shall be handled in a manner that does not create an odor or pest nuisance or a threat to the natural watershed.

Mr. Pointer: What is that water shed that goes down there?

Randy Diehl: That is runoff. (*points to map*) This is the stream and this is the pond that they constructed to catch the water.

Chairman Antey: Are there any other questions for staff?

Mr. Pointer: How many stalls are there?

Randy Diehl: 8.

Mr. Akins: I think that limiting them to 14 horses is too small.

Randy Diehl; That was their request. They want to keep it a small operation.

Mr. Pointer: With 40 acres and 8 stalls they have the ability to take care of a lot more than 14 horses.

Mr. Akins: In here it says 20 horses.

Randy Diehl: They changed that and it is reflected in the staff report.

Mr. Pointer: Is it 20 or 14?

Randy Diehl: 14.

Chairman Antey: Are there any other questions for staff? *(there were none)* Will the applicant please come forward? Please state your name and address for the record.

Bev Crick: Beverly Crick, 3215 S Fallbrook Ct., Blue Springs, MO 64015

Chairman Antey: Do you have anything to add to Randy's report?

Bev Crick: No.

Chairman Antey: Are there any questions for the applicant?

Mr. Tarpley: I have one comment. It's nice to have all these neighbors support you. That is in your favor.

Bev Crick: They are good neighbors.

Mrs. Mershon: So you don't live on the premises then?

Bev Crick: No, there is no home on it.

Mr. Pointer: Any you only want 14 horses?

Bev Crick: Yes, it's small.

Chairman Antey: Any other questions for the applicant?

Mr. Crawford: Do you ever intend to build out there?

Bev Crick: I say no, but my husband says yes.

Chairman Antey: Thank you. Is there anyone else present who wants to speak in favor of this application? *(there were none)* Is there anyone present who would like to speak that is opposed to or has questions concerning this application? See none I would entertain a motion to take this under advisement.

Mr. Tarpley motioned to take this under advisement. Mr. Akins seconded.
Motion Carried 8 – 0.

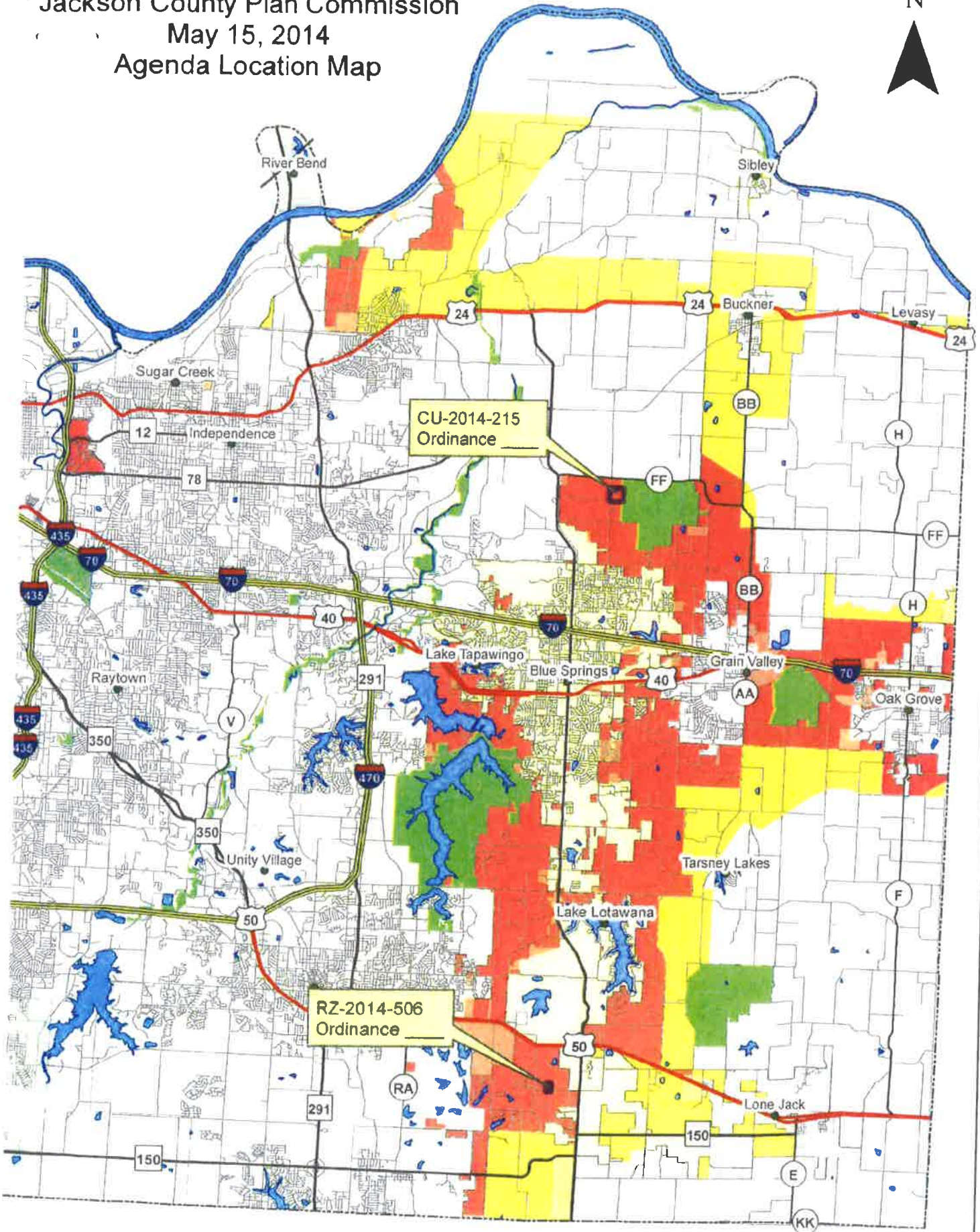
Mr. Pointer: It's pretty straight forward.

Mr. Tarpley: My only comment is that we do take the staffs recommendations for the 25 year conditional use.

Mr. Haley: It looks very well maintained.

Mr. Haley motioned to approve CU-2014-215. Mr. Akins seconded.
Motion Carried 8 – 0.

Jackson County Plan Commission May 15, 2014 Agenda Location Map



STAFF REPORT

PLAN COMMISSION
May 15, 2014

RE: CU-2014-215

Applicant/Property Owners: Owens School Road, LLC

Location: Approximately ¼ ± mile south of Missouri Route FF (Truman Road) on the east side of Owens School Road aka 2117 S. Owens School Road.

Area: 40 ± acres

Request: A conditional use permit for a period of 25 years for the continued use to operate a horse boarding stable.

Current Zoning Classification: District AG (Agricultural)

Current Land Use and Zoning in the Area:

The zoning in the surrounding area is agricultural. The land use in the area is residential tracts and agricultural related.

Jackson County's William Landahl Park Reserve is east of this tract. The Parks + Rec Department were notified of this request. They had no objections to the renewal request.

Comments:

As stated, this is a renewal of an existing Conditional Use Permit. The applicant was granted a Conditional Use Permit by the Jackson County Legislature on January 13, 2009 for a period of 5 years. (Ordinance 4073)

The facility has a stall barn, riding stable and a storage barn. It also includes parking for both patrons and horse trailers. The applicant constructed a pond to handle water run-off on the property as well as surrounding properties. They also proposed a management plan for manure. These items are in place and the conditions are being met.

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Jackie Hathhorn, letter dated March 2, 2014, (Ex. 12) who also boards her two horse at the facility, commenting on the excellent facility and the daily maintenance of the animals and the dedication of the knowledge regarding caring for the animals.

Letter dated March 1, 2014 from Billy R. Cox (Ex. 13), the owner of the property across the street. He endorses and does not oppose their request.

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Exhibit 15 is photos provided by the applicant. Staff visited the facility on April 30 (Photos Ex. 16).

Recommendation:

Staff recommends APPROVAL of CU-2014-215 for a period of twenty-five (25) years subject to the following conditions:

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- 5) Manure shall be handled in a manner that does not create an odor or pest nuisance or a threat to the natural watershed.

Respectfully submitted,

**Jackson County Public Works
Planning and Environmental Health
Scott George, Assistant Director
Randy Diehl, Subdivision and Zoning Coordinator**

**Plan Commission
May 15, 2014
CU-2014-215**

Applicants / Property Owners:

**Owens School Road LLC
Steve and Beverly Crick
3215 Fallbrook Ct
Blue Springs, MO 64015**

23-500-02-03
23-500-02-05

Certified Mail – Return Receipt
Property Owners within 185 feet

23-500-03-02-01-1
Gabriel Lance R & Valerie F
P O Box 454
Grain Valley, MO 64029

23-500-03-03
Davis Alan D & Martha A
2324 S. Owens School Road
Independence, MO 64057

23-400-04-11
Davis Leoni A & La Verne
27403 E. Flynn Road
Independence, MO 64057

23-400-01-05
Cox Billy R
2016 S. Owens School Road
Independence, MO 64057

23-500-02-02
Hodges Properties LP
30605 Easy Street
Grain Valley, MO 64029

23-500-01-04-02
Jackson County, MO



Jackson County Zoning Map

Legend

185' Notification Area

Pending Rezoning

Zoning

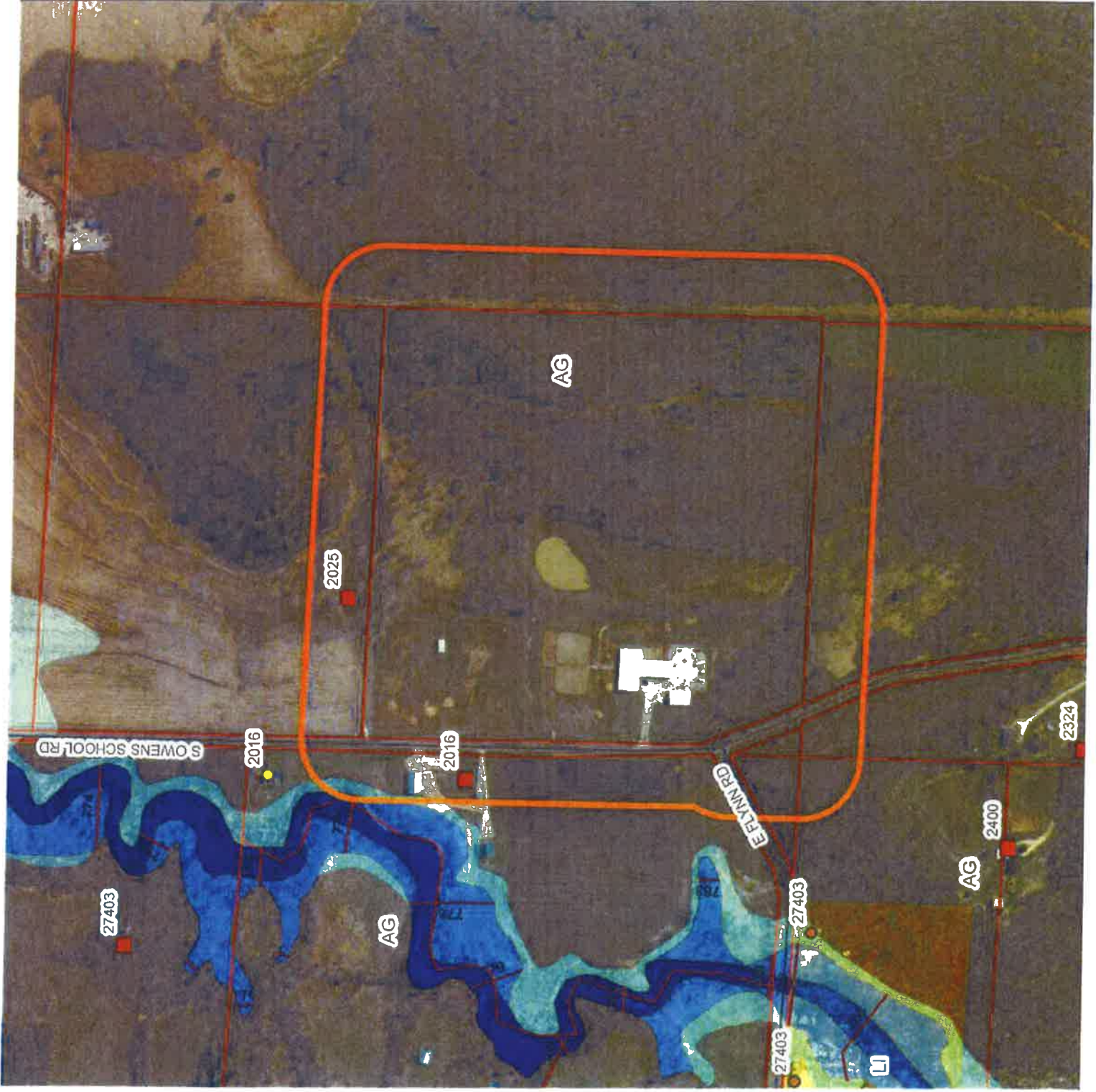
Residential Estates

Streets

Rezoning

Zoning

- RR-Residential Ranchette
- RRp-Residential Ranchette-Plan
- RE-Residential Estates
- RS-Residential Suburban
- RU-Residential Urban
- A(r)-Single-Family
- B(r)-Two-Family
- C(r)-Multi-Family
- A1-Mobile Homes District
- ROp-Residential Office-Planned
- LB-Local Business
- LBp-Local Business-Planned
- GB-General Business
- GBp-General Business-Planned
- LI-Light Industrial
- LIp-Light Industrial-Planned
- HI-Heavy Industrial



EX. 5

Ord. 4626

CU-2014-215
Ord

1 inch = 400 feet

JACKSON COUNTY, MISSOURI
CONDITIONAL USE PERMIT APPLICATION

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, MO 64050 by the deadline on the Plan Commission Calendar.
2. Application must be typed or printed in a legible manner.
3. A scaled map of the property, correlating with the legal description, and clearly showing the property's location must accompany application. Refer to Section 24003.22, pertaining to Site Plan Review within the Unified Development Code.
4. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
5. The filing fee \$350.00 (non-refundable) must accompany application.
(Check payable to: Manager of Finance)

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Conditional Use Permit Number CU- 2014-215

Date filed 3-17-14 Date of hearing 5-15-14

Date advertised 4-30-14 Date property owners notified 4-30-14

Date signs posted 4-30-14

Hearings: Heard by PC Date 5-15-14 Decision _____

Heard by _____ Date _____ Decision _____

Heard by _____ Date _____ Decision _____

BEGIN APPLICATION HERE:

1. Data on Applicant(s) and Owner(s):
 - a. Applicant(s) Name: Owens School Road, LLC
 - Address: 3215 Fallbrook Ct,
Blue Springs, MO 64015
 - Phone: 816-220-7377
 - b. Owner(s) Name: Same
 - Address: _____
 - Phone: _____
 - c. Agent(s) Name: Steven E. Crick, Beverly J. Crick

Address: 3215 Fallbrook Ct., Blue Springs, MO 64015

Phone: 816-220-7377, Steve Crick cell: 816-804-9631;
Bev Crick cell: 816-223-6692

d. Applicant's interest in Property: Owner

2. A CONDITIONAL USE PERMIT IS HEREBY REQUESTED for the following described use: equine riding, boarding facility for up to 20 horses for a period of SEC 05 years; property described as follows: a tract of land 40 square ~~feet~~^{XXX} acres in size located at 2117 S. Owens School Rd Road.

Present Zoning District agriculture, conditional use permit awarded 2009.

3. Legal Description of Property: (Write Below or Attached 9)

Tract 1. The Southwest 1/4 of the Northwest 1/4 of Section 8, Township 49, Range 30, except that part lying Southwesterly of Owens School Road, in Jackson County, Missouri,

~~Tract 2. That part of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 49, Range 30, lying Southwesterly of Owens School Road, in Jackson County, MO.~~

4. Present Use of Property: equine riding and boarding facility. It has operated through Trace Hollow Stables, LLC since 2009.

5. Proposed Use of Property: Continued operation of existing stable.

6. Estimated Time Schedule for Development: already in existence.

7. What effect will your proposed development have on the surrounding properties?
A stable has been in business since 2009. Beautiful stable, indoor riding arena, haybarn have been built. A nice fence surrounds the pastures. Berms have been constructed to divert water to a pond which remedied past water problems.
8. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? Not to my knowledge
If so, will any improvements be made to the property which will increase or decrease the elevation? improvements have already been made
9. Describe the source/method which provides the following services, and what effect the development will have on same:
- a. Water PWSD 16
 - b. Sewage disposal septic **
 - c. Electricity KCPL
 - d. Heating electric
 - e. Fire and Police protection CJFD, Jackson County, Missouri
10. Describe existing road width and condition: normal two lane road, recently recovered
11. What effect will proposed development have on existing road and traffic conditions? no change from last five years. Minimal
12. Are any state, federal, or other public agencies approvals or permits required for the proposed development? no
If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): Before the stable opened, Owners worked with USDA in design and construction of a pond and berms. All were designed by USDA and built according to its specifications.

** Horse manure is collected and retained in a compost pile. It is stored for a least three weeks until it is usable as compost. It is then spread on pasture and other grass areas as fertilizer.

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature _____ Date _____
Property Owner(s) Owens School RD. LLC 2-28-14
Steven EC and 2-28-2014
Beverly J. Crick

Applicant(s): Steven EC and 2-28-14
Beverly J. Crick 2-28-2014

Contract Purchaser(s): _____

STATE OF Missouri
COUNTY OF Jackson

On this 28th day of February, in the year of 2014, before me
the undersigned notary public, personally appeared Steven Crick, Beverly Crick

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public Christina Rose Commission Expires 10/27/2017

CHRISTINA I. CUNNINGHAM-ROSE
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission # 13506341
My Commission Expires Oct. 27, 2017

TO THE JACKSON COUNTY PLANNING COMMISSION
AND JACKSON COUNTY LEGISLATURE

Date: 2-28-2014

Re: 2117 S. Owens School Road
Horse stable

Dear Sir or Madam:

I provide veterinary services for the personal horses of Steven and Beverly Crick and for several other horse owners who board at the Trace Hollow Stables at 2117 S. Owens School Road. I will continue to provide veterinary services for any/all horses boarding at the stable located at 2117 S. Owens School Rd.

I endorse and do not oppose their request.



Robert Snockley, DVM
13822 S Hwy. 13
Higginsville, MO 64037
816-263-1605

TO THE JACKSON COUNTY PLANNING COMMISSION
AND JACKSON COUNTY LEGISLATURE

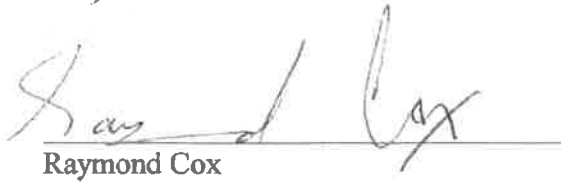
Date: 3-1-14

Re: 2117 S. Owens School Road
Horse stable

Dear Sir or Madam:

I provide hay for the horse stable at 2117 S. Owens School Road. I will continue to provide hay for the horses boarding at the stable.

I endorse and do not oppose their request.



Raymond Cox

Law Office of Catheryn M. Brooks

*21200 E. 37th Terrace Court South
Independence, MO 64057-3388*

Tel. (816) 229-3111
Fax. (816) 229-3472

E-mail: cathybrooks@msn.com

March 10, 2014

To the Jackson County Planning Commission and Legislature:

Re: Conditional Use Permit Application for 2117 S. Owens School Road
(Owners Steve and Bev Crick)

It is with great pleasure that I write this letter in support of Steve and Bev Crick in the Application for Extension of Special Use Permit of the above-mentioned property.

I first wrote you in October, 2008 in support of their initial Application for Special Use permit. These several years have gone by and I have witnessed first-hand their admirable use of this property for equestrian purposes, specifically the boarding of tenants' horses.

I have been a tenant of theirs since the very first day they opened their stable. The Crick's have physically taken very good care of both the barn and their acreage. Everything associated with this property is kept in excellent shape from the barn to the fencing to the outbuildings to the heavy equipment needed for this project. But most particularly important to me is the care that is given to all the horses on this property, which is excellent. They have taken care of the premises to make sure all frontage grasses are trimmed. To my knowledge they have been good neighbors in the area to be careful and considerate of the neighboring properties to make sure that the boarders are respectful of the boundaries and do not take their horses on other people's property.

In summary, the maintenance and running of this equestrian facility by the Cricks is an asset to Jackson County and is a very good use of the acreage in question. As such, I would highly recommend that their Conditional Use permit be extended for as long as possible in the future.

Very truly yours,



Catheryn M. Brooks

March 2, 2014

Jackson County Planning Commission
Jackson County Legislature

Re: Beverly Crick, Horse Facility

Dear Sir or Madam:

I have owned and boarded horses at barns for over twenty-five years. I currently own and board two horses at Beverly Crick's facility at 2117 S. Owens School Road in Independence.

Bev and I have been acquainted for the last eight years through our mutual interest in horses. Bev's barn is an excellent facility for boarding horses. She is extremely responsible in maintaining the premises and the animals under her care always receive excellent daily attention. Bev is very dedicated and exceptionally knowledgeable regarding caring for the equines at her facility. I am fortunate to be able to keep my horses at her barn and sincerely support her continued operation.



Jackie Hathhorn
3508 S. Mize Ridge Ct.
Independence MO
(816)985-4035

TO THE JACKSON COUNTY PLANNING COMMISSION
AND JACKSON COUNTY LEGISLATURE

Date: 3-1-14

Re: 2117 S. Owens School Road
horse stable

Dear Sir or Madam:

I am familiar with the request of Steven Crick and Beverly Crick and their company, Owens School, LLC to put a commercial horse stable on their property at 2117 S. Owens School Rd. I own property located near that site at ~~2025~~₁₆ S. Owens School Road.

I endorse and do not oppose their request.



Billy R. Cox

TO: JACKSON COPLAND COMMISSION
AND JACKSON CO LEGISLATURE

I'm writing on behalf of BEVERLY
CRICK who has built and owns
THE HORSE BARND AT 2117 S. OWENS
SCHOOL RD.

I've known Bev for SEVEN YEARS —
FIVE OF WHICH I HAVE boarded
my horse at her stable. I know
Bev to be trust worthy and straight-
forward in her approach to her
business and she demonstrates
A high degree of responsibility.

Wynona D. Griffin
1202 E. MAPLEWOOD AVE
Jesse, MO - 64052
816-392-5667











IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$63,325.00 from the fund balance of the 2014 Grant Fund in acceptance of a grant received from the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area Investigative Support Center Initiative for use by the Jackson County Sheriff's Office and authorizing the County Executive to execute a Memorandum of Understanding with the Kansas Bureau of Investigation.

ORDINANCE NO. 4627, June 9, 2014

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area (HIDTA) Investigative Support Center has allocated a total of \$63,924.50, for partial funding of an intelligence analyst position within the Jackson County Sheriff's Office, for the period of January 1, 2014, to December 31, 2015; and,

WHEREAS, the attached Memorandum of Understanding with the Kansas Bureau of Investigation, which will serve as the Fiscal Agent for this grant, provides a suitable mechanism by which to implement this arrangement; and,

WHEREAS, an appropriation is necessary to place these grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the undesignated fund balance of

the 2014 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund HIDTA - High Intensity Drug Trafficking Area 010-4262	45848 - Increase Revenue	\$63,925	
010-2810	Undesignated Fund Balance		\$63,925
010-2810	Undesignated Fund Balance	\$63,925	
010-4262	55010 - Regular Salaries		\$31,916
010-4262	55030 - Overtime		\$10,090
010-4262	55040 – FICA		\$ 3,214
010-4262	55060 – Insurance		\$ 7,235
010-4262	56630 – Rent – Auto Equipment		\$ 7,140
010-4262	56643 – Mobile Phone/Pager Rental		\$ 1,830
010-4262	57110 – Gasoline		\$ 2,500

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Kansas Bureau of Investigation and any and all other documents necessary to give effect to this grant.

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

APPROVED AS TO FORM:

Jay D. Holden
Chief Deputy County Counselor

W. Stephen Nifon
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4627 introduced on June 9, 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. 4627.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$63,925.00

June 4, 2014
Date

[Signature]
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

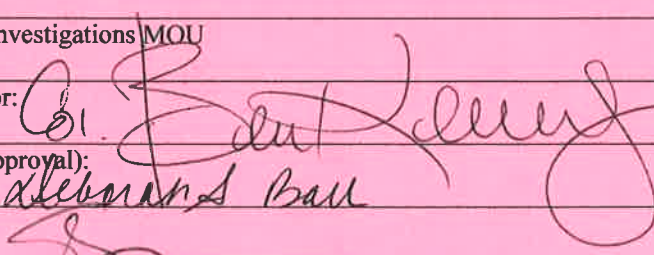
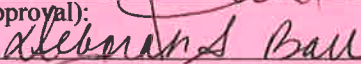
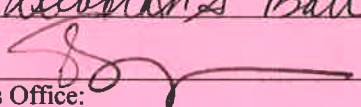
Completed by County Counselor's Office:

Res/Ord No.: 4627

Sponsor(s): James D. Tindall

Date: June 9, 2014

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <i>An ordinance authorizing the County Executive to execute an agreement with the Kansas Bureau of Investigation / HIDTA "High Intensity Drug Trafficking Area"</i></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="padding: 2px;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right; padding: 2px;">\$63,924.50</td> </tr> <tr> <td style="padding: 2px;">Amount previously authorized this fiscal year:</td> <td style="text-align: right; padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Total amount authorized after this legislative action:</td> <td style="text-align: right; padding: 2px;">\$63,924.50</td> </tr> <tr> <td style="padding: 2px;">Amount budgeted for this item * (including transfers):</td> <td style="text-align: right; padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Source of funding (name of fund) and account code number; FROM: Grant fund 010-2810 undesignated TO: Grant Fund 010-4262</td> <td style="text-align: right; vertical-align: top; padding: 2px;">\$63,924.50</td> </tr> <tr> <td style="padding: 2px;">55010 Regular Salary</td> <td style="text-align: right; padding: 2px;">\$31,916.00</td> </tr> <tr> <td style="padding: 2px;">55030 Overtime</td> <td style="text-align: right; padding: 2px;">\$10,090.00</td> </tr> <tr> <td style="padding: 2px;">55040 FICA</td> <td style="text-align: right; padding: 2px;">\$3,214.00</td> </tr> <tr> <td style="padding: 2px;">55060 Insurance</td> <td style="text-align: right; padding: 2px;">\$7,234.50</td> </tr> <tr> <td style="padding: 2px;">56630 Rent Auto</td> <td style="text-align: right; padding: 2px;">\$7,140.00</td> </tr> <tr> <td style="padding: 2px;">56643 Cell Phone</td> <td style="text-align: right; padding: 2px;">\$1,830.00</td> </tr> <tr> <td style="padding: 2px;">57110 Fuel</td> <td style="text-align: right; padding: 2px;">\$2,500.00</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: \$ _____</p> <p>Prior Year Budget (if applicable): \$47,786.16 Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$63,924.50	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$63,924.50	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant fund 010-2810 undesignated TO: Grant Fund 010-4262	\$63,924.50	55010 Regular Salary	\$31,916.00	55030 Overtime	\$10,090.00	55040 FICA	\$3,214.00	55060 Insurance	\$7,234.50	56630 Rent Auto	\$7,140.00	56643 Cell Phone	\$1,830.00	57110 Fuel	\$2,500.00
Amount authorized by this legislation this fiscal year:	\$63,924.50																								
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56630 Rent Auto	\$7,140.00																								
56643 Cell Phone	\$1,830.00																								
57110 Fuel	\$2,500.00																								
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p># 4546 July 29, 2013 # 4452 Sept 24, 2012 # 4341 Sept 12, 2011 # 4275 Dec 6, 2010</p> <p>Prior resolutions and (date):</p>																								

CONTACT INFORMATION	RLA drafted by: Christine Lynde 816.524.4302 #72259	
REQUEST SUMMARY	An ordinance to appropriate \$63,924.50 from the undesignated fund balance of the Grant Fund to cover a grant received from The Office of National Drug Control Policy (ONDCP) Midwest HIDTA through the Kansas Bureau of Investigation (KBI) for use by the Jackson County Sheriff's Department and authorizing the County Executive to execute an agreement with the KBI.	
	010-4262	
	55010 Regular Salary	\$31916.00
	55030 Overtime	\$10090.00
	55040 FICA	\$3,214.00
	55060 Insurance	\$7,234.50
	56630 Rent Auto	\$7140.00
	56643 Cell Phone	\$1830.00
	57110 Fuel	\$2500.00
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	Kansas Bureau of Investigations MOU	
REVIEW	Department Director: 	Date: 6/22/2014
	Finance (Budget Approval): If applicable 	Date: 6-4-14
	Division Manager: 	Date: 6/5/14
	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 # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund 010-2810 Undesignated Fund Balance	\$63,924.50

- 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.

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	June 4, 2014	ORD # <u>4627</u>	
Department / Division	Character/Description	From	To
010 - Grant Fund			
4262 - HIDTA	45848 - Increase Revenues	63,925	
2810	Undesignated Fund Balance		63,925
2810	Undesignated Fund Balance	63,925	
4262 - HIDTA	55101 - Regular Salary		31,916
	55030 - Overtime		10,090
	55040 - FICA		3,214
	55060 - Insurance		7,235
	56630 - Rent Auto		7,140
	56643 - Cell Phone		1,830
	57110 - Gasoline		2,500
		63,925	63,925

Alberan S Ball 6-4-14
Budgeting



Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

April 14, 2014

Michael D. Sanders, County Executive
Jackson County
415 East 12th Street
Kansas City, MO 64106

Dear Michael Sanders:

Attached for your signature is the 2014 MOU for Midwest HIDTA funds for the Kansas City/Overland Park DEA Task Force Initiative. Please review the package carefully, as signatures are required on several separate documents. Please make a copy for your files and send me the original signature copy. I will then acquire the other signatures and a copy of the signature pages only will be returned for your files.

Please make sure that your accountant receives a copy of the Midwest HIDTA MOU and the reimbursement form (Appendix G). Your funding dates for 2014 are January 1, 2014 to December 31, 2015.

If you have any questions pertaining to this grant award, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Neet O'Connor".

Neet O'Connor
Kansas Bureau of Investigation
HIDTA Accountant III
(785) 296-6782

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)**MEMORANDUM OF UNDERSTANDING****KANSAS CITY/OVERLAND PARK DEA TASK FORCE****G14MW0003A****1-01-2014 / 12-31-2015****CFDA number 95.001**

The Office of National Drug Control Policy (ONDCP) has awarded HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY/OVERLAND PARK DEA TASK FORCE (Appendix A) and associated budget (APPENDIX B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party, shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

G14MW0003A

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance publication and the Midwest HIDTA Policies and Standard Operating procedures document.

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. Excerpts ONDCP (Appendix I) you can download the full version from National HIDTA Assistance Center (NHAC) nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in OMB Form 424B, Assurances - Non-Construction Programs (Appendix D) and ONDCP Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug Free Work Place Requirements; Federal Debt Status and Nondiscrimination Statutes and Implementing Regulations (Appendix E). Each agency will also submit a signed OMB form, Disclosure of Lobbying Activities (Appendix F) and will abide by all applicable special conditions included as a part of the award agreement (Appendix H).

Invoicing

Each agency receiving reimbursements shall invoice once per month, on or about the fifteenth of the month, for expenditures incurred during the prior month. Invoices shall be of a form approved by the KBI (Appendix G) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Operations

1. The KBI will serve as the purchasing agent for all services, equipment and supplies for the general use of the task force and will make direct payments from HIDTA funds. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this

document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETYNET, EPIC NCLSS,
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. The KBI, Jackson County Sheriff's Office shall agree to designate two commissioned officers to the Kansas City/Overland Park DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, and I.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 424B, Assurances - Non-Construction Programs

Appendix E: ONDCP Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug Free Work Place Requirements; Federal Debt Status and Nondiscrimination Statutes and Implementing Regulations

Appendix F: OMB form, Disclosure of Lobbying Activities

Appendix G: HIDTA Reimbursement Form

Appendix H: HIDTA Award Agreement

Fiscal Contact KBI: Neet O'Connor
Kansas Bureau of Investigation
1620 SW Tyler
Topeka, Kansas 66612
785-296-6782
785-296-0915 (FAX)
neet.oconnor@kbi.state.ks.us

Project Manager KBI: Frank Papish, Assistant Director
Kansas Bureau of Investigation
7700 Shawnee Mission Parkway
Overland Park, Kansas 66202
913-671-2044
913-671-2042 (FAX)

Fiscal Contact JCOSO: Christine Lynde
Jackson County Sheriff's Department
3310 NE Rennau Dr
Lee's Summit, MO 64064
816-524-4302 ext 72259
816-881-3877 (FAX)
E-mail: clynde@jacksongove.org

State Coordinator: Allan King
Midwest HIDTA Kansas Bureau of Investigation
7700 Shawnee Mission Parkway, Suite 12
Overland Park, Kansas 66212
913-671-2051
913-671-2042 (FAX)

Participating Agencies:
Jackson County Missouri

Michael D. Sanders, County Executive Date
Jackson County, Missouri

Through Jackson County Missouri Sheriff's Office

Michael Sharp, Sheriff Date

Fiscal Agent:
Kansas Bureau of Investigation

Kirk D. Thompson, Director Date

FY 2014 ENFORCEMENT INITIATIVE BUDGET PROPOSAL

HIDTA: Midwest
INITIATIVE TITLE: Kansas City/Overland Park DEA Task Force
LEAD AGENCY(S): Drug Enforcement Administration
LOCATION: Overland Park, KS

1. INITIATIVE DESCRIPTION

(Includes initiatives involved in investigative, prosecution, and interdiction activities.)

- A. This task Force was first funded in 1999. The Kansas City/Overland Park DEA Combined Task Force is composed of the Clandestine Lab Group, the Tactical Diversion Group, and the Major Investigations Group, all three of which are collocated in the Kansas City District Office of DEA. The Kansas City/Overland Park DEA Combined Task Force continues to conduct investigations targeting PTOs, CPOTs, RPOTs, DTOs, and major poly drug trafficking organizations, as well as investigating the sale and diversion of precursor and essential chemicals utilized in the manufacture of methamphetamine; the investigation of individuals and criminal organizations involved in the clandestine manufacture and distribution of poly-drugs and methamphetamine; and the investigation of prescription drug abuse and diversion. The task force also initiates investigations of drug trafficking organizations operating in the KCDO area of responsibility.

All enforcement and investigative operations are coordinated through the de-confliction system at the Midwest HIDTA ISC to enhance officer safety and increase efficiency by reducing duplication of effort.

The Kansas City/Overland Park DEA Combined Task Force is a Drug Enforcement Administration managed full time co-located, federal, state and local task force located in Overland Park, Kansas in the DEA Kansas City District Office.

- B. Is this initiative collocated with other HIDTA initiatives?

Yes
 No

- C. Is this initiative staffed with fulltime federal and fulltime state/local personnel?

Yes
 No

(If not, attach Program Policy Waiver Request.)

(Note: If this initiative only funds a prosecutor, a waiver is not required.)

- D. Are fulltime members of the initiative collocated and commingled with federal and state/local personnel?

Yes
 No

(If not, attach Program Policy Waiver Request.)

(Note: If this initiative only funds a prosecutor, a waiver is not required.)

APPENDIX B

Budget Detail**2014 - Midwest****Initiative - Kansas City/Overland Park DEA Task Force****Award Recipient - Kansas Bureau of Investigation (G14MW0003A)****Resource Recipient - Kansas Bureau of Investigation**

Awarded Budget (as approved by ONDCP)			\$3,665,894.00
Personnel	Quantity	Amount	
Investigative - Law Enforcement Officer	6	\$231,889.00	
Total Personnel		\$231,889.00	
Fringe	Quantity	Amount	
Investigative - Law Enforcement Officer	6	\$73,031.00	
Total Fringe		\$73,031.00	
Overtime	Quantity	Amount	
Investigative - Law Enforcement Officer	9	\$95,312.00	
Total Overtime		\$95,312.00	
Travel	Quantity	Amount	
Investigative/Operational	2	\$11,076.00	
Total Travel		\$11,076.00	
Services	Quantity	Amount	
Communications - mobile phones & pagers		\$8,520.00	
Vehicle lease - passenger	8	\$58,680.00	
Total Services		\$67,200.00	
Supplies	Quantity	Amount	
Investigative/operational		\$23,500.00	
Total Supplies		\$23,500.00	
Other	Quantity	Amount	
Administrative costs		\$98.00	
Total Other		\$98.00	
Total Budget		\$502,106.00	

Midwest HIDTA Inventory Action Form

Grantee:

Funding Year

Date:

Funding NO#

Agency Inventory #	Vendor Name	Date Purchased	Item Description Description/Model/Brand	Location	Purchase Price	Serial Number

Authorizing Officer

Title

Telephone

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Subawardee Name and Address: County Legislature of Jackson County
415 East 12th Street
Kansas City, MO 64106

Applicant Number and/or Project Name: G14MW0003A
Midwest HIDTA
Kansas City/Overland Park DEA Task Force

A Grantee IRS/Vendor Number: _____

Michael D. Sanders, County Executive
Type Name & Title of Authorized Representative

Signature

Date

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and 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) terminated for cause or default;and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (d) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (e) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;
 - (g) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency;
 - (h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state, zip code)
 Kansas Bureau of Investigation

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
- B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 if the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Subawardee Name and Address: County Legislature of Jackson County
415 East 12th Street
Kansas City, MO 64106

Applicant Number and/or Project Name: G14MW0003A
Midwest HIDTA
Kansas City/Overland Park DEA Task Force

* Grantee IRS/Vendor Number: _____

Michael D. Sanders, County Executive
Type Name & Title of Authorized Representative

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p>a. Contract b. Grant X c. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance</p>	<p>2. Status of Federal Action</p> <p>X a. Bid/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type</p> <p>X a. Initial filing b. material change</p> <p>For Material change only Year: Quarter: Date of last report:</p>
---	---	---

<p>4. Name and Address of reporting Entity</p> <p>Prime <input type="checkbox"/> Subawardee Tier if known:</p> <p><i>Congressional District, if known</i></p>	<p>5. If reporting entity in No. 4 is Subawardee, Enter Name and address of Prime:</p> <p>JACKSON COUNTY SHERIFF'S OFFICE 3310 NE RENNAU DR LEE SUMMIT, MO 64064 <i>Congressional District, if known</i></p>
--	---

<p>6. Federal Department/Agency: ONDCP</p>	<p>7. Federal Program Name/Description: HIDTA</p>
--	---

<p>8. Federal Action Number, if known G14MW0003A</p>	<p>9. Award Amount, if known \$63,924.50</p>
--	--

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, list name, first name, MI)</i></p> <p>None</p> <p style="text-align: right;">(attach Continuation Sheet (s) SF-LLL-A, if necessary)</p>	<p>a. Individuals Performing Services (including address if different from No. 10a)</p> <p>None</p> <p style="text-align: right;">(attach Continuation Sheet (s) SF-LLL-A, if necessary)</p>
--	---

<p>11. Amount of Payment (check all that apply): \$ actual planned</p> <p>12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value</p>	<p>13. Type of Payment (check all that apply): a. Retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:</p>
--	---

14. Brief Description of Services Performed or to be Performed and Date (s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11.

None

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: Michael D. Sanders</p> <p>Title County Executive</p> <p>Telephone: _____ Date: _____</p>
--	---

Federal Use Only: _____ Authorized for local reproduction Standard Form - LLL

MIDWEST HIDTA
Reimbursement Form

Agency

Jackson County Sheriff's Office
3310 NE Rennau Dr, Lee Summit 64064
44-6000524 Ord #

Dept. Code

KBI use only

Grant # 1003

Invoice for the month of: _____

2014 Funding Year 1/1/14 to 12/31/15

Initiative: Kansas City/Overland Park DEA G14MW0003A

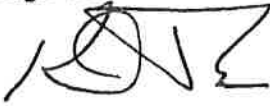
CFDA # 95.001

Salary - Hager	\$	31,916.00	
Fringe - Hager	\$	10,448.50	
Overtime - Hager	\$	10,090.00	
Vehicle Lease	\$	7,140.00	
Cell Phone	\$	1,830.00	
Fuel	\$	2,500.00	
Total	\$	63,924.50	0.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Sarah Mathes	(816) 881-3454 (816) 881-3877 fax	
Finance Officer Please Print Christine Lynde	816-524-4302 ext.72259 clynde@jacksonsove.org	

Please attach all supporting documents

Appendix G

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Director Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612		4. Award Number: G14MW0003A	
		5. Grant Period: From 01/01/2014 to 12/31/2015	
1A. Recipient IRS/Vendor No.: 1486029925L2	6. Date: 3/17/2014	7. Action <input checked="" type="checkbox"/> Initial Supplemental	
Subrecipient Name and Address	8. Supplement Number		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:		
3. Project Title Multiple	10. Amount of This Award:		\$3,665,894
	11. Total Award:		\$3,665,894
12. The above Grant is approved subject to such conditions or limitations as are set forth on the five attached pages.			
13. Statutory Authority for Grant: Public Law 113-76			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director		15. Typed Name and Title of Authorized Official Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date  3/21/2014	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD OND1070DB1415XX OND6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:
 - by reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
 - OMB Circular A-21 "Cost Principles for Educational Institutions." (Codified at 2 CFR Part 220)
 - OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." (Codified at 2 CFR Part 225)
 - OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." (Codified at 21 CFR 1403)
 - OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations." (Codified at 2 CFR Part 215)
 - OMB Circular A-122 "Cost Principles for Nonprofit Organizations." (Codified at 2 CFR Part 230)
 - "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments," (Codified at 21 CFR Part 1403)
 - Grants Management Common Rule for State and Local Units of Governments," (Codified at 21 CFR Part 1404)
 - "Government-wide Debarment and Suspension (Nonprocurement)," (Codified at 21 CFR Part 1404)
 - "Government-wide Requirements for Drug-free Workplace (Financial Assistance)" (Codified at 21 CFR Part 1405)
 - "New Restrictions on Lobbying" (Codified at 28 CFR Part 69)
2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than 9 months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

EOP/ONDCP

Attention: Michael Reles
GSD/RDF (202) 395-6608
Anacostia Naval Annex
Bldg 410/Door 123
250 Murray Lane, SW
Washington, DC 20509
or:
mreles@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.
4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent (s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HIDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. **Grantees and subgrantees are advised of the new OMB grants "supercircular," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this grant. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide you with updates moving forward. For more information about the supercircular, please visit www.cfo.gov/COFAR, which includes links to related online training and FAQs.**

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. **Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.**

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.
2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Morgan
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONTITIONS

Signature: _____ Date: _____

Name: Michael D. Sanders, County Executive

Organization: County Legislature of Jackson County

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the County Executive to execute an Agreement with the Missouri Highways and Transportation Commission in connection with the Off-System Bridge Program for Browning Road Bridge Replacement, Project No. 3046, at no cost to the County.

ORDINANCE NO. 4628, June 9, 2014, 2014

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the Browning Low Water Crossing, located approximately one-quarter mile west of Smart Road in unincorporated Jackson County, is eligible for replacement as part of the Off-System Bridge Program, which provides for reimbursement of 80 percent of the costs; and,

WHEREAS, the attached Agreement between Jackson County and the Missouri Highways and Transportation Commission defines the obligations of each entity related to the design and construction of a new bridge at Browning Road; and,

WHEREAS, MHTC has requested that this authorization be adopted by Ordinance; and,

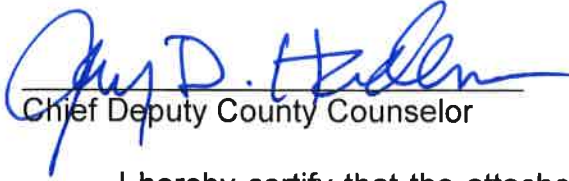
WHEREAS, execution of the attached Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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

Executive be and hereby is authorized to execute the attached Agreement with the Missouri Highways and Transportation Commission for the Browning Road Bridge Replacement, Project No. 2046.

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4628 introduced on June 9, 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.4628 .

Date

Michael D. Sanders, County Executive

REQUEST FOR LEGISLATIVE ACTION

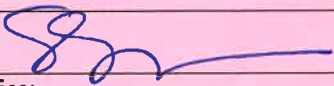
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4628

Sponsor(s): Bob Spence

Date: June 9, 2014

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Approve an Agreement with Missouri Highway and Transportation Commission for funding from the Off – System Bridge Program for Browning Road Bridge Replacement County Project #3046</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 525 1198 781"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT: (80% fed/20% match)</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: NA</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): N/A Prior Year Actual Amount Spent (if applicable):N/A</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT: (80% fed/20% match)
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT: (80% fed/20% match)										
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>N/A</u></p> <p>Prior resolutions and (date): <u>N/A</u></p>										
CONTACT INFORMATION	<p>RLA drafted by: Glen Dvorak, Public Works Project Manager, 816-881-4499 (office), 816-769-4184 (cell)</p>										
REQUEST SUMMARY	<p>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. 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.</p> <p>The Public Works Department has requested funding and received approval from Missouri Highways and Transportation department for this project.</p> <p>We request that an ordinance be prepared authorizing the County Executive to enter into an agreement with Missouri Department of Transportation for the design and construction of a new bridge on Browning road.</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	<p>MoDOT agreement, Area Map and Picture of existing structure</p>										
REVIEW	<table border="1" data-bbox="311 1822 1523 1957"> <tr> <td>Department Director: Earl Newill <i>Earl Newill</i></td> <td>Date: 5/30/2014</td> </tr> <tr> <td>Finance (Budget Approval):</td> <td>Date:</td> </tr> </table>	Department Director: Earl Newill <i>Earl Newill</i>	Date: 5/30/2014	Finance (Budget Approval):	Date:						
Department Director: Earl Newill <i>Earl Newill</i>	Date: 5/30/2014										
Finance (Budget Approval):	Date:										

<i>If applicable</i>		
Division Manager:		Date: 6/4/14
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:
NA	NA	NA

- 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: FS13
 Approved: (DPP)
 Revised: 06/12 (MWH)
 Modified:

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: BRO -NBIL- B048(54)
 Award Year: 2014
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Federal-Aid Highway Act, 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the County desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

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

(1) PURPOSE: The improvement contemplated by this Agreement, and designated as Project BRO-NBIL-B048(54) by the Commission is on Browning Road in Jackson County. The length of this improvement is 50 feet and the tie down to the existing roadway. This improvement involves a bridge which has been inventoried by the County or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

The low water crossing is located on Browning Road in Jackson County over the East Branch of Wilson Creek.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) MAINTENANCE: Upon completion of this improvement, the County shall accept control and maintenance of the improved road as a part of its road system and at its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County,

and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit B. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. §4601-§4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with that Act.

(9) PERMITS: The County shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission 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.

(11) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (11) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to

protect the interests of the United States.

(12) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(13) INSPECTION OF PERFORMANCE: The County shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The County shall repay any progress payments which involve ineligible costs.

(15) REIMBURSEMENT: With regard to work under this Agreement, the County agrees as follows:

Any federal funds for off-system bridge replacement and rehabilitation shall be available for reimbursement of eligible costs which have been incurred by the County. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The ratio for federal reimbursement of eligible costs for these improvements is not more than eighty percent (80%). Any costs for these improvements which exceed any federal reimbursement are not eligible for federal reimbursement and shall be the sole responsibility of the County. The Commission shall not be responsible for any costs associated with these improvements unless specifically identified in this Agreement or subsequent written amendments.

(16) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(17) OMB AUDIT: If the County expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the County expend(s) less than five hundred thousand dollars (\$500,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by

applicable state and federal authorities.

(18) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(19) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission

(20) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this 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

By _____

Title _____

Title Presiding Commissioner

ATTEST:

By _____

Secretary to the Commission

Title Commissioner

Approved as to Form:

By _____

Commission Counsel

Title Commissioner

ATTEST:

Clerk

Approved as to Form:

Title _____

Ordinance No. _____

Exhibit A - Location of Project



**Exhibit B - Required Contract Provisions
Federal-Aid Construction Contracts**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1. b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3 a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 Participants:

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 participating in covered transactions 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.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



arth





IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month contract with two twelve-month options to extend for the furnishing of property advisory services for eastern Jackson County in connection with the Board of Equalization, under the terms and conditions of Request for Proposals No. 40-14, to C. Charles Franklin of Independence, MO, at a cost to the County not to exceed \$7,500.00 annually.

RESOLUTION NO. 18537, June 9, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, pursuant to section 9140., Jackson County Code, 1984, the Legislature may authorize a contract with one or more qualified experts to advise the Board of Equalization to assist with disputes between taxpayers and the County related to property appraisals; and,

WHEREAS, pursuant to section 9141., Jackson County Code, 1984, the Legislative Auditor has prepared a request for proposals (RFP) and the Director of Finance and Purchasing solicited formal written bids on RFP No. 40-14 for licensed property advisors for eastern Jackson County; and,

WHEREAS, a total of sixty-five notifications were distributed and one response was received from the following:

BIDDER

C. Charles Franklin
Independence, MO

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing, recommends award of a contract for the furnishing of Property Advisor Services for Eastern Jackson County, under the terms and conditions of RFP No. 40-14, as the lowest and best proposal; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an agreement with C. Charles Franklin of Independence, MO, at a cost to the County not to exceed \$7,500.00 annually, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract to the extent that sufficient appropriations to the using agency are contained in the then current County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18537 of June 9, 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: 045 0301 56080
ACCOUNT TITLE: Assessment Fund
Legislative Auditor
Other Professional Services
NOT TO EXCEED: \$7,500.00

Funding for future years is subject to annual appropriation.



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION




Completed by County Counselor's Office:

Res/Ord No.: 18537

Sponsor(s): Theresa Garza Ruiz

Date: June 9, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Contract with Two Twelve Month Options to Extend for Property Advisor Services, Eastern Jackson County, for the Board of Equalization to C. Charles Franklin of Independence, Missouri under the terms and conditions of Request for Proposal No. 40-14, at an aggregate cost to the County not to exceed \$7,500.00 annually.</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>\$7,500.00</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>\$7,500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$7,500.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 045-0301-56080 Assessment Fund, Legislative Auditor, Other Professional Services</td> <td>\$7,500.00</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: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$7,500.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$7,500.00	Amount budgeted for this item * (including transfers):	\$7,500.00	Source of funding (name of fund) and account code number: 045-0301-56080 Assessment Fund, Legislative Auditor, Other Professional Services	\$7,500.00
Amount authorized by this legislation this fiscal year:	\$7,500.00										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$7,500.00										
Amount budgeted for this item * (including transfers):	\$7,500.00										
Source of funding (name of fund) and account code number: 045-0301-56080 Assessment Fund, Legislative Auditor, Other Professional Services	\$7,500.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 17908, June 4, 2012</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>Jackson County's Board of Equalization requires the services of a Missouri Licensed Property Advisor to assist with disputes between tax payers and the County on property appraisals for Eastern Jackson County. The Purchasing Department issued Request for Proposal No. 40-14 in response to these requirements.</p> <p>A total of sixty-five notifications were distributed and one response was received as follows:</p> <p>C. Charles Franklin of Independence, MO \$75.00 per hour</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for the furnishing of Property Advisor Services for Eastern Jackson County for the Board of Equalization to C. Charles Franklin of Independence, Missouri under the terms and conditions of Request for Proposal No. 40-14 as the best proposal received.</p> <p>The availability of funds for future periods is subject to annual appropriations.</p>										
<p>CLEARANCE</p>	<p><input checked="" 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 Abstract of Bids Received, Award Recommendation from Gary Panethiere, County Auditor and the pertinent pages of C. Charles Franklin's proposal documents.	
REVIEW	Department Director: 	Date: 6-2-2014
	Finance (Budget Approval): If applicable 	Date: 4-2-14
	Division Manager: 	Date: 6/4/14
	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.

ABSTRACT OF BIDS

BID NO: 40-14
 DATE: 5/20/14
 COMMODITY: Property Advisor For BOE

Charlie
 Franklin

NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
	Quotation								
12	Compensation Rate Proposed for 2014 and 2015			75.00 hr					
	Per Hour \$								
13	Compensation Rate Proposed for 2016 and 2017			75.00 hr					
	Per Hour \$								

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: May 20, 2014 BY [Signature]
 CLERK OF THE LEGISLATURE
 PURCHASING

Barbara J. Casamento

From: Gary Panethiere
Sent: Friday, May 23, 2014 12:11 PM
To: Barbara J. Casamento
Cc: Crissy Wooderson; Cindy L. Wallace
Subject: RE: BOE Contracts 2013 and beyond

Barbra ,

Thank you for bringing up the eastern advisor proposal. Since we only received one proposal I am recommending we accept it. Thanks for your help.

Gary

From: Gary Panethiere
Sent: Monday, April 21, 2014 4:18 PM
To: Barbara J. Casamento
Cc: Crissy Wooderson; Cindy L. Wallace
Subject: RE: BOE Contracts 2013 and beyond

Barbra, can you proceed with proposal 23-14 and the only response Abstract appraisals. We will use them for the western part of the county. Can you also go out for a quick proposal for the east side of the county, and hopefully we will get some responses. Thanks Gary

From: Cindy L. Wallace
Sent: Monday, April 07, 2014 12:50 PM
To: Barbara J. Casamento
Cc: Gary Panethiere; Crissy Wooderson
Subject: FW: BOE Contracts 2013 and beyond

Thanks Barbara for your information.

Cindy

From: Barbara J. Casamento
Sent: Monday, April 07, 2014 12:48 PM
To: Cindy L. Wallace
Subject: RE: BOE Contracts 2013 and beyond

Cindy:

Only one response; attached is the list.

BJC

From: Cindy L. Wallace
Sent: Monday, April 07, 2014 12:44 PM
To: Barbara J. Casamento
Cc: Gary Panethiere; Crissy Wooderson; Auditor
Subject: RE: BOE Contracts 2013 and beyond

Good afternoon Barbara,

Gary just handed me the proposal packet from Fred Jones received per RFP 23-14. This is a first time in my history that I can recall only receiving one response, so just wanting to be certain that we are all on the same page and that we did only received the one reply or perhaps I am misunderstanding your memo.

I see that this went to 65 potential advisors to submit bids, would you please sent a copy of the distribution list along with a copy of the bids received sheet.

Thanks so much for your help!

Cindy

From: Barbara J. Casamento
Sent: Friday, February 21, 2014 9:53 AM
To: Cindy L. Wallace
Subject: RE: BOE Contracts 2013 and beyond

Will do

BJC

From: Cindy L. Wallace
Sent: Friday, February 21, 2014 9:26 AM
To: Barbara J. Casamento
Cc: Gary Panethiere; Crissy Wooderson
Subject: RE: BOE Contracts 2013 and beyond

Once you make the change, if you could send one final draft to Gary to proof that would be fantastic.

Thanks!

Cindy Wallace
Assistant Auditor
Jackson County Auditor 's Office
415 E. 12th Street , 2nd Floor
Kansas City , MO 64106
816.881.3312
816.881-3340 Fax
cwallace@jacksongov.org

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From: Barbara J. Casamento
Sent: Friday, February 21, 2014 9:25 AM
To: Cindy L. Wallace
Cc: Gary Panethiere; Crissy Wooderson
Subject: RE: BOE Contracts 2013 and beyond

Good Morning Cindy:

Will note the change and issue the RFP in early March with a Response Deadline in earlier April, that will give us plenty of time to evaluate and award prior to May.

BJC

From: Cindy L. Wallace
Sent: Friday, February 21, 2014 9:22 AM
To: Barbara J. Casamento
Cc: Gary Panethiere; Crissy Wooderson
Subject: RE: BOE Contracts 2013 and beyond

Hi Barbara, Gary took a look and I have attached a sheet with a change he would like.

Thanks!

Cindy Wallace
Assistant Auditor
Jackson County Auditor 's Office
415 E. 12th Street , 2nd Floor
Kansas City , MO 64106
816.881.3312
816.881-3340 Fax
cwallace@jacksongov.org

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From: Barbara J. Casamento
Sent: Tuesday, February 11, 2014 8:01 AM
To: Cindy L. Wallace
Cc: Gary Panethiere; Crissy Wooderson
Subject: RE: BOE Contracts 2013 and beyond

Good Morning Everyone:

Attached is the rough draft of the RFP for the Property Advisor, I have updated it, please review and let me know what you think.

BJC

From: Cindy L. Wallace
Sent: Thursday, January 16, 2014 12:04 PM
To: Barbara J. Casamento
Cc: Gary Panethiere; Crissy Wooderson
Subject: RE: BOE Contracts 2013 and beyond

Hi Barbara, I forgot to mention yesterday that the contract period should begin June 1st.

From: Cindy L. Wallace
Sent: Wednesday, January 15, 2014 12:16 PM
To: Barbara J. Casamento

Cc: Gary Panethiere; Crissy Wooderson
Subject: BOE Contracts 2013 and beyond

Hi Barbara,

In reviewing these contracts we noticed that the contract for C. Charles Franklin has expired (December, 2013) and the contract for Abstract Appraisals/Fred Jones expires in June 2014 with an additional 2 year option extension.

This morning we discussed this in our staff meeting and would like for both contracts to get back in sync once again. With Mr. Franklin's contract currently expired we know that one needs to be bid out but we would like to go ahead and bid both out now for 2 year agreements with one additional 2 year extension as an option.

Please advise.

Thanks!

Cindy Wallace
Assistant Auditor
Jackson County Auditor 's Office
415 E. 12th Street , 2nd Floor
Kansas City , MO 64106
816.881.3312
816.881-3340 Fax
cwallace@jacksongov.org

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8.0 QUOTATIONS

1. Name: CHARUE FRANKLIN	Title: CPA
-----------------------------	---------------

2. Company Name: C CHARLES FRANKLIN
Company Address: 3600 C MOULD
Company City, State and Zip Code: INDEP MO 64055

3. Business Phone: (816) 252-1080	4. Fax Number: (816) 252-1080	5. Email Address: charliefranklin@comcast.net
--------------------------------------	----------------------------------	--

6. Home Address: 3600 C MOULD 1102 W 35th TERR
City, State and Zip Code: INDEP MO 64055

7. Home Phone: (816) 252-4456	8. Cell Phone: (816) 522-6458
----------------------------------	----------------------------------

9. Are you a Missouri licensed or certified appraiser?	Yes	No <input checked="" type="checkbox"/>
10. Do you own real or personal property in Jackson County, Missouri?	Yes	No <input checked="" type="checkbox"/>
11. Are your Jackson County, Missouri real property and personal property taxes paid?		

12. Compensation Rate Proposed for 2014 and 2015	\$ 75	Per Hour
13. Compensation Rate Proposed for 2016 and 2017	\$ 75	Per Hour

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Zachary Ray Cox of Oak Grove, MO, upon receiving the Louis Armstrong Jazz Award.

RESOLUTION NO. 18538, June 9, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, Zachary Ray Cox, a senior at Oak Grove High School, was awarded the Louis Armstrong Jazz Award May 6, 2014; and,

WHEREAS, the Louis Armstrong Jazz Award is presented to high school varsity jazz musicians who demonstrate outstanding leadership, perform on an excellent level musically, perform outstanding solos, and help mold others into better jazz performers; and,

WHEREAS, Zach recently attended the Heritage Music Festival in Chicago, Illinois, where the Oak Grove Varsity Jazz group was awarded a silver medal and first place in its division; and,

WHEREAS, Zach also received a "One" rating at the University of Central Missouri Jazz Festival, where he was singled out as the most well-balance bass trombone player of the day; and,

WHEREAS, Zach is a section leader for marching band, first chair all-district band, first chair all-conference band, is a member of the National Honor Society, Varsity Choir, and has received the President's Academic Excellence Award twice; and,

WHEREAS, Zach's parents, Lori A. Cox and Gary T. Cox, are justifiably proud of their son; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Zachary Ray Cox upon his receipt of the Louis Armstrong Jazz Award, and extends best wishes to him in all of his future endeavors.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18538 of June 9, 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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four month term and supply contracts with two twelve-month options to extend for the furnishing of police body armor, supplies, and equipment for use by various County departments to Ed Roehr Safety Products of St. Louis, MO, Lynn Peavey Company of Lenexa, KS, and Ray O'Herron Company of Danville, IL, under the terms and conditions of Invitation to Bid No. 35-14.

RESOLUTION 18539, June 9, 2014

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids for the furnishing of police body armor, supplies, and equipment for use by the Sheriff's Office, the Department of Corrections, the Drug Task Force, and Park Safety and Enforcement; and,

WHEREAS, a total of twenty-seven notifications were distributed and five responses were received, one of which was determined to be non-responsive and the three lowest and best bids, as follows:

BIDDER

Lynn Peavey
Lenexa, KS

Ray O'Herron Co., Inc.
Danville, IL

Ed Roehr Safety Products
St. Louis, MO

and,

WHEREAS, following evaluation of the bids submitted, the Director of Finance and Purchasing recommends the award of twenty-four month term and supply contracts with two twelve-month options to extend, to Ed Roehr Safety Products of St. Louis, MO, Lynn Peavey of Lenexa, KS, and Ray O'Herron of Danville, IL, as the lowest and best bidders; and,

WHEREAS, a split award is requested to take advantage of the best rates and to provide additional sources when one of the vendors may not have the required suppliers and/or equipment available; and,

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

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payments on the contracts, to the extent that sufficient appropriations are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18539 of June 9, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

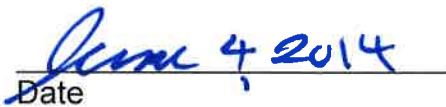
Yeas _____ Nays _____

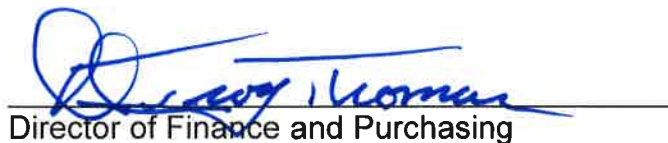
Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.


Date





Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18539
 Sponsor(s): James D. Tindall
 Date: June 9, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Two Twelve Month Options to Extend for Police Supplies and Equipment for use by Various Departments to Ed Roehr Safety Products of St. Louis, MO; Lynn Peavey Company of Lenexa, KS; and Ray O'Herron Company of Danville, IL under the terms and conditions of Invitation to Bid No. 35-14.</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="padding: 2px;">Amount authorized by this legislation this fiscal year:</td> <td style="width:150px;"></td> </tr> <tr> <td style="padding: 2px;">Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td style="padding: 2px;">Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td style="padding: 2px;">Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td style="padding: 2px;">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: Estimated Use:</p> <table style="width:100%;"> <tr> <td style="padding: 2px;">Sheriff's Office</td> <td style="text-align: right; padding: 2px;">\$28,500.00</td> </tr> <tr> <td style="padding: 2px;">Department of Corrections</td> <td style="text-align: right; padding: 2px;">\$18,500.00</td> </tr> <tr> <td style="padding: 2px;">Parks + Rec</td> <td style="text-align: right; padding: 2px;">\$ 8,000.00</td> </tr> <tr> <td style="padding: 2px;">Drug Task Force</td> <td style="text-align: right; padding: 2px;">\$ 1,000.00</td> </tr> <tr> <td style="padding: 2px;">Total</td> <td style="text-align: right; padding: 2px;">\$56,000.00</td> </tr> </table> <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 informational purposes only.</p> <p>Prior Year Budget (if applicable):\$100,364.30* Prior Year Actual Amount Spent (if applicable): \$29,943.31</p> <p>*This budget figure was used during a year when bullet proof vests were being replaced.</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		Sheriff's Office	\$28,500.00	Department of Corrections	\$18,500.00	Parks + Rec	\$ 8,000.00	Drug Task Force	\$ 1,000.00	Total	\$56,000.00
Amount authorized by this legislation this fiscal year:																					
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Department of Corrections	\$18,500.00																				
Parks + Rec	\$ 8,000.00																				
Drug Task Force	\$ 1,000.00																				
Total	\$56,000.00																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 17878, April 23, 2012</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																				
REQUEST SUMMARY	<p>The Sheriff's Office, the Department of Corrections, Parks + Rec and the Drug Task Force all require a Term and Supply Contract to provide Police Supplies and Equipment. The Purchasing Department issued Invitation to Bid No. 35-14 in response to those requirements.</p> <p>A total of twenty-seven notifications were distributed and five responses were received, one of which was rejected as non-compliant with bid specifications. The following four bids were evaluated as follows:</p>																				

	Body Armor	Catalog Discounts
	Lynn Peavey, Lenexa, KS	N/B
	Lawmen & Shooters, Vero Beach, FL	N/B
	Ray O'Herron, Danville, IL	N/B
	Ed Roehr, St. Louis, MO	\$725.00
		18%
		None
		5% to 15%
		10% to 40%
	<p>Pursuant to Section 1054.6 of the Jackson County Code; the Director of Finance and Purchasing recommends the split award of a Twenty-Four Month Term and Supply Contract, with Two Twelve Month Options to Extend, for Police Supplies and Equipment for Various Departments to Ed Roehr of St. Louis, Missouri; Lynn Peavey of Lenexa, Kansas and Ray O'Herron of Danville, Illinois as the lowest and best bids received. Ray O'Herron will be a back up for supplies and equipment that cannot be obtained from Ed Roehr and Lynn Peavey.</p> <p>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.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	The Abstract of Bids Received, A Recap of Bids Received, Award Recommendations from Using Departments and the pertinent pages of Ed Roehr's, Lynn Peavey's and Ray O'Herron's bid documents.	
REVIEW	Department Director: 	Date: 5/29/14
	Finance (Budget/Approval): If applicable  S Ball	Date: 6-2-14
	Division Manager: 	Date: 6/14/14
	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.

NO	DESCRIPTION	UNIT	QTY	The Peavey Corporation	Alamar Uniforms	Lawmen's & Shooters Supply Inc	Ray O'Herron Company, Inc	Ed Roehr Safety Products
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Quotation								
Body Armor								
Second Chance Summit Model SM01 NIJ Type IIIA,								
1	Adult Sizes - Price \$			N/A	608.00	Nobid	Nobid	725.00
2	Up Charge for 2XL - Price \$			N/A	608.00	Nobid	No bid	NO oversize Fee
3	Up Charge for 3XL - Price \$			N/A	608.00	No bid	No bid	765.00
4	Up Charge for 4XL - Price \$			N/A	608.00	Nobid	Nobid	NO oversize Fee
Catalog Discounts								
5	Leather Goods - Discount %			N/A	25%	see bid	15%	35%
6	Badges and Brass - Discount %			N/A	25%		15%	35%
7	Helmets and Helmet Accessories - Discount %			N/A	15%		10%	30%
8	Gun Accessories - Discount %			N/A	20%		5%	10%
9	Gun Cleaning Supplies - Discount %			N/A	20%		5%	20%
10	Batons and Flashlights - Discount %			N/A	20%		5%	25%
11	Training Gear and Red Man Guns - Discount %			N/A	20%		10%	20%
12	Restraints - Discount %			N/A	20%	see bid	10%	35%
13	Evidence Collection Supplies - Discount %			18%	10%	Nobid	5%	25%-15%
14	Teargas and Munitions - Discount %			N/A	15%	Nobid	10%	Agency price
15	Lightbars and Sirens - Discount %			N/A	15%	Nobid	10%	40%
16	Miscellaneous Supplies - Discount %			18%	15%	Nobid	10%	20%

ABSTRACT OF BIDS

BID NO: 35-14 DATE: 4/29/14 COMMODITY: Police Supplies & Equipment										
NO	DESCRIPTION	UNIT	QTY	AMOUNT	The Peavey Corporation	Alamar Uniforms	Lawmen's & Shooters Supply Inc	Ray O'Herron Company, Inc	Ed Roehr Safety Products	
17	Miscellaneous Equipment - Discount %				18%	15%	No bid	10%	20%	
CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: <u>April 29, 2014</u> BY _____ _____ CLERK OF THE LEGISLATURE _____ PURCHASING										

Recap of Invitation to Bid No. 35-14

Police Supplies Equipment

No	Description	Alamar	Lynn Peavey	Lawmen	Ray O'Herron	Ed Roehr
1	Body Armor - Regular Sizes	\$608.00	N/B	N/B	N/B	\$725.00
2	Body Armor - 2XL	\$608.00	N/B	N/B	N/B	\$725.00
3	Body Armor - 3XL	\$608.00	N/B	N/B	N/B	\$725.00
4	Body Armor - 4XL	\$608.00	N/B	N/B	N/B	\$725.00
	Catalog Discounts					
5	Leather Goods	25%	N/B	See Bid	15%	35%
6	Badges & Brass	25%	N/B	See Bid	15%	35%
7	Helmets & Helmet Accessories	15%	N/B	See Bid	10%	30%
8	Gun Accessories	20%	N/B	See Bid	5%	10%
9	Gun Cleaning Supplies	20%	N/B	See Bid	5%	20%
10	Batons & Flashlights	20%	N/B	See Bid	5%	25%
11	Training Gear & Red Man Guns	20%	N/B	See Bid	10%	20%
12	Restriants	20%	N/B	N/B	10%	35%
13	Evidence Collection Supplies	10%	18%	N/B	5%	See Bid
14	Teargas & Munitions	15%	N/B	N/B	10%	See Bid
15	Lightbars & Sirens	15%	N/B	N/B	10%	40%
16	Miscellaneous Supplies	15%	18%	N/B	10%	20%
17	Miscellaneous Equipment	15%	18%	N/B	10%	20%
	Delivery After Order	30 Days	2 - 10 Days	30 - 45 Days	2 - 4 Weeks	30 - 45 Days
	Exceptions	None	None	None	Yes	Yes
	Catalog Included	No	Yes	Yes	Yes	Yes
	Location	NKCMO	Lenexa, KS	Vero Beach FL	Danville, IL	St. Louis, MO
	Does not meet specifications					

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain David Epperson

DATE: 05/27/2014

SUBJECT: Invitation to bid NO 35-14 Police Supplies and Equipment

Barbara,

Please accept this memorandum as my recommendations reference the above Police Supplies and Equipment Vendor list.

As you are aware Ed Roehr is the current supplier reference our ballistic vest contract and this company matches our needs. We utilize Lynn Peavey for evidence collection supplies for our investigations unit and have occasionally used Ray O'Herron for miscellaneous supplies such as rain coats.

Overall we rate all three companies as acceptable and it is my recommendation that all three be retained as vendors through the next calendar year.

After reviewing past expenditures with the above listed companies I found our needs have tended to fluctuate from year to year. I estimate we will spend \$25,000 with Ed Roehr, \$2500 with Lynn Peavey and \$1,000 with Ray O'Herrin.




**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

DATE: May 6, 2014

TO: Barbara Casamento, Purchasing Supervisor

FROM: John Vaughn, Supt. Safety & Enforcement 

SUBJECT: Invitation to Bid No. 35-14
Police Supplies and Equipment

The bids submitted for Police Supplies and Equipment were reviewed. The proposals submitted by each bidder were dissimilar in nature with some not conforming to specifications.

Ed Roehr is the selected bidder as they are the lowest conforming bidder and have previously supplied the required body armor, goods and supplies under contract to Parks+Rec.

The Parks+Rec 2014 anticipated spend is:

- 003-1605-57190 (Wearing Apparel) - \$5000
- 003-1605-57230 (Other Operating Supplies) - \$3000

Cc: file



Michael D. Sanders, County Executive

MAY 7 14 PM 7:29

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Marvin Walker, SS Supervisor; Joseph Piccinini, Deputy Director;
Jackie Robinson, MOD; John Cloonan, SA
Date: May 15, 2014
From: L.J. Scott, Asst Director of Administration
Subject: Bid Number 35-14 Police Supplies and Equipment

This bid recap was evaluated by the Manager of Detention, the RCC Shift Administrator and the Assistant Director of Administration. For the purchase of police supplies and equipment, and in order to insure the best quality for the most reasonable cost, Corrections would like to split the bid award between Ray O'Herron and Ed Roehr. Corrections expects to spend up to \$18,500 annually under this Term and Supply contract.

7.0 QUOTATIONS

Number	Description	Price/Discount
	Body Armor	
01	Second Chance Summit Model SM01 NIJ Type IIIA, Adult Sizes	\$ 725. ⁰⁰
02	Up Charge for 2XL	\$ No Oversize Fee
03	Up Charge for 3XL Second Chance Summit Model SM02-111A	\$ 765. ⁰⁰
04	Up Charge for 4XL	\$ No Oversize Fee
	Catalog Discounts	
05	Leather Goods <i>Safariland and Bianchi</i>	35 %
06	Badges and Brass <i>Smith and Warrin</i>	35 %
07	Helmets and Helmet Accessories <i>Protech Tactical</i>	30 %
08	Gun Accessories <i>Eotech</i>	10 %
09	Gun Cleaning Supplies <i>Speed Feed - Klein Bore</i>	20 %
10	Batons and Flashlights <i>Monadnock - Streamlight</i>	Monadnock 25 % Streamlight 40%
11	Training Gear and Red Man Guns <i>Blue Guns and Rings MFG</i>	20 %
12	Restraints <i>Safariland</i>	35 %
13	Evidence Collection Supplies	25% - 15%
14	Teargas and Munitions <i>Defense Technologies</i>	Agency Price
15	Lightbars and Sirens <i>Code 3</i>	40 %
16	Miscellaneous Supplies	20 %
17	Miscellaneous Equipment	20 %
	Delivery Time After Receipt of Order:	30-45 days ARO *

* upgraded version of the SM01-III A

Streamlight 40%

Some supplies have lower discount than others

Some Munitions have an immediate mandatory waiting period from the ATF.

Company Name: <i>Ed Roehr Safety Products</i>	Date: <i>4-28-14</i>
Representative Name: <i>Dathon Baldwin</i>	Telephone: <i>816-215-7581</i>
Title: <i>Regional Sales Manager</i>	Cell Phone: <i>636-299-8412</i>
Signature: <i>[Signature]</i>	Fax: <i>314-533-3830</i>
Email Address: <i>dathane.edroehrsafety.com</i>	
Company Web Address: <i>www.edroehrsafety.com</i>	

7.0 QUOTATIONS

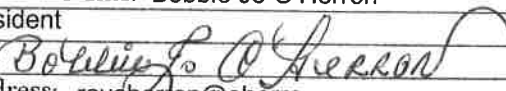
Number	Description	Price/Discount
	Body Armor	
01	Second Chance Summit Model SM01 NIJ Type IIIA, Adult Sizes	\$ NA
02	Up Charge for 2XL	\$ NA
03	Up Charge for 3XL	\$ NA
04	Up Charge for 4XL	\$ NA
	Catalog Discounts	
05	Leather Goods	NA % U
06	Badges and Brass	NA %
07	Helmets and Helmet Accessories	NA %
08	Gun Accessories	NA %
09	Gun Cleaning Supplies	NA %
10	Batons and Flashlights	NA %
11	Training Gear and Red Man Guns	NA %
12	Restraints	NA %
* 13	Evidence Collection Supplies	18 %
14	Teargas and Munitions	NA %
15	Lightbars and Sirens	NA %
* 16	Miscellaneous Supplies	18 %
* 17	Miscellaneous Equipment	18 %
	Delivery Time After Receipt of Order:	2-10 days

* See updated price list date 4/21/14. Sent along with catalog and bid.

Company Name: <i>The Peavey Corporation dba</i>	<i>LYNN Peavey Company</i>	Date: <i>4/21/14</i>
Representative Name: <i>Greg Ebeling</i>	Telephone: <i>800-255-6499</i>	
Title: <i>Regional Sales Mgr</i>	Cell Phone: <i>NA</i>	
Signature: <i>Greg Ebeling</i>	Fax: <i>913-731-5055</i>	
Email Address: <i>gebelling@peaveycorp.com</i>		
Company Web Address: <i>www.LynnPeavey.com</i>		

7.0 QUOTATIONS

Number	Description	Price/Discount
	Body Armor	
01	Second Chance Summit Model SM01 NIJ Type IIIA, Adult Sizes	\$ No Bid
02	Up Charge for 2XL	\$ No Bid
03	Up Charge for 3XL	\$ No Bid
04	Up Charge for 4XL	\$ No Bid
	Catalog Discounts	
05	Leather Goods	15 %
06	Badges and Brass	15 %
07	Helmets and Helmet Accessories	10 %
08	Gun Accessories	5 %
09	Gun Cleaning Supplies	5 %
10	Batons and Flashlights	5 %
11	Training Gear and Red Man Guns	10 %
12	Restraints	10 %
13	Evidence Collection Supplies	5 %
14	Teargas and Munitions	10 %
15	Lightbars and Sirens	10 %
16	Miscellaneous Supplies	10 %
17	Miscellaneous Equipment	10 %
	Delivery Time After Receipt of Order:	2-4 Weeks

Company Name: Ray O'Herron Co., Inc.	Date: 4/28/2014
Representative Name: Bobbie Jo O'Herron	Telephone: 1-800-223-2097
Title: President	Cell Phone: N/A
Signature: 	Fax: 1-888-223-3235
Email Address: rayoherron@oherron.com	
Company Web Address: www.oherron.com	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a six-month term and supply contract for the furnishing of outpatient substance abuse treatment for use by the Prosecuting Attorney's Office's Drug Court Program to Heartland Center for Behavioral Change, d/b/a Kansas City Community Center of Kansas City, MO, under the terms and conditions of Request for Proposals No. 14-09.

RESOLUTION NO. 18540, June 9, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, by Resolution 16986, dated August 10, 2009, the Legislature did authorize a thirty-six month term and supply contract, with two twelve-month options to extend, for the furnishing of outpatient substance abuse treatment, to Heartland Center for Behavioral Change, d/b/a Kansas City Community Center of Kansas City (Jackson County), MO under the terms and conditions of Request for Proposals (RFP) No. 14-09; and,

WHEREAS, new requirements set forth by the Office of State Courts Administrator will require the Prosecuting Attorney's Office to revise the scope of services for outpatient substance abuse treatment; and,

WHEREAS, a six-month extension to the existing term and supply contract with the Heartland Center for Behavioral Change is necessary to allow the Prosecuting Attorney's Office time to revise the scope of services to meet the new guidelines and to prevent a disruption of services to clients of the Drug Court; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a six-

month term and supply contract for the furnishing of outpatient substance abuse to the Heartland Center for Behavioral Change d/b/a Kansas City Community Center, under the terms and conditions of RFP 14-09; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made 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 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, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18540 of June 9, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

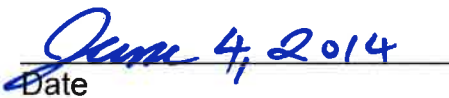
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need 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.: 18540

Sponsor(s): Dan Tarwater

Date: June 9, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Six Month Extension of the Term and Supply Contract for the furnishing of Outpatient Substance Abuse Treatment for use by the Prosecuting Attorney's Drug Court Program to Heartland Center for Behavioral Change, dba: Kansas City Community Center of Kansas City, Missouri.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="328 590 1442 751"> <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: Prosecuting Attorney, Drug Court Estimated Use: \$480,000.00*</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 informational purposes only.</p> <p>Prior Year Budget (if applicable): \$960,000.00 Prior Year Actual Amount Spent (if applicable): \$960,000.00</p> <p>*half of annual amount</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): 16986, August 10, 2009</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>The Director of Finance and Purchasing requests the authorization to extend the Term and Supply Contract for the furnishing of Outpatient Substance Abuse Treatment for use by the Prosecuting Attorney's Drug Court Program beginning August 30, 2014 and ending February 28, 2015.</p> <p>New requirements for Outpatient Substance Abuse Treatment have been set forth by the Office of the State Court Administrator and the Prosecuting Attorney's Office is in the process of revising its treatment approach. Due to the revisions the Scope of Services for Outpatient Substance Abuse Treatment will change. The requested extension will allow the County the necessary time to re-write the Scope of Services and prevent a disruption of services to clients of the Drug Court.</p> <p>Resolution No. 16986 was passed on August 17, 2009 awarding a Thirty-Six Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of Outpatient Substance Abuse Treatment Services under the terms and conditions of Request for Proposal No. 14-09.</p>										
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Memorandum from Angela Gravino, Anti Drug Program Administrator, a letter from Heartland Center for Behavioral Change and Resolution No. 16986	
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: <i>6-2-14</i>
	Finance (Budget Approval): <i>If applicable N/A</i> <i>William S Ball</i>	Date: <i>6-4-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>6/5/14</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.



Jean Peters Baker
Jackson County Prosecuting Attorney

May 5, 2014

Barbara Casamento
Purchasing Department
415 East 12th Street
Kansas City, Missouri 64106

Re: Extension for Drug Court Treatment RFP

Barbara:

The Prosecutor's Office is seeking a six month extension with Heartland Center for Behavioral Change. New requirements have been set forth by the Office of State Courts Administrator; therefore, we are in the process of revising our treatment approach to meet those guidelines. Due to these revisions, the RFP will change dramatically in terms of the types of treatment provided. We believe six months is sufficient time to finalize all changes to the Drug Court treatment program. I have attached a letter from our current provider approving the extension. Let me know if you have any questions.

Sincerely,



Angela C. Gravino
Anti Drug Program Administrator



May 20, 2014

Ms. Jean Peters-Baker
Jackson County Prosecuting Attorney
415 E. 12th Street
Kansas City, MO 64106

RE: Jackson County Drug Court-Resolution #16986

Dear Ms. Peters-Baker:

As you know, Heartland Center is the treatment provider for the Jackson County Drug Court, and it is our understanding that your office is proposing to extend the current drug court treatment contract for an additional six months. The current contract is set to expire on August 30, 2014; the extension would change the expiration date to February 28, 2015. Please be advised that Heartland Center is in agreement with this proposed extension.

If you have questions, or need further information, please call me at 816-421-6670, extension 1217 or email me at mtrickey@heartlandcbc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Myrna Trickey". The signature is fluid and cursive, written over a light blue horizontal line.

Myrna Trickey
President/CEO

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six (36) month term and supply contract with two twelve (12) month extension options for the furnishing of outpatient substance abuse treatment for use by the Prosecuting Attorney's Drug Court program to Kansas City Community Center of Kansas City, MO, under the terms and conditions of Request for Proposal No. 14-09.

RESOLUTION #16986, August 10, 2009

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposal No. 14-09 for the furnishing of outpatient substance abuse treatment for use by the Prosecuting Attorney's Drug Court program; and,

WHEREAS, a total of eight (8) notifications were distributed and one (1) response was received; and,

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to Kansas City Community Center of Kansas City, MO, as the lowest and best bid received; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made 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 to the accomplishment of the award; and,

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

APPROVED AS TO FORM:

Pamela Sellers
Assistant County Counselor

Man Jones
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16986 of August 10, 2009, was duly passed on August 17, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

8.18.09
Date

Mary Jo Spino
Mary Jo Spino
Clerk of Legislature

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 is subject to annual appropriation.

August 5, 2009
Date

[Signature]
Director of Finance and Purchasing