

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$2,473.00 from the undesignated fund balance of the 2018 Grant Fund in acceptance of additional grant funds received from the Missouri Department of Transportation to cover the remaining cost of Traffic Unit salaries.

**ORDINANCE NO. 5168**, October 29, 2018

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff Office received a grant from the Missouri Department of Transportation in the amount of \$2,473.00, to cover cost of Traffic Unit salaries; and,

WHEREAS, the grant was awarded for the period of October 1, 2017, through September 30, 2018; and,

WHEREAS, an appropriation is necessary to place these additional grant funds in the appropriate spending account; 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 2018 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Traffic Unit 010-4277	45899 - Increase Revenue	\$2,473	
010-2810	Undesignated Fund Balance		\$2,473
010-2810	Undesignated Fund Balance	\$2,473	

Traffic Unit  
010-4277-

55010- Salary


\$2,473

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any and all 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:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5168 introduced on October 29, 2018, was duly passed on \_\_\_\_\_, 2018 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. 5168.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., 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: \$2,473.00

10/25/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

**EXECUTIVE OFFICE**

OCT 22 2018

Completed by County Counselor's Office:

Res/Ord No.: 5168

Sponsor(s): Alfred Jordan

Date: October 29, 2018

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>The Sheriff's Office is requesting to receive additional funding from the Missouri Department of Transportation to cover Traffic Unit salaries for the remainder of the 2017 – 2018 grant year. Project no. 18-154-AL-111.</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>\$2,472.05</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$371,144.05</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td></td> </tr> <tr> <td>010-2810 Grant Fund – Undesignated Fund Balance</td> <td>FROM ACCT \$2,472.05</td> </tr> <tr> <td>010-4277-55010 – Grant Fund - Salaries</td> <td>TO ACCT \$2,472.05</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: Sheriff's Office                      Estimated Use:          Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$2,472.05	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$371,144.05	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number		010-2810 Grant Fund – Undesignated Fund Balance	FROM ACCT \$2,472.05	010-4277-55010 – Grant Fund - Salaries	TO ACCT \$2,472.05
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Source of funding (name of fund) and account code number															
010-2810 Grant Fund – Undesignated Fund Balance	FROM ACCT \$2,472.05														
010-4277-55010 – Grant Fund - Salaries	TO ACCT \$2,472.05														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 5027 10/9/2017</p> <p>Prior resolutions and (date)</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Devyn Horsley, Administrative Specialist, 816-541-8017</p>														
<p>REQUEST SUMMARY</p>	<p>The Sheriff's Office is requesting to receive additional funding from the Missouri Department of Transportation (MODOT) to cover Traffic Unit salaries for the remainder of the 2017 – 2018 grant year. Project no. 18-154-AL-111.</p> <p>Please appropriate the \$2,472.05 as follows:</p> <p>FROM          010-2810 – Grant Fund – Undesignated Fund Balance</p> <p>TO          010-4277-55010 – Grant Fund – Salaries</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS	Revised contract from MODOT	
REVIEW	Department Director:	Date: 10/22/18
	Finance (Budget Approval): <i>If applicable</i>	Date: 10/22/18
	Division Manager:	Date: 10-22-18
	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:
010-2810	Grant Fund – Undesignated Fund Balance	\$2,472.05

- 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: October 22, 2018

ORD # 5168

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b><u>Grant Fund - 010</u></b>			
<u>4277 - Traffic Unit</u>	<u>45899 - Increase Revenues</u>	<u>2,473</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>2,473</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>2,473</u>	
<u>4277 - Traffic Unit</u>	<u>55010 - Salary</u>		<u>2,473</u>

*Salem* 10/22/18  
Budgeting

**CONTRACT**

Form HS-1      **Revision Reason:** Budget Increase      **Version:** 6      10/17/2018

**Missouri Department of Transportation  
Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** DWI Enforcement Unit  
**Project Number:** 18-154-AL-111  
**Project Category:** Transfer  
**Program Area:** 154/164 Alcohol

**Name of Grantee**  
Jackson County Sheriff's Office

**Funding Source:** 154 AL / 20.607

**Grantee County**  
Jackson

**Type of Project:** Initial

**Started:** 10/01/2017

**Grantee Address**  
4001 NE Lakewood Court  
  
Lee's Summit, MO 64064-1703

**Federal Funds Benefiting**  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$207,008.07  
**Total:** \$207,008.07

**Source of Funds**  
**Federal:** \$207,008.07  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \$207,008.07

**Telephone**  
816-524-4302

**Fax**  
816-795-1969

**Contract Period**  
**Effective:** 10/01/2017  
**Through:** 09/30/2018

**Prepared By**  
Wilson, Scott

\_\_\_\_\_  
**Authorizing Official**      **Date** 10/20/2018

\_\_\_\_\_  
**Project Director**      **Date**

\_\_\_\_\_  
**Asst. to State Highway Safety Traffic Engineer**      **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$207,008.07**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.



**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.

**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.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. 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.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will 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 Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

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- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. 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.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

**XXIII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS - PAGE 9**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

**XXV. BUY AMERICA ACT**  
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY**

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact ( traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

### Jackson County Impaired Driving Crashes:

2007 - 991  
2008 - 933  
2009 - 987  
2010 - 833  
2011 - 832  
2012 - 752  
2013 - 815  
2014 - 688  
2015 - 662  
2016 - 433

### Jackson County Impaired Driving Fatal Crashes:

2007 - 20  
2008 - 26  
2009 - 27  
2010 - 10  
2011 - 18  
2012 - 10  
2013 - 13  
2014 - 13  
2015 - 10  
2016 - 10

Viewing the average number of impaired driving related fatalities during the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been more than cut in half since 2007, when funds were first granted by HSD for the formation of the Traffic Safety Unit. Over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "We're doing all we can do". The TSU refuses to accept that "There just aren't that many drunks out there anymore". As long as impaired driving fatalities remain higher than zero, there remain more impaired drivers to be detected, and arrested.

The investigation of impaired driving offenses is an integral part of all law enforcement officers' skillsets. Agencies such as the Austin, TX Police Department have evaluated the success of full-time DWI Enforcement Units compared to patrol. It is estimated that there is only one arrest for every 88 incidents of a person driving with a blood alcohol concentration over the legal limit (Zador, 2001.) Two reasons that are often cited for why there are not more arrests are the complexity of the DWI arrest process, and the length of time the officer must devote to processing the offender and completing the paperwork (Jones, Lacey, and Wiliszowski, 1998).

When considering the efficacy of DWI Enforcement conducted by patrol deputies/officers, versus by full-time DWI Enforcement deputies/officers, keep the following in mind:

Patrol Deputy/Officer:

- Receives initial DWI investigation training at the academy, and possibly refreshers once or twice in career.
- Performs SFST sometimes only a few times a year, or not at all, and is thus not comfortable with them.
- Subject to pressures of call volume and other serious crimes, may not invest the time in DWI investigations.
- Viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders.
- May not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

Full-Time DWI Enforcement Deputy/Officer:

- Receives regular continuing education in DWI enforcement
- Performs SFST on a regular basis, is comfortable conducting, and testifying about the tests.
- Is assigned full-time to DWI enforcement, not subject to pressures of call volume or other serious crimes.
- Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.

The Highway Safety Division identified the problem of underreporting of impaired driving traffic crashes . Failure to recognize the impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the crash (single car, driver-only injury or fatality), are believed to contribute to the under-reporting. When agencies such as the Sheriff's Office have full-time DWI Enforcement Units working, the units frequently respond to crashes to determine if impairment is involved. In crashes handled by the Sheriff's Office many impaired driving investigations have resulted in arrests that otherwise would not have been made.

During fiscal year 2016, the Sheriff's Traffic Safety Unit arrested 324 subjects for driving while intoxicated. During that same period, deputies assigned to Patrol, and other divisions of the Sheriff's Office arrested 64. Of the 64 DWI arrests made by deputies outside the Traffic Safety Unit, over 90% were made by a single deputy who worked a significant amount of grant overtime enforcement. This is a clear indicator of the performance of full-time DWI enforcement deputies compared to deputies working DWI enforcement during regular shift hours, or during overtime enforcement hours.

## GOALS/OBJECTIVES

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Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283  
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols

Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2016 crash statistics are not yet complete, and 2017 is in progress.

The Traffic Safety Unit proposes the following goals, to be pursued by TSU and our partners going forward:

- 2017 (in progress) - 8 or fewer impaired driving fatalities
- 2018 - 7 or fewer impaired driving fatalities
- 2019 - 6 or fewer impaired driving fatalities
- 2020 - 5 or fewer impaired driving fatalities
- 2021 - 4 or fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years. If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

In pursuit of this goal, the Traffic Safety Unit has the following objectives:

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies, and one Sergeant.
2. Perform as a Full-Time Saturation Patrol. The NHTSA publication "Countermeasures that Work," 8th Edition (2015), identified saturation patrols as among the most effective enforcement methods that can be used to address impaired driving. TSU works as a unit, every shift. The supervisor and all deputies work the same hours, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work. Increased visibility due to the specialized markings of deputies' patrol vehicles enhances this method.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City metro. The TSU has assisted outside agencies on a regular basis during fiscal year 2016, by assisting with DWI investigations that result from crashes, and traffic stops made by patrol deputies and officers. The TSU will continue to develop this leadership role.
4. Engage the other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, MADD, the Highway Safety Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.

## PROJECT DESCRIPTION

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1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies, and one Sergeant.
2. Perform as a Full-Time Saturation Patrol. TSU deputies and sergeant will all work the same regularly scheduled hours, to include the standard schedule of Tuesday through Friday, from 6:00 p.m. to 4:00 a.m., and at least two Saturdays per month, from 6:00 p.m. to 4:00 a.m. (Saturdays substituted for Tuesdays, at least twice per month.) TSU will saturate areas (determined by analysis of traffic crash reports) during their shift, working as a unit.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City area. TSU will participate in regular meetings, and cooperative enforcement efforts of the Jackson County Traffic Safety Task Force. TSU will send representatives to regional and statewide meetings and conferences in the traffic safety field .
4. Engage the other interested parties in pursuit of the goal (reduction of impaired driving traffic crash fatalities). TSU will share our goals with outside agencies, citizen action groups such as MADD, and will participate in requested appearances in local schools, and civic associations. TSU will post regular updates regarding progress toward our goal to the Sheriff's Office social media pages, and will engage HSD for assistance with special media events, appearances, or advertising campaigns.

**SUPPLEMENTAL INFORMATION**

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p>Unexpended balances in the Traffic Safety Unit salary grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost.</p> <p>Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	425
19 Total number of speeding violations written by your agency.	1256
20 Total number of HMV violations written by your agency.	2472
21 Total number of child safety/booster seat violations written by your agency.	34
22 Total number of safety belt violations written by your agency.	25
23 Total number of sobriety checkpoints hosted.	8

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	74139
25 Total number of traffic crashes resulting in a fatality.	369
26 Total number of traffic crashes resulting in a serious injury.	20540
27 Total number of speed-related traffic crashes.	7494
28 Total number of speed-related traffic crashes resulting in a fatality.	53
29 Total number of speed-related traffic crashes resulting in a serious injury.	2104
30 Total number of alcohol-related traffic crashes.	1715
31 Total number of alcohol-related traffic crashes resulting in a fatality.	44
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	699
33 Total number of unbuckled fatalities.	85
34 Total number of unbuckled serious injuries.	1349

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	97
36 Total number of commissioned patrol and traffic officers.	35
37 Total number of commissioned law enforcement officers available for overtime enforcement.	92



38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	20
40	Total number of in-car video cameras.	35
41	Total number of PBTs.	15
42	Total number of Breath Instruments.	5

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The Traffic Safety Unit regularly reviews the MSHP's Traffic Crash Mapping Utility, and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include I-70 and US 24 HWY between Blue Ridge Cutoff and Lee's Summit Road, US 71 HWY, US-350 HWY, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70 in the Midtown Kansas City area.

The Traffic Safety Unit will conduct enforcement operations through out the entire Jackson County area , with targeted enforcement at specific locations based on crash data as follows:

Tuesday: I-70, I-435, and US-40 HWY, between Grain Valley and Manchester Traffic Way.

Wednesday: I-70, US-24 HWY, 23rd Street, I-435 and any ancillary roadways between State Line and MO-291 HWY.

Thursday and Friday: US-71 HWY, I-49, Main St., Broadway Blvd., 39th St., Southwest Traffic Way, Southwest Blvd., and I-70 in the portions of Jackson County west of I-435.

44 Enter the number of enforcement periods your agency will conduct each month. 20

45 Enter the months in which enforcement will be conducted.

Full-time unit, all months.

46 Enter the days of the week in which enforcement will be conducted.

Primarily Tuesday through Friday evenings, with Saturdays substituted for Tuesdays at least twice per month.

47 Enter the time of day in which enforcement will be conducted.

6:00 p.m. to 4:00 a.m., with infrequent activity outside of those hours due to required training or special assignments.

48 Enter the number of officers assigned during the enforcement period. 6

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

The Sheriff's Office Traffic Safety Unit was originally equipped with five patrol vehicles funded by the Highway Safety Division in 2008. Two replacement vehicles were funded by HSD in 2014, to replace Traffic Unit vehicles that were either lost in crashes, or were past their service life. Three additional patrol vehicles have been provided by the Sheriff's Office to replace the other three patrol vehicles used by the Traffic Safety Unit. We are requesting HSD fund the purchase of an additional patrol vehicle for the Traffic Safety Unit. The vehicle will be specially marked "DWI ENFORCEMENT", and assigned exclusively for the use of the Traffic Safety Unit.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

TSU will continuously monitor the number of impaired driving traffic crash fatalities , and the number of impaired driving arrests made.

## ADDITIONAL FUNDING SOURCES

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MIDWEST HIDTA, Initiative - Kansas Investigative Support Center  
2016 Funding Year (11/1/16 to 12/31/17)  
Allocated - \$58,431.00. Expended as of 10/16 - \$18,426.75. Balance Available - \$40,004.25

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
<b>Equipment</b>							
	Vehicle	Ford Interceptor Utility marked DWI ENFORCEMENT vehicle, with emergency equipment and installation.	1.00	\$36,435.63	\$36,435.63	\$0.00	\$36,435.63
					<b>\$36,435.63</b>	<b>\$0.00</b>	<b>\$36,435.63</b>
<b>Personnel</b>							
	Salary and Fringe	Unit Deputy Salary & Fringe 50 Unit Deputy Salary & Fringe 50%	1.00	\$167,372.44	\$167,372.44	\$0.00	\$167,372.44
					<b>\$167,372.44</b>	<b>\$0.00</b>	<b>\$167,372.44</b>
<b>Training</b>							
	Professional Development	MOPS DWI/Traffic annual conference, registration, lodging, meals, for all TSU members.	1.00	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00
					<b>\$3,200.00</b>	<b>\$0.00</b>	<b>\$3,200.00</b>
<b>Total Contract</b>					<b>\$207,008.07</b>	<b>\$0.00</b>	<b>\$207,008.07</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	UNIT APP.pdf	02/07/2017
WORD	County Authorization Form	feb21grantauthorization.p	02/23/2017

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$354,000.00 from the undesignated fund balance of the 2018 General Fund and awarding a contract for the replacement of the roof at the Eastern Jackson County Courthouse pursuant to RFP 52-18 to Delta Innovation Services of Kansas City, KS, at an actual cost to the County not to exceed \$354,000.00.

**ORDINANCE NO. 5169**, October 29, 2018

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Eastern Jackson County Courthouse is in need of a roof replacement, as the existing roof has exceeded its useful life expectancy and requires remediation; and,

WHEREAS, pursuant to RFP 52-18, the Director of Public Works has requested formal written proposals for the replacement of the roof, both as to method of replacement and price; and,

WHEREAS, the Director has performed the necessary investigation and research to enable him to recommend that the roof be replaced utilizing EPDM rubber material; and,

WHEREAS, the Director recommends that a contract be awarded, as a result of the competitively bid RFP 52-18, to Delta Innovation Services, Inc., of Kansas City, KS, as the lowest and best bidder; and,

WHEREAS, an appropriation is necessary in order to place the required funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2018 General Fund be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-2810	Undesignated Fund Balance	\$354,000	
Fac. Mgmt. Independence 001-1205	56510-Maint. & Repair Buildings		\$354,000

and,

BE IT FURTHER ORDAINED that the award be made as recommended by the Director of Public Works and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

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

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. 5169, introduced on October 29, 2018, was duly passed on \_\_\_\_\_, 2018 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. 5169.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive



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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$354,000.00

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

ACCOUNT NUMBER: 001 1205 56510  
ACCOUNT TITLE: General Fund  
Fac. Mgmt. Independence  
Maint. & Repair- Buildings  
NOT TO EXCEED: \$354,000.00

10/25/18  
Date


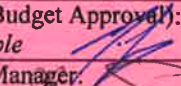
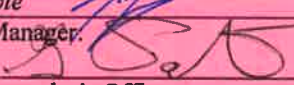
  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

Completed by County Counselor's Office:  
 Res/Ord No.: 5169  
 Sponsor(s): Greg Grounds  
 Date: October 29, 2018

OCT 24 2018

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer of Funds from the Undesignated Fund Balance of the General Fund and Execute a Contract for Services to Replace the Eastern Jackson County Courthouse Roof</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$354,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$354,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$354,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM: 001-9999-32810 Undesignated Fund Balance – General Fund</td> <td>\$354,000.00</td> </tr> <tr> <td>TO: 001-1205-56510 General Fund Building Maintenance and Repair</td> <td>\$354,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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:	\$354,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$354,000.00	Amount budgeted for this item * (including transfers):	\$354,000.00	Source of funding (name of fund) and account code number;		FROM: 001-9999-32810 Undesignated Fund Balance – General Fund	\$354,000.00	TO: 001-1205-56510 General Fund Building Maintenance and Repair	\$354,000.00
Amount authorized by this legislation this fiscal year:	\$354,000.00														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$354,000.00														
Amount budgeted for this item * (including transfers):	\$354,000.00														
Source of funding (name of fund) and account code number;															
FROM: 001-9999-32810 Undesignated Fund Balance – General Fund	\$354,000.00														
TO: 001-1205-56510 General Fund Building Maintenance and Repair	\$354,000.00														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):    n/a</p> <p>Prior resolutions and (date):    n/a</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Brian Gaddie, PE, Director of Public Works, 881-4496</p>														
<b>REQUEST SUMMARY</b>	<p>This Ordinance will transfer funds from the Undesignated Fund Balance of the General Fund into the Public Works Facilities Management account designated for maintenance and repair of the Eastern Jackson County Courthouse. The roof of this facility has surpassed its' useful life and requires remediation. Unfortunately, the rehabilitation of this facility completed in 2015 did not address the need for the roof replacement.</p> <p>Public Works has performed the due diligence necessary to arrive at the recommended solution of EPDM replacement. External roofing expertise has been provided by several sources that corroborates the recommended roofing solution for the Courthouse. In addition, replacing the EPDM material and the insulation beneath will result in increased long term energy efficiency for the building. A 20 year warranty accompanies this solution.</p>														

	<p>As a result of the competitively bid RFP 52-18, Delta Innovation Services has been selected as the preferred contractor to complete the roof replacement work. Delta provided the lowest bid and most concise approach for the preferred mitigation alternative and was therefore selected.</p> <p>In addition to the transfer of funds, we request that the County Executive be authorized to execute a contract with Delta Innovation Services for completion of the Eastern Jackson County Courthouse roof at a cost not to exceed \$354,000.00. Notice to proceed will be provided upon execution of the contract and the work is to be completed prior to the end of 2018.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Recommendation Letter, Quote and Scope Items	
REVIEW	Department Director: 	Date: 10-24-18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/24/18
	Division Manager: 	Date: 10-24-18
	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:
2870	Unencumbered Fund Balance	\$354,000.00

- 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: October 24, 2018

Ord # 5169

Department / Division	Character/Description	From	To
<b>001    General Fund</b>			
2810    Undesignated Fund Balance		\$ 354,000	-
1205    Fac. Mgmt Independence	56510    Maint. & Repair - Buildings	-	354,000

\_\_\_\_\_  
Budget Officer



## JACKSON COUNTY Facilities Management Division

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

Memorandum

To: Brian Gaddie, PE, Director of Public Works

From: Taylor MacDonald, Project Manager, Facilities Management Division

Date: October 12th, 2018

Re: EJCCH

As a result of the competitively bid RFP 52-18 for improvements to the Eastern Jackson County Courthouse, Delta Innovative Services has been given preference to complete this project based on pricing, experience and their approach to the work. Of the three options they provided: EPDM Overlay, EPDM Replace and TPO Replacement, the department of Public Works recommends the EPDM Replace as the best solution for the Eastern Jackson County Roof.

The EPDM replace is the preferred method at a cost of \$354,000 it's the second lowest option. It is the preferred method for the following reasons:

This option allows a 20 year warranty. A new 2.7" layer of polyisocyanurate insulation (GAF Manufacturer) will be loose laid as well as new tapered insulation layer. The new tapered layer is detailed by Delta in their set of drawings provided with their response. This should eliminate any ponding water on the middle and east roof section. New overflow scuppers and downspouts will be placed on the middle section, with channels cut in the insulation to allow water to travel. New ballast will eliminate the opportunity for debris to continue to damage the EPDM layer and walk pads reduce wear on EPDM layer. In addition building energy costs should decrease through the application of the new ISO insulation. Over the life of the roof (20 years), savings are anticipated to reach \$70,520 (\$3,523/year) as indicated in Table 2.

EMDM Overlay was considered, at an initial cost of \$250,000 it is the lowest option. It was decided against for the following reasons:

This option allows for a 20 year warranty, if installation is done within the requirements of the manufacturer. In order to meet the manufactures warranty (Johns Manville & GAF) any areas of wet substrate (insulation) must be removed and replaced. Delta provides a unit cost of \$3.65/SF to remove and replace wet insulation. The total square footage of the EJCCH is 21,662SF. The amount of wet substrate is unknown, however table 2 shows the associated costs at increasing intervals. No assumptions are made as to the percentage of insulation that will need to be removed and replaced. Additionally, this option will not utilize a tapered insulation layer, the current pitch of the roof will remain, thus continuing the problem with ponding on the middle and east roof section.

*Frank White, Jr., County Executive*



# JACKSON COUNTY Facilities Management Division

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

Table 1:

<b>RESULTS:</b>		
	<b>Existing</b>	<b>New</b>
<b>Annual Energy Loss (Kwh)</b>	<b>113,074</b>	<b>28,268</b>
<b>Annual Energy Cost (Heating)</b>	<b>\$985</b>	<b>\$246</b>
<b>Annual Energy Cost (Cooling)</b>	<b>\$3,713</b>	<b>\$928</b>
<b>Total Annual Energy Cost</b>	<b>\$4,698</b>	<b>\$1,174</b>
<b>Energy Cost (15 Years)</b>	<b>\$92,066</b>	<b>\$22,698</b>
<b>Annual Energy Savings</b>	<b>\$3,523</b>	
<b>Energy Savings (15 Years)</b>	<b>\$69,368</b>	
<b>Payback</b>	<b>21.59</b>	years

Table 2:

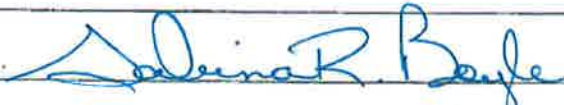
% of wet insulation replacement	25%	50%	75%	100%
New cost with replacement	\$269,766	\$289,533	\$309,299	\$329,066

**12.0 QUOTATION**

12.1 Total Price for EPDM Overlay of all 5 roof sections, per Section 6.3.1 \$ 250,000.00  
 Anticipated Project Duration Approx. 26 work days

12.2 Total Price for EPDM Replace of all 5 roof sections, per Section 6.3.2 \$ 354,000.00  
 Anticipated Project Duration Approx. 32 work days

12.3 Total Price for TPO for all 5 roof sections, per Section 6.3.3 \$ 423,000.00  
 Anticipated Project Duration Approx. 36 work days


SIGNATURE: 	DATE: 9-25-2018
NAME (PRINT): Sabina R. Boyle	PHONE: 913-371-7100
TITLE (PRINT): President	CELL: 816-808-1665
COMPANY NAME (PRINT) Delta Innovative Services, Inc.	FAX: 913-371-7107
E-MAIL ADDRESS (PRINT) dmarr@deltaservices.com	
E-MAIL ADDRESS FOR PO'S (PRINT) dmarr@deltaservices.com	
URL (PRINT): www.deltaservices.com	

Unit Costs:

- 1. Remove and replace wet insulation for EPDM Overlay Option: \$ 3.65 per square foot
- 2. Remove and replace deteriorated wood blocking \$ 4.65 per board foot

**12.0 QUOTATION**

12.1	Total Price for EPDM Overlay of all 5 roof sections, per Section 6.3.1	<b>\$ 347,600.00</b>
	Anticipated Project Duration	<b>2 months</b>
12.2	Total Price for EPDM Replace of all 5 roof sections, per Section 6.3.2	<b>\$ 431,500.00</b>
	Anticipated Project Duration	<b>2.5 months</b>
12.3	Total Price for TPO for all 5 roof sections, per Section 6.3.3	<b>\$ 512,500.00</b>
	Anticipated Project Duration	<b>2.5 months</b>

SIGNATURE: 	DATE: 09/21/2018
NAME (PRINT): Paul Coussens	PHONE: (816) 252-8300
TITLE (PRINT): Senior Vice President	CELL: (913) 752-7395
COMPANY NAME (PRINT) Cornell Roofing & Sheet Metal, Co.	FAX: (816) 252-8300
E-MAIL ADDRESS (PRINT) andrew@cornellroofing.com	
E-MAIL ADDRESS FOR PO'S (PRINT) andrew@cornellroofing.com	
URL (PRINT): www.cornellroofing.com	



**12.0 QUOTATION**

12.1	Total Price for EPDM Overlay of all 5 roof sections, per Section 6.3.1	\$ <u>361,745</u>
	Anticipated Project Duration	<u>30 Days</u>
12.2	Total Price for EPDM Replace of all 5 roof sections, per Section 6.3.2	\$ <u>516,618</u>
	Anticipated Project Duration	<u>60 Days</u>
12.3	Total Price for TPO for all 5 roof sections, per Section 6.3.3	\$ <u>539,891</u>
	Anticipated Project Duration	<u>60 Days</u>

SIGNATURE:	DATE: 09/25/2018
NAME (PRINT): Tom M. Caspari	PHONE: 573--636-7733
TITLE (PRINT): President	CELL:
COMPANY NAME (PRINT) Missouri Builders Service, Inc.	FAX: 573-636-7836
E-MAIL ADDRESS (PRINT) tmcaspari@missouribuilders.net	
E-MAIL ADDRESS FOR PO'S (PRINT) nklouzek@missouribuilders.net	
URL (PRINT):	

## 6.0 SCOPE OF SERVICES

- 6.1 The Successful Respondent shall furnish all labor, materials, tools, equipment and supervision required for **Re-roofing the Eastern Jackson County Courthouse**, located at 308 West Kansas Ave, Independence, MO 64050.
- 6.2 The Eastern Jackson County Courthouse consists of five roof areas: West Roof (9470 SF), Penthouse Roof (1290 SF), Middle Roof (5956 SF), East Roof (4988 SF), and Canopy Roof (2535 SF). **Prices quoted in this Request for Proposal should include the re-roofing of all five roof areas.**
- 6.3 Jackson County is requesting proposals for three different solutions to the current roofing conditions at the Eastern Jackson County Courthouse. The solutions are described in detail below. **Preference will be given to those Respondents who give pricing for all three solutions.**

### 6.3.1 EPDM Overlay

- 6.3.1.1 The Respondent must provide shop drawings for review and comment for the following components:

- 6.3.1.1.1 Layouts for crickets
- 6.3.1.1.2 Layouts for walk pads
- 6.3.1.1.3 Ballast – Submit phasing plan for approval, per Section 6.3.1.2
- 6.3.1.1.4 Protocol for end-of day “dry-in” efforts
- 6.3.1.1.5 Sheet metal flashings
- 6.3.1.1.6 Pre-fabricated PVC flashings/boots
- 6.3.1.1.7 Product data sheets for all components of roof system including adhesives, membranes, fasteners, etc
- 6.3.1.1.8 All roofing components must comply with their relevant ASTM Standards.

### 6.3.1.2 Ballast

- 6.3.1.2.1 Respondent has the option to either:

- 6.3.1.2.1.1 Reuse the Existing Ballast – the existing ballast contains scrap metal from past work. This must be filtered/removed before the ballast can be reused.
- 6.3.1.2.1.2 Remove the Existing Ballast and replace with new ballast. Removed ballast can be stock-piled onsite. Jackson County will be responsible for removal.

- 6.3.1.2.2 A Ballast Phasing Plan must be submitted with the Respondent’s proposal documents. This must be approved before any work may begin.

- 6.3.1.2.3 Which option is proposed must be clearly stated and explained in the proposal documents, and pricing must reflect the chosen option.

- 6.3.1.3 Remove and replace areas of wet substrate.

- 6.3.1.4 Remove existing EPDM base flashing and associated sheet metal flashings and trim.

- 6.3.1.5 Install a new separation layer consisting of 1” polyisocyanurate insulation to separate the existing membrane from the new membrane.

- 6.3.1.6 Install tapered polyisocyanurate insulation over the flat insulation to direct water toward existing room drains as follows:

- 6.3.1.6.1 West Roof – ¼ : 12 taper
- 6.3.1.6.2 Penthouse Roof – 1/8 : 12 taper

- 6.3.1.6.3 Middle Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
- 6.3.1.6.4 East Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
- 6.3.1.6.5 Canopy Roof – no tapered insulation necessary
- 6.3.1.7 Install a new 60 mil EPDM membrane over the tapered polyisocyanurate insulation
- 6.3.1.8 Install new 60 mil EPDM base flashings.
- 6.3.1.9 Install appropriate flashings at all roof penetrations, roof/wall intersections, etc.
- 6.3.1.10 Install overflow channels at perimeters of Middle Roof and East Roof as necessary to prevent over-loading of existing concrete structure.
- 6.3.1.11 Install new edge metals, termination bars, counter-flashings, etc. as appropriate.
- 6.3.1.12 Redistribute ballast, per option selected in Section 6.3.1.2.
- 6.3.1.13 Provide Jackson County with proposed roofing materials manufacturer.
- 6.3.1.14 Provide anticipated project duration.
- 6.3.1.15 Logistics plan must be submitted with the Respondent’s proposal documents that includes proposed material laydown area, any traffic control measures necessary, dumpster/equipment locations, etc.
- 6.3.2 **EPDM Replace**
  - 6.3.2.1 The Respondent must provide shop drawings for review and comment for the following components:
    - 6.3.2.1.1 Layouts for crickets
    - 6.3.2.1.2 Layouts for walk pads
    - 6.3.2.1.3 Ballast – Submit phasing plan for approval, per Section 6.3.2.2
    - 6.3.2.1.4 Protocol for end-of day “dry-in” efforts
    - 6.3.2.1.5 Sheet metal flashings
    - 6.3.2.1.6 Pre-fabricated PVC flashings/boots
    - 6.3.2.1.7 Product data sheets for all components of roof system including adhesives, membranes, fasteners, etc
    - 6.3.2.1.8 All roofing components must comply with their relevant ASTM Standards.
  - 6.3.2.2 Ballast
    - 6.3.2.2.1 Completely remove the existing ballasted EPDM roofs to bare deck. This includes the removal of river rock, felt protection layer, single-ply membrane, and insulation.
    - 6.3.2.2.2 Respondent has the option to either:
      - 6.3.2.2.2.1 Reuse the Existing Ballast – the existing ballast contains scrap metal from past work. This must be filtered/removed before the ballast can be reused.
      - 6.3.2.2.2.2 Remove the Existing Ballast and replace with new ballast. Removed ballast can be stock-piled onsite. Jackson County will be responsible for removal.
    - 6.3.2.2.3 A Ballast Phasing Plan must be submitted with the Respondent’s proposal documents. This must be approved before any work may begin.

- 6.3.2.2.4 Which option is proposed must be clearly stated and explained in the proposal documents, and pricing must reflect the chosen option.
- 6.3.2.2.5 All decks are concrete with the exception of the Penthouse Roof, which is a metal deck.
- 6.3.2.2.6 The West, Middle and East Roofs may have a vapor barrier of hot-mopped asphalt on the concrete decks.
- 6.2.2.2.7 A Ballast Phasing Plan must be submitted with the Respondent's proposal documents. This must be approved before any work may begin.
- 6.3.2.3 Completely remove all penetration flashings and wall flashings.
- 6.3.2.4 Completely remove all edge metal.
- 6.3.2.5 Install flat polyisocyanurate insulation over the field of all roofs as indicated below:
  - 6.3.2.5.1 West Roof – 2.7” thick
  - 6.3.2.5.2 Canopy Roof – 1.5” thick
  - 6.3.2.5.3 Penthouse Roof – 2.7” thick
  - 6.3.2.5.4 Middle Roof – 2.7” thick
  - 6.3.2.5.5 East Roof – 2.7” thick
- 6.3.2.6 Install tapered polyisocyanurate insulation over the flat insulation to direct water toward existing roof drains as follows:
  - 6.3.2.6.1 West Roof – ¼ : 12 taper
  - 6.3.2.6.2 Penthouse Roof – 1/8 : 12 taper
  - 6.3.2.6.3 Middle Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
  - 6.3.2.6.4 East Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
  - 6.3.2.6.5 Canopy Roof – no tapered insulation necessary
- 6.3.2.7 Install a new 60 mil EPDM membrane over the tapered polyisocyanurate insulation
- 6.3.2.8 Install new 60 mil EPDM base flashings.
- 6.3.2.9 Install appropriate flashings at all roof penetrations, roof/wall intersections, etc.
- 6.3.2.10 Install overflow channels at perimeters of Middle Roof and East Roof as necessary to prevent over-loading of existing concrete structure.
- 6.3.2.11 Install new edge metals, termination bars, counter-flashings, etc. as appropriate.
- 6.3.2.12 Redistribute ballast, per option selected in Section 6.3.2.2.
- 6.3.2.13 Provide Jackson County with proposed roofing materials manufacturer.
- 6.3.2.14 Provide anticipated project duration.
- 6.3.2.15 Logistics plan must be submitted with the Respondent's proposal documents that includes proposed material laydown area, any traffic control measures necessary, dumpster/equipment locations, etc.

**6.3.3 TPO – Tear off and Re-roof**

- 6.3.3.1 The Respondent must provide shop drawings for review and comment for the following components:
  - 6.3.3.1.1 Layouts for crickets
  - 6.3.3.1.2 Layouts for walk pads
  - 6.3.3.1.3 Protocol for end-of-day “dry-in” efforts
  - 6.3.3.1.4 Sheet metal flashings
  - 6.3.3.1.5 Pre-fabricated PVC flashings/boots
  - 6.3.3.1.6 Product data sheets for all components of roof system including adhesives, membranes, fasteners, etc.
  - 6.3.3.1.7 ALL roofing components must comply with their relevant ASTM Standards.
- 6.3.3.2 Ballast
  - 6.3.3.2.1 Completely remove the existing ballasted EPDM roofs to bare deck. This includes the removal of river rock, felt protection layer, single-ply membrane, and insulation.
  - 6.3.3.2.2 All decks are concrete with the exception of the Penthouse Roof, which is a metal deck.
  - 6.3.3.2.3 The West, Middle and East Roofs may have a vapor barrier of hot-mopped asphalt on the concrete decks.
- 6.3.3.3 Completely remove all penetration flashings and wall flashings.
- 6.3.3.4 Completely remove all edge metal.
- 6.3.3.5 Install additional wood mailer boards at the perimeter of the Penthouse, Middle and East Roofs as necessary to accommodate thicker insulation as needed
- 6.3.3.6 Install flat polyisocyanurate insulation over the field of all roofs utilizing low-rise foam adhesive as indicated below:
  - 6.3.3.6.1 West Roof – 2.7” thick
  - 6.3.3.6.2 Canopy Roof – 1.5” thick
  - 6.3.3.6.3 Penthouse Roof – 2.7” thick
  - 6.3.3.6.4 Middle Roof – 2.7” thick
  - 6.3.3.6.5 East Roof – 2.7” thick
- 6.3.3.7 Using low-rise spray foam adhesive, install tapered polyisocyanurate insulation over the flat insulation to direct water toward existing roof drains as follows:
  - 6.3.2.7.1 West Roof – ¼ : 12 taper
  - 6.3.2.7.2 Penthouse Roof – 1/8 : 12 taper
  - 6.3.2.7.3 Middle Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
  - 6.3.2.7.4 East Roof – 1/8 : 12 taper, subject to change after field-verifying slope of existing concrete deck
  - 6.3.2.7.5 Canopy Roof – no tapered insulation necessary
- 6.3.3.8 Install ¾” thick cover board on polyisocyanurate insulation on all roofs. Adhere with low-rise spray foam.
- 6.3.3.9 Install 60 mil white fleece-back PVC single-ply membrane over the cover board utilizing low-rise spray foam adhesive. Membrane must meet the SDTM Standard tests as detailed in Section 1507.13 in the 2012 IBC.
- 6.3.3.10 Install appropriate flashings at all roof penetrations, roof/wall intersections, etc.

- 6.3.3.11 Install overflow channels at perimeters of Middle Roof and East Roof as necessary to prevent over-loading of existing concrete structure.
- 6.3.3.12 Install new edge metals, termination bars, counter-flashings, etc. as appropriate.
- 6.3.3.13 Provide Jackson County with proposed roofing materials manufacturer.
- 6.3.3.14 Provide project duration.
- 6.3.3.15 Logistics plan must be submitted with the Respondent's proposal documents that includes proposed material laydown area, any traffic control measures necessary, dumpster/equipment locations, etc.

#### 6.4 RESPONSIBILITIES OF SUCCESSFUL RESPONDENT

- 6.4.1 Supply all personnel, equipment, supplies and services to complete the requested project.
- 6.4.2 "Drying-in" the roof at the end of each work day to prevent water infiltration overnight or over weekends.
- 6.4.3 Site Cleanup – The Successful Respondent shall remove from the premises and properly dispose of all waste material and debris resulting from all work on a daily basis. This Successful Respondent shall keep packaging, waste and debris picked up as the work progresses. The job site shall be left neat and clean.
- 6.4.4 Site Work – The Successful Respondent shall conduct their work in manner that will eliminate hazards to person and property in the area. Areas under construction shall be marked with temporary barricades, ribbon or other methods necessary to provide safety warning to the public.
  - 6.4.4.1 Successful Respondent shall provide temporary fall protection around work areas.
  - 6.4.4.2 Successful Respondent shall provide traffic control, if necessary.
- 6.4.5 Protection of Property – The Successful Respondent shall protect adjacent improvements from work in progress (landscaping, sidewalks, flooring, etc.). Any damage caused by the Successful caused by the Successful Respondent shall be repaired at the Successful Respondent's expense. The Successful Respondent shall be responsible to leave all job sites in a condition as near as possible to that which existed prior to any work. The Successful Respondent shall include site worker protection.

#### 6.5 GUARANTEES AND WARRANTIES

- 6.5.1 All roof systems furnished and installed under this contract shall be unconditionally guaranteed by the Successful Respondent for a minimum of one (2) years from the date of completion of the work by the Successful Respondent against any and all defects in materials, workmanship and installation.
- 6.5.2 In addition, the Successful Respondent shall provide a 20-year warranty for single-ply EPDM or PVC membrane, whichever option is chosen by Jackson County.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$18,000.00 within the 2018 Health Fund to cover the cost of office furniture and fixtures for use by the Environmental Health Division of the Public Works Department.

**RESOLUTION NO. 20026**, October 29, 2018

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has a need to update its offices within the Road and Bridge Service Center to accommodate newly added associates; and,

WHEREAS, all proposed purchases will be made from existing County term and supply vendors; and,

WHEREAS, a transfer is necessary to cover these costs; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2018 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
Environmental Health			
002-1503	55010-Regular Salaries	\$18,000	
002-1503	58150-Office Furniture & Fixtures		\$18,000

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. 20026 of October 29, 2018, as duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 002 1503 55010  
ACCOUNT TITLE: Health Fund  
Environmental Health  
Regular Salaries  
NOT TO EXCEED: \$18,000.00

10/25/18  
Date

  
Chief Administrative Officer

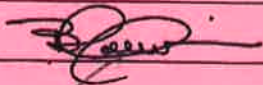

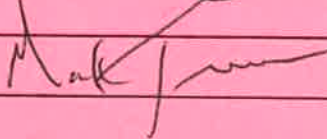


**REQUEST FOR LEGISLATIVE ACTION  
EXECUTIVE OFFICE**

Completed by County Counselor's Office:  
Res/Ord No.: 20026  
Sponsor(s): Greg Grounds  
Date: October 29, 2018

OCT 18 2018

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Transferring \$18,000 of salary savings within the Health Fund to update the Environmental Health Division offices within the Road and Bridge facility of Public Works.</p>												
<p><b>BUDGET INFORMATION</b> <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>\$18,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$18,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$18,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Regular salaries \$18,000</td> <td>FROM ACCT 002-1503-5010</td> </tr> <tr> <td>To: Office furniture &amp; fixtures \$18,000</td> <td>TO ACCT 002-1503-58150</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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:	\$18,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$18,000	Amount budgeted for this item * (including transfers):	\$18,000	Source of funding (name of fund) and account code number; FROM Regular salaries \$18,000	FROM ACCT 002-1503-5010	To: Office furniture & fixtures \$18,000	TO ACCT 002-1503-58150
Amount authorized by this legislation this fiscal year:	\$18,000												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$18,000												
Amount budgeted for this item * (including transfers):	\$18,000												
Source of funding (name of fund) and account code number; FROM Regular salaries \$18,000	FROM ACCT 002-1503-5010												
To: Office furniture & fixtures \$18,000	TO ACCT 002-1503-58150												
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):   Prior resolutions and (date):</p>												
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Deb Sees, Environmental Health Administrator, 816-847-7070</p>												
<p><b>REQUEST SUMMARY</b></p>	<p>Requesting \$18,000 from soft savings in salaries be transferred to office furniture and fixtures for a project to improve the Environmental Health offices within the Road and Bridge facility and to accommodate newly added Environmental Health Division associates. All furniture, materials and labor will be supplied by an existing County term and supply contractor.</p>												
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
<p><b>ATTACHMENTS</b></p>	<p>Bid from Alliance furniture.</p>												

REVIEW	Department Director: Brian Gaddie, PE 	Date: 9.27.10
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/18/10
	Division Manager: 	Date: 10/18/10
	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:
<del>002-1503-5010</del>	Salaries	<del>\$18,000</del>

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

**Fiscal Note:**


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

PC# \_\_\_\_\_

Date: October 18, 2018

RES # 20026

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>002 Health Fund</b>			
1503 Environmental Health	55010 Regular Salaries	\$ 18,000	-
1503 Environmental Health	58150 Office Furniture & Fixtures	-	18,000
		<u>\$ 18,000</u>	<u>\$ 18,000</u>

 10/18/18  
 \_\_\_\_\_  
 Budget Officer

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$56,200.00 within the 2018 Special Obligation Bond Fund to cover the cost of additional right-of-way acquisitions, accepting the conveyance of certain property interests, and authorizing payment to certain property owners for permanent trail easements, permanent drainage easements, and temporary construction easements for the construction of the Rock Island Shared Use Path, at an actual aggregate cost to the County in the amount of \$56,200.00.

**RESOLUTION NO. 20027**, October 29, 2018

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Rock Island Corridor Authority requests payment to nine property owners for permanent trail easements, permanent drainage easements, and temporary construction easements for the construction of the Rock Island Shared Use Path; and,

WHEREAS, the nine property owners are Jeffrey A. Langerock, Raytown Road Properties, LLC, Cirese Real Estate Holdings, LP, Professional Office Buildings, LLC, the Raytown Chamber of Commerce Building Foundations, Inc., Tapan and Sudha Chaudhuri, Jason and Jody Starforth, and the Lakewood Estates Homes Association; and,

WHEREAS, one property was acquired from the Land Trust of Jackson County for no monetary consideration; and,

WHEREAS, the required interests in remaining eight tracts were appraised by Bliss and Associates at the aggregate value of \$56,200.00; and,

WHEREAS, a transfer is needed to place the necessary funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2018 Special Obligation Bonds Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Obligation Bonds Fund Rock Island Rail Corridor Auth.			
014-3601	58020- Buildings & Improvements	\$56,200	
014-3601	58010- Land & Right of Way		\$56,200

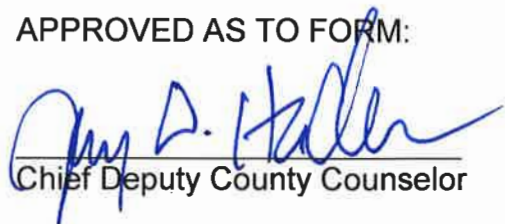
and,

BE IT FURTHER RESOLVED that the identified interests in real property be and hereby are accepted; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to issue checks totaling \$56,200.00 to the identified property owners.

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 Resolution, Resolution No. 20027 of October 29, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absents \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 014 3601 58020  
ACCOUNT TITLE: Special Obligation Bond Fund  
Rock Island Rail Corridor Auth.  
Buildings & Improvements  
NOT TO EXCEED: \$56,200.00

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

ACCOUNT NUMBER: 014 3601 58010  
ACCOUNT TITLE: Special Obligation Bond Fund  
Rock Island Rail Corridor Auth.  
Land & Right of Way  
NOT TO EXCEED: \$56,200.00

10/25/18  
Date

  
Chief Administrative Officer



REQUEST FOR LEGISLATIVE ACTION  
EXECUTIVE OFFICE

OCT 18 2018

Completed by County Counselor's Office:  
Res/~~Ord~~ No.: 20027  
Sponsor(s): Tony Miller  
Date: October 29, 2018

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing payment to certain property owners for permanent trail easements, permanent drainage easements, and temporary construction easements for the construction of the Rock Island Shared Use Path, and <i>transferring</i> funds for additional right-of-way acquisition.</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>\$ 56,200</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ 0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ 56,200</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ 56,200</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM ACCT: 014-3601-58020 Special Obligation Bond Proceeds - Buildings &amp; Improvements</td> <td>FROM AMT: \$ 56,200</td> </tr> <tr> <td>014-3601-58010 Special Obligation Bond Proceeds Land &amp; Right of Way</td> <td>TO AMT: \$ 56,200</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is:</p> <p>OTHER FINANCIAL INFORMATION:  <input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$ 56,200	Amount previously authorized this fiscal year:	\$ 0	Total amount authorized after this legislative action:	\$ 56,200	Amount budgeted for this item * (including transfers):	\$ 56,200	Source of funding (name of fund) and account code number;		FROM ACCT: 014-3601-58020 Special Obligation Bond Proceeds - Buildings & Improvements	FROM AMT: \$ 56,200	014-3601-58010 Special Obligation Bond Proceeds Land & Right of Way	TO AMT: \$ 56,200													
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014-3601-58010 Special Obligation Bond Proceeds Land & Right of Way	TO AMT: \$ 56,200																											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):          Prior resolutions and (date):</p>																											
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Matt Davis, Program Coordinator, 816-503-4849</p>																											
<p>REQUEST SUMMARY</p>	<p>9 tracts of land are required for temporary construction easements and permanent easements for construction of the Rock Island Shared Use Path for a total value of \$56,100. 1 tract has been acquired by the Land Trust of Jackson County for no monetary consideration. The remaining 8 tracts have been negotiated by Bliss and Associates for a total value of \$56,200. Design changes eliminated the need for 4 other tracts. A total of \$56,200 in appropriations is being requested from the Rock Island Bond Proceeds fund. RIRCA is also requesting the County Legislature's approval of the acquisition of the following properties.</p> <table border="1"> <thead> <tr> <th>Tract</th> <th>Owner</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Tract 1:</td> <td>Jeffrey A. Langerock</td> <td>\$ 9,300</td> </tr> <tr> <td>Tract 3:</td> <td>Raytown Road Properties, LLC</td> <td>\$ 7,500</td> </tr> <tr> <td>Tract 4:</td> <td>Cirese Real Estate Holdings, LP</td> <td>\$ 600</td> </tr> <tr> <td>Tract 5:</td> <td>Professional Office Buildings, LLC</td> <td>\$ 1,200</td> </tr> <tr> <td>Tract 6:</td> <td>Raytown Chamber of Commerce Building Foundation, Inc.</td> <td>\$ 26,300</td> </tr> <tr> <td>Tract 7:</td> <td>Tapan and Sudha Chaudhuri</td> <td>\$ 3,200</td> </tr> <tr> <td>Tract 10:</td> <td>Jason and Jody Starforth</td> <td>\$ 7,500</td> </tr> <tr> <td>Tract 11:</td> <td>Lakewood Estates Homes Association</td> <td>\$ 600</td> </tr> </tbody> </table>	Tract	Owner	Value	Tract 1:	Jeffrey A. Langerock	\$ 9,300	Tract 3:	Raytown Road Properties, LLC	\$ 7,500	Tract 4:	Cirese Real Estate Holdings, LP	\$ 600	Tract 5:	Professional Office Buildings, LLC	\$ 1,200	Tract 6:	Raytown Chamber of Commerce Building Foundation, Inc.	\$ 26,300	Tract 7:	Tapan and Sudha Chaudhuri	\$ 3,200	Tract 10:	Jason and Jody Starforth	\$ 7,500	Tract 11:	Lakewood Estates Homes Association	\$ 600
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	<b>Total:</b>	<b>\$56,200</b>
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	Recorded Payment Letters and Easements for Tract 1, 3, 4, 5, 6, 8, 10, and 11 Appraisals provided on request	
REVIEW	Department Director: 	Date: 10/16/18
	Finance (Budget Approval): <i>If applicable</i>	Date: 10/16/18
	Division Manager: 	Date: 10-18-18
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**Fiscal Note:**


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

PC# \_\_\_\_\_

Date: October 18, 2018

RES # 20027

Department / Division	Character/Description	From	To
<b>014 Special Obligation Bonds Fund</b>			
3601 Rock Island Rail Corridor Auth.	58020 Buildings & Improvements	\$ 56,200	-
3601 Rock Island Rail Corridor Auth.	58010 Land & Right of Way	-	56,200
		\$ 56,200	\$ 56,200

 10/18/18  
\_\_\_\_\_  
Budget Officer

Payment Letter

Rock Island Rail Corridor Shared Use Project

October 15, 2018

Tract No.: 11

Owner: Lakewood Estates Homes Association

Property Address: North of 7100 Harvard Avenue

Raytown, MO 64133

Mailing Address: c/o Dale Perry

10901 E. 71<sup>st</sup> Terrace

Raytown, MO 64133

Payment for:

5,714 sf Permanent Trail Easement and 12,226 sf Temporary Construction Easement.

**TOTAL PAYMENT = \$600.00**

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
10/16/2018 10:24:24 AM  
INSTRUMENT TYPE: EASE FEE: \$13.25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE  
**2018E0089945**

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document:* Temporary Construction Easement

*Date of Document:* October 15, 2018

*Grantor:* Lakewood Estates Homes Association

*Grantee:* Rock Island Rail Corridor Authority

*Mailing Address (Grantee):* 415 E. 12<sup>th</sup> St. 4-MN, Kansas City, Missouri 64106

*Legal description:* **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LOCATED IN TRACT D, LAKEWOOD ESTATES, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID TRACT D, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 44°55'34" WEST, A DISTANCE OF 16.01 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING 22.58 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+10.18; THENCE SOUTH 36°03'57" EAST, A DISTANCE OF 127.62 FEET TO A POINT 40.14 FEET RIGHT OF CENTERLINE STATION 533+33.92; THENCE SOUTH 42°50'00" EAST, A DISTANCE OF 3.59 FEET TO A POINT 40.39 FEET RIGHT OF CENTERLINE STATION 533+37.50; THENCE SOUTH 49°42'21" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.57 FEET TO A POINT 35.95 FEET RIGHT OF CENTERLINE STATION 534+27.96; THENCE SOUTH 53°53'30" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 128.42 FEET TO A POINT 25.32 FEET RIGHT OF CENTERLINE STATION 535+50.44; THENCE NORTH 77°11'34" WEST, A DISTANCE OF 65.80 FEET TO A POINT 53.51 FEET RIGHT OF CENTERLINE STATION 534+98.62; THENCE NORTH 53°44'41" WEST, A DISTANCE OF 330.35 FEET TO A POINT 102.18 FEET RIGHT OF CENTERLINE STATION 531+78.68; THENCE SOUTH 69°20'49" EAST, A DISTANCE OF 38.93 FEET TO A POINT 84.40 FEET RIGHT OF CENTERLINE STATION 532+13.31; THENCE NORTH 44°55'34" EAST, A DISTANCE OF 61.90 FEET TO THE **POINT OF BEGINNING**.

THE TRACT DESCRIBED ABOVE CONTAINS 12,226 SQUARE FEET OR 0.280 ACRES, MORE OR LESS.

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 15th day of October, 2018 by and between, Lakewood Estates Homes Association, of Jackson County, Missouri, Grantors and parties of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part.

GRANTEE'S ADDRESS: 415 E. 12<sup>th</sup> St. 4-MN, Kansas City, Missouri 64106

Grantors, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LOCATED IN TRACT D, LAKEWOOD ESTATES, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

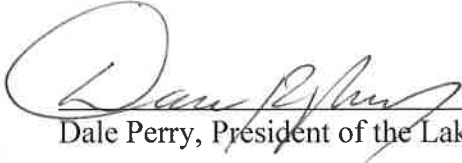
**COMMENCING** AT THE NORTHEAST CORNER OF SAID TRACT D, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 44°55'34" WEST, A DISTANCE OF 16.01 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING 22.58 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+10.18; THENCE SOUTH 36°03'57" EAST, A DISTANCE OF 127.62 FEET TO A POINT 40.14 FEET RIGHT OF CENTERLINE STATION 533+33.92; THENCE SOUTH 42°50'00" EAST, A DISTANCE OF 3.59 FEET TO A POINT 40.39 FEET RIGHT OF CENTERLINE STATION 533+37.50; THENCE SOUTH 49°42'21" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.57 FEET TO A POINT 35.95 FEET RIGHT OF CENTERLINE STATION 534+27.96; THENCE SOUTH 53°53'30" EAST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 128.42 FEET TO A POINT 25.32 FEET RIGHT OF CENTERLINE STATION 535+50.44; THENCE NORTH 77°11'34" WEST, A DISTANCE OF 65.80 FEET TO A POINT 53.51 FEET RIGHT OF CENTERLINE STATION 534+98.62; THENCE NORTH 53°44'41" WEST, A DISTANCE OF 330.35 FEET TO A POINT 102.18 FEET RIGHT OF CENTERLINE STATION 531+78.68; THENCE SOUTH 69°20'49" EAST, A DISTANCE OF 38.93 FEET TO A POINT 84.40 FEET RIGHT OF CENTERLINE STATION 532+13.31; THENCE NORTH 44°55'34" EAST, A DISTANCE OF 61.90 FEET TO THE **POINT OF BEGINNING**.

THE TRACT DESCRIBED ABOVE CONTAINS 12,226 SQUARE FEET OR 0.280 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

  
Dale Perry, President of the Lakewood Estates Homes Association

**ACKNOWLEDGMENT BY AN INDIVIDUAL**

STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 15th day of October, 2018, appeared Dale Perry, president of the Lakewood Estates Homes Association, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
Notary Public

My Commission Expires: \_\_\_\_\_



TRACT NO.: 11  
PARCEL ID NO.: 45-610-15-12-00-0-00-000  
45-640-03-75-00-0-00-000  
OWNERS NAME: LAKEWOOD ESTATES HOMES ASSOCIATION  
SITUS ADDRESS: NORTH OF 7100 HARVARD AVENUE  
RAYTOWN, MISSOURI 64133  
MAILING ADDRESS: 10901 E. 71<sup>ST</sup> TERRACE  
RAYTOWN, MISSOURI 64133

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
10/16/2018 10:24:24 AM

INSTRUMENT TYPE: EASE FEE: \$13.25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE  
2018E0089946

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document:* Permanent Trail Easement

*Date of Document:* October 15, 2018

*Grantor:* Lakewood Estates Homes Association

*Grantee:* Rock Island Rail Corridor Authority

*Mailing Address (Grantee):* 415 E. 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

*Legal description:* **PERMANENT TRAIL EASEMENT:**

A TRACT OF LAND FOR **PERMANENT TRAIL EASEMENT** PURPOSES LOCATED IN TRACT D, LAKEWOOD ESTATES, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID TRACT D, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND BEING 7.06 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+09.39, AS NOW ESTABLISHED; THENCE SOUTH 45°04'25" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.93 FEET TO TO A POINT 6.91 FEET RIGHT OF CENTERLINE STATION 532+12.32; THENCE SOUTH 35°57'38" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 130.31 FEET TO A POINT 24.88 FEET RIGHT OF CENTERLINE STATION 533+37.04; THENCE SOUTH 49°42'21" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.02 FEET TO A POINT 20.47 FEET RIGHT OF CENTERLINE STATION 534+26.95; THENCE SOUTH 53°53'40" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 163.54 FEET TO A POINT 16.22 FEET RIGHT OF CENTERLINE STATION 535+85.52; THENCE NORTH 77°11'34" WEST, A DISTANCE OF 39.20 TO A POINT 25.32 FEET RIGHT OF CENTERLINE STATION 535+50.44; THENCE NORTH 53°53'30" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 128.42 FEET TO A POINT 35.95 FEET RIGHT OF CENTERLINE STATION 534+27.96; THENCE NORTH 49°42'21" WEST, A DISTANCE OF 90.57 FEET TO A POINT 40.39 FEET RIGHT OF CENTERLINE STATION 533+37.50; THENCE NORTH 42°50'00" WEST, A DISTANCE OF 3.59 FEET TO A POINT 40.14 FEET RIGHT OF CENTERLINE STATION 533+33.92; THENCE NORTH 36°03'57" WEST, A DISTANCE OF 127.62 FEET TO A POINT 22.58 FEET RIGHT OF CENTERLINE STATION 532+10.18; THENCE NORTH 44°55'34" EAST, A DISTANCE OF 16.01 FEET TO THE **POINT OF BEGINNING**.



THE TRACT DESCRIBED ABOVE CONTAINS 5,714 SQUARE FEET OR 0.131 ACRES, MORE OR LESS.

## PERMANENT TRAIL EASEMENT

THIS AGREEMENT, made this 15th day of October, 2018, by and between Lakewood Estates Homes Association, Grantor, and the Rock Island Rail Corridor Authority, Grantee.

GRANTEE'S ADDRESS: 415 E. 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent trail easement in real estate in the County of Jackson, State of Missouri, to wit:

### PERMANENT TRAIL EASEMENT :

A TRACT OF LAND FOR **PERMANENT TRAIL EASEMENT** PURPOSES LOCATED IN TRACT D, LAKEWOOD ESTATES, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

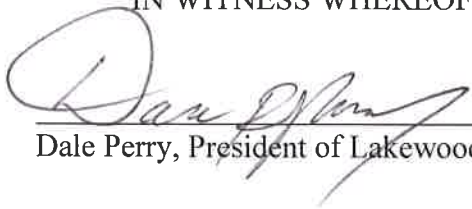
**BEGINNING** AT THE NORTHEAST CORNER OF SAID TRACT D, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND BEING 7.06 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+09.39, AS NOW ESTABLISHED; THENCE SOUTH 45°04'25" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.93 FEET TO TO A POINT 6.91 FEET RIGHT OF CENTERLINE STATION 532+12.32; THENCE SOUTH 35°57'38" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 130.31 FEET TO A POINT 24.88 FEET RIGHT OF CENTERLINE STATION 533+37.04; THENCE SOUTH 49°42'21" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.02 FEET TO A POINT 20.47 FEET RIGHT OF CENTERLINE STATION 534+26.95; THENCE SOUTH 53°53'40" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 163.54 FEET TO A POINT 16.22 FEET RIGHT OF CENTERLINE STATION 535+85.52; THENCE NORTH 77°11'34" WEST, A DISTANCE OF 39.20 TO A POINT 25.32 FEET RIGHT OF CENTERLINE STATION 535+50.44; THENCE NORTH 53°53'30" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 128.42 FEET TO A POINT 35.95 FEET RIGHT OF CENTERLINE STATION 534+27.96; THENCE NORTH 49°42'21" WEST, A DISTANCE OF 90.57 FEET TO A POINT 40.39 FEET RIGHT OF CENTERLINE STATION 533+37.50; THENCE NORTH 42°50'00" WEST, A DISTANCE OF 3.59 FEET TO A POINT 40.14 FEET RIGHT OF CENTERLINE STATION 533+33.92; THENCE NORTH 36°03'57" WEST, A DISTANCE OF 127.62 FEET TO A POINT 22.58 FEET RIGHT OF CENTERLINE STATION 532+10.18; THENCE NORTH 44°55'34" EAST, A DISTANCE OF 16.01 FEET TO THE **POINT OF BEGINNING**.

THE TRACT DESCRIBED ABOVE CONTAINS 5,714 SQUARE FEET OR 0.131 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said party of the first part hereby covenants that it is lawfully seized

of an indefeasible estate in fee in the premises from which the permanent trail easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above on October 15, 2018.

  
\_\_\_\_\_  
Dale Perry, President of Lakewood Estates Homes Association

**ACKNOWLEDGMENT BY AN INDIVIDUAL**

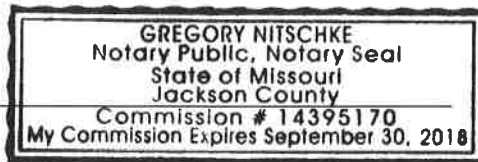
STATE OF MISSOURI    )  
                                  )SS  
COUNTY OF JACKSON    )

On this 15th day of October, 2018, appeared Dale Perry, President of Lakewood Estates Homes Association, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



TRACT NO.: 11  
PARCEL ID NOS.: 45-610-15-12-00-0-00-000  
45-640-03-75-00-0-00-000  
OWNERS NAME: LAKEWOOD ESTATES HOMES ASSOCIATION  
SITUS ADDRESS: NORTH OF 7100 HARVARD AVENUE, RAYTOWN, MISSOURI  
MAILING ADDRESS: 10901 E. 71<sup>st</sup> TERRACE  
RAYTOWN, MISSOURI

**Payment Letter**

**Rock Island Rail Corridor Shared Use Project**

August 15, 2018

Tract No.: 1

Owner: Jeffrey A. Langerock

Property Address: 4715 Blue Ridge Cutoff

Kansas City, MO 64133

Mailing Address: PO Box 478

Independence, MO 64051

Payment for 38,402sf Temporary Construction Easement = **\$9,300.00**

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
08/20/2018 11:39:11 AM

INSTRUMENT TYPE EASE FEE \$13 25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0072844

Robert T. Wall, Director Recorder Of Deeds

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*Title of Document*      Temporary Construction Easement

*Date of Document*      August 15, 2018

*Grantor*                Jeffrey A Langerock

*Grantee*                Rock Island Rail Corridor Authority

*Mailing Address (Grantee)*    415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description*      TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983 WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST OF SAID SECTION 29, SAID POINT BEING 494.81 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 263+66.94, AS NOW ESTABLISHED, THENCE NORTH 86°59'51" WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION LINE, A DISTANCE OF 9.85 FEET TO A POINT 500.82 FEET RIGHT OF CENTERLINE STATION 263+58.23 AND BEING ON THE EAST RIGHT OF WAY LINE OF BLUE RIDGE CUTOFF AS PREVIOUSLY ESTABLISHED, THENCE NORTH 03°07'09" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 50.46 FEET TO A POINT 460.68 FEET RIGHT OF CENTERLINE STATION 263+24.25, THENCE SOUTH 86°07'17" EAST A DISTANCE OF 506.24 FEET TO A POINT 142.86 FEET RIGHT OF CENTERLINE STATION 267+45.26, THENCE NORTH 38°14'32" WEST, A DISTANCE OF 109.03 FEET TO A POINT 129.23 FEET RIGHT OF CENTERLINE STATION 266+33.91, THENCE NORTH 00°21'51" WEST, A DISTANCE OF 83.89 FEET TO A POINT 68.79 FEET RIGHT OF CENTERLINE STATION 265+74.48, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 46°32'52" EAST, A RADIUS OF 5629.58 FEET, FOR AN ARC DISTANCE OF 58.67 FEET TO A POINT 68.69 FEET RIGHT OF CENTERLINE STATION 266+34.01, THENCE SOUTH 43°45'02" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT 118.69 FEET RIGHT OF CENTERLINE STATION 266+34.16, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 44°58'16" EAST, A RADIUS OF 5578.66 FEET, FOR AN ARC DISTANCE OF 248.94 FEET TO A POINT 117.16 FEET RIGHT OF CENTERLINE STATION 268+88.13, THENCE SOUTH

43°41'32" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100 55 FEET TO A POINT 117 08 FEET RIGHT OF CENTERLINE STATION 269+88 67, THENCE SOUTH 81°10'23" WEST, A DISTANCE OF 56 49 FEET TO A POINT 163 46 FEET RIGHT OF CENTERLINE STATION 269+56 42, THENCE NORTH 38°14'22" WEST, A DISTANCE OF 141 92 FEET TO A POINT 150 03 FEET RIGHT OF CENTERLINE STATION 268+14 40, THENCE NORTH 86°07'17" WEST, A DISTANCE OF 521 24 FEET TO A POINT 482 73 FEET RIGHT OF CENTERLINE STATION 263+84 27, SAID POINT BEING ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTH 86°59'51" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 19 70 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 38,402 SQUARE FEET OR 0 88 ACRES, MORE OR LESS

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of August, 2018 by and between, Jeffrey A Langerock, of Jackson County, Missouri, Grantor and party of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

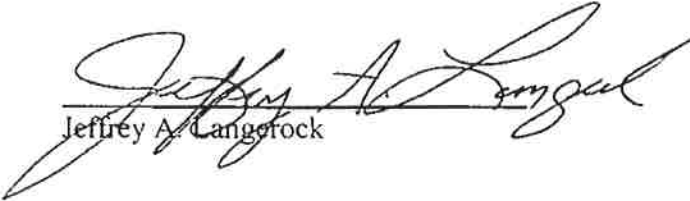
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST OF SAID SECTION 29, SAID POINT BEING 494 81 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 263+66 94, AS NOW ESTABLISHED, THENCE NORTH 86°59'51" WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 9 85 FEET TO A POINT 500 82 FEET RIGHT OF CENTERLINE STATION 263+58 23 AND BEING ON THE EAST RIGHT OF WAY LINE OF BLUE RIDGE CUTOFF, AS PREVIOUSLY ESTABLISHED, THENCE NORTH 03°07'09" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 50 46 FEET TO A POINT 460 68 FEET RIGHT OF CENTERLINE STATION 263+24 25, THENCE SOUTH 86°07'17" EAST, A DISTANCE OF 506 24 FEET TO A POINT 142 86 FEET RIGHT OF CENTERLINE STATION 267+45 26, THENCE NORTH 38°14'32" WEST, A DISTANCE OF 109 03 FEET TO A POINT 129 23 FEET RIGHT OF CENTERLINE STATION 266+33 91, THENCE NORTH 00°21'51" WEST, A DISTANCE OF 83 89 FEET TO A POINT 68 79 FEET RIGHT OF CENTERLINE STATION 265+74 48, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 46°32'52" EAST, A RADIUS OF 5629 58 FEET, FOR AN ARC DISTANCE OF 58 67 FEET TO A POINT 68 69 FEET RIGHT OF CENTERLINE STATION 266+34 01, THENCE SOUTH 43°45'02" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 50 00 FEET TO A POINT 118 69 FEET RIGHT OF CENTERLINE STATION 266+34 16, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 44°58'16" EAST, A RADIUS OF 5578 66 FEET, FOR AN ARC DISTANCE OF 248 94 FEET TO A POINT 117 16 FEET RIGHT OF CENTERLINE STATION 268+88 13, THENCE SOUTH 43°41'32" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100 55 FEET TO A POINT 117 08 FEET RIGHT OF CENTERLINE STATION 269+88 67, THENCE SOUTH 81°10'23" WEST, A DISTANCE OF 56 49 FEET TO A POINT 163 46 FEET RIGHT OF CENTERLINE STATION 269+56 42, THENCE NORTH 38°14'22" WEST, A DISTANCE OF 141 92 FEET TO A POINT 150 03 FEET RIGHT OF CENTERLINE STATION 268+14 40, THENCE NORTH 86°07'17" WEST, A DISTANCE OF 521 24 FEET TO A POINT 482 73 FEET RIGHT OF CENTERLINE STATION 263+84.27, SAID POINT BEING ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTH 86°59'51" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 19 70 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 38,402 SQUARE FEET OR 0 88 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns, the said party of the first part hereby covenants that he is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that he has good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written


  
Jeffrey A. Langerock

**ACKNOWLEDGMENT BY AN INDIVIDUAL**

STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 15<sup>th</sup> day of AUGUST, 2018, appeared Jeffrey A Langerock, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

  
Notary Public

My Commission Expires September 30, 2018



TRACT NO 1  
PARCEL ID NO 32-520-08-04-00-0-00-000  
OWNERS NAME JEFFREY A LANGEROCK  
SITUS ADDRESS 4715 BLUE RIDGE CUT OFF  
KANSAS CITY, MISSOURI 64133  
MAILING ADDRESS 13801 E 35<sup>TH</sup> STREET  
INDEPENDENCE, MISSOURI 64055



Payment Letter

Rock Island Rail Corridor Shared Use Project

September 7, 2018

Tract No. 3

Owner: Raytown Road Properties, LLC

Property Address: 5401 Raytown Road  
Raytown, MO 64133

Mailing Address: 5401 Raytown Road  
Raytown, MO 64133

Payment for:

4,178 sf Permanent Storm Drainage Easement	= \$6,300.00
4,114 sf Temporary Construction Easement	= \$1,200.00
<b>TOTAL PAYMENT</b>	<b>= <u>\$7,500.00</u></b>

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13.25 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083914

Robert T. Kelly, Director, Recorder of Deeds

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*Title of Document*      Temporary Construction Easement

*Date of Document*      SEPTEMBER 7 2018

*Grantor*                Raytown Road Properties, LLC

*Grantee*                Rock Island Rail Corridor Authority

*Mailing Address (Grantee)*      415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description*      TEMPORARY CONSTRUCTION EASEMENT.

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 49 NORTH RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN ALL IN JACKSON COUNTY MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983 WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29 THENCE SOUTH 86°57'23" EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 93.38 FEET TO POINT ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AS PREVIOUSLY ESTABLISHED THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 11°53'56" WEST A RADIUS OF 2119.70 FEET FOR AN ARC DISTANCE OF 126.66 FEET TO THE POINT OF BEGINNING SAID POINT BEING 95.58 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 317+19.78 AS NOW ESTABLISHED THENCE SOUTH 55°14'12" WEST A DISTANCE OF 17.44 FEET TO A POINT 112.68 FEET RIGHT OF CENTERLINE STATION 317+23.20 THENCE NORTH 37°50'43" WEST A DISTANCE OF 62.07 FEET TO A POINT 128.12 FEET RIGHT OF CENTERLINE STATION 316+63.09 THENCE NORTH 52°09'17" EAST A DISTANCE OF 44.56 FEET TO A POINT 84.96 FEET RIGHT OF CENTERLINE STATION 316+52.01 AND BEING ON SAID WEST RIGHT OF WAY LINE THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 14°32'17" EAST A RADIUS OF 2119.70 FEET FOR AN ARC DISTANCE OF 68.60 FEET TO THE POINT OF BEGINNING

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THE TRACT DESCRIBED ABOVE CONTAINS 1 957 SQUARE FEET OR 0.045 ACRES MORE OR LESS

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 7<sup>th</sup> day of SEPTEMBER 2018 by and between, Raytown Road Properties LLC, of Jackson County, Missouri. Grantor and party of the first part, and Rock Island Rail Corridor Authority Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN, Kansas City Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise release and quitclaim unto said party of the second part the following described temporary construction easement in real estate in the County of Jackson, State of Missouri to wit

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 49 NORTH RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING THAT PART OF LOT 1 AND LOT 3 CORRECTED PLAT OF WRAY S WONDER WOOD ADDITION ALL IN JACKSON COUNTY MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS


BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3 SAID POINT BEING ONN THE WEST RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AS PREVIOUSLY ESTABLISHED AND BEING 13 44 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 339+68 22 AS NOW ESTABLISHED THENCE SOUTH 86°41 40 WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 15 00 FEET TO A POINT 28 44 FEET RIGHT OF CENTERLINE STATION 339+67 93 THENCE NORTH 02°05 06 EAST A DISTANCE OF 269 13 FEET TO A POINT 29 00 FEET RIGHT OF CENTERLINE STATION 336+98 77 THENCE SOUTH 87°54 39 EAST A DISTANCE OF 15 55 FEET TO A POINT 13 45 FEET RIGHT OF CENTERLINE STATION 336+98 77 AND BEING ON SAID WEST RIGHT OF WAY LINE THENCE SOUTH 02°12 09 WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 269 45 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 4 113 SQUARE FEET OR 0 09 ACRES MORE OR LESS

TO HAVE AND TO HOLD the same with all rights privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written


  
\_\_\_\_\_  
Jeffery C. Martin, Managing Member of Raytown Road Properties, LLC

**ACKNOWLEDGMENT BY AN LLC**

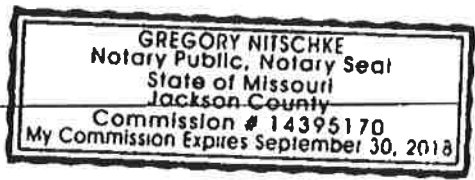
STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 1<sup>st</sup> day of SEPTEMBER, 2018, appeared Jeffery C. Martin, Managing Member of Raytown Road Properties, LLC, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

  
\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



TRACT NO 3  
PARCEL ID NO 32-810-07-56-00-0-00-000  
OWNERS NAME RAYTOWN ROAD PROPERTIES LLC  
SITUS ADDRESS 5401 RAYTOWN ROAD  
RAYTOWN MISSOURI 64133  
MAILING ADDRESS 606 NW DUNLAP AVENUE  
LEE S SUMMIT MISSOURI 64063

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083913

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document* Permanent Storm Drainage Easement

*Date of Document* SEPTEMBER 7, 2018

*Grantor* Raytown Road Properties, LLC

*Grantee* Rock Island Rail Corridor Authority

*Mailing Address (Grantee)* 415 E 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

*Legal description* **PERMANENT STORM DRAINAGE EASEMENT:**

A TRACT OF LAND FOR PERMANENT STORM DRAINAGE EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 49 NORTH RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING THAT PART OF LOT 1 CORRECTED PLAT OF WRAY S WONDER WOOD ADDITION ALL IN JACKSON COUNTY MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AS PREVIOUSLY ESTABLISHED AND BEING 13 45 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 336-48 54 AS NOW ESTABLISHED THENCE SOUTH 02°12 09 WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 50 23 FEET TO A POINT 13 45 FEET RIGHT OF CENTERLINE STATION 336-98 77 THENCE NORTH 87°47 51 WEST A DISTANCE OF 80 55 FEET TO A POINT 94 00 FEET RIGHT OF CENTERLINE STATION 336+98 77 THENCE NORTH 02°12 09 EAST PARALLEL WITH SAID WEST RIGHT OF WAY LINE A DISTANCE OF 53 49 FEET TO A POINT 94 00 FEET RIGHT OF CENTERLINE STATION 336+45 28 AND BEING ON THE NORTH LINE OF SAID LOT 1 THENCE SOUTH 85°28 46 EAST ALONG SAID NORTH LINE A DISTANCE OF 80 62 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 4 177 SQUARE FEET OR 0 10 ACRES MORE OR LESS

## PERMANENT STORM DRAINAGE EASEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of SEPTEMBER, 2018, by and between Raytown Road Properties LLC, Grantor and the Rock Island Rail Corridor Authority, Grantee

GRANTEE S ADDRESS 415 E 12<sup>th</sup> Street 4-MN Kansas City Missouri 64106

Grantor in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority the receipt of which is hereby acknowledged does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent trail easement in real estate in the County of Jackson, State of Missouri to wit

### PERMANENT STORM DRAINAGE EASEMENT :

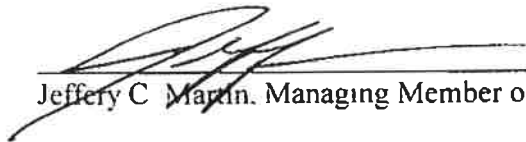
A TRACT OF LAND FOR PERMANENT STORM DRAINAGE EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 49 NORTH RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING THAT PART OF LOT 1 CORRECTED PLAT OF WRAY S WONDER WOOD ADDITION ALL IN JACKSON COUNTY MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND BEING 13.45 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 336+48.54 AS NOW ESTABLISHED THENCE SOUTH 02°12'09" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 50.23 FEET TO A POINT 13.45 FEET RIGHT OF CENTERLINE STATION 336+98.77 THENCE NORTH 87°47'51" WEST A DISTANCE OF 80.55 FEET TO A POINT 94.00 FEET RIGHT OF CENTERLINE STATION 336+98.77 THENCE NORTH 02°12'09" EAST PARALLEL WITH SAID WEST RIGHT OF WAY LINE A DISTANCE OF 53.49 FEET TO A POINT 94.00 FEET RIGHT OF CENTERLINE STATION 336+45.28 AND BEING ON THE NORTH LINE OF SAID LOT 1 THENCE SOUTH 85°28'46" EAST ALONG SAID NORTH LINE A DISTANCE OF 80.62 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 4 177 SQUARE FEET OR 0 10 ACRES MORE OR LESS

TO HAVE AND TO HOLD the same with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent trail easement is herein conveyed and that it has good right to convey the same

IN WITNESS WHEREOF, the said Grantor executed the above on \_\_\_\_\_, 2018

  
\_\_\_\_\_  
Jeffery C. Martin, Managing Member of Raytown Road Properties, LLC

ACKNOWLEDGMENT BY AN LLC

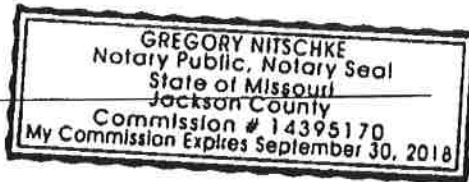
STATE OF MISSOURI     )  
  )SS  
COUNTY OF JACKSON     )

On this 7<sup>th</sup> day of SEPTEMBER, 2018, appeared Jeffery C. Martin, Managing Member of Raytown Road Properties, LLC, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

  
\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



TRACT NO 3  
PARCEL ID NOS 32-810-07-56-00-0-00-000  
OWNERS NAME RAYTOWN ROAD PROPERTIES LLC  
SITUS ADDRESS 5401 RAYTOWN ROAD RAYTOWN MISSOURI  
MAILING ADDRESS 606 NW DUNLAP DRIVE LEE S SUMMIT MISSOURI

Payment Letter

Rock Island Rail Corridor Shared Use Project

September 17, 2018

Tract No.: 4

Owner: Cirese Real Estate Holdings, LLC

Property Address: 5751 Raytown Road

Raytown, MO 64133

Mailing Address: 7611 State Line, Suite 301

Kansas City, MO 64114

Payment for 2,600 sf Temporary Construction Easement = \$ **600.00**

**Total Payment** \$ **600.00**



RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 5 PGS



INSTRUMENT NUMBER / BOOK & PAGE  
2018E0083915

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document* Temporary Construction Easement

*Date of Document* SEPTEMBER 4, 2018

*Grantor* Cirese Real Estate Holdings, L P

*Grantee* Rock Island Rail Corridor Authority

*Mailing Address (Grantee)* 415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description* TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 87°01'38" EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 301 81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 02°08'13" EAST, A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 12 90 FEET, THENCE NORTH 02°12'09" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 345 57 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15 22 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 368+31 07, AS NOW ESTABLISHED, THENCE NORTH 86°58'41" WEST, A DISTANCE OF 31 92 FEET TO A POINT 47 11 FEET RIGHT OF CENTERLINE STATION 368+30 46, THENCE NORTH 03°47'09" EAST A DISTANCE OF 35 05 FEET TO A POINT 46 14 FEET RIGHT OF CENTERLINE STATION 367+96 08. THENCE NORTH 19°59'25" EAST, A DISTANCE OF 101 30 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 15 68 FEET RIGHT OF CENTERLINE STATION 367+01 36, THENCE SOUTH 02°12'09' WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 131 95 FEET TO THE POINT OF BEGINNING

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THE TRACT DESCRIBED ABOVE CONTAINS 2.600 SQUARE FEET OR 0 059 ACRES, MORE OR LESS

## TEMPORARY CONSTRUCTION EASEMENT

and attached Addendum

THIS AGREEMENT, made this <sup>4</sup>4th day of September, 2018 by and between, Cirese Real Estate Holdings, L P., of Jackson County, Missouri, Grantor and party of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit.

### TEMPORARY CONSTRUCTION EASEMENT:


A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 87°01'38" EAST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 301 81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 02°08'13" EAST, A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 12 90 FEET, THENCE NORTH 02°12'09" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 345 57 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15 22 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 368+31 07, AS NOW ESTABLISHED, THENCE NORTH 86°58'41" WEST, A DISTANCE OF 31 92 FEET TO A POINT 47 11 FEET RIGHT OF CENTERLINE STATION 368+30 46, THENCE NORTH 03°47'09" EAST, A DISTANCE OF 35 05 FEET TO A POINT 46 14 FEET RIGHT OF CENTERLINE STATION 367+96 08, THENCE NORTH 19°59'25" EAST, A DISTANCE OF 101 30 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 15 68 FEET RIGHT OF CENTERLINE STATION 367+01 36, THENCE SOUTH 02°12'09" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 131 95 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 2.600 SQUARE FEET OR 0 059 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns, the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written

  
Cirese Real Estate Holdings, L P  
By Investment Properties and Management, Inc  
Its General Partner


Joseph C Tutera, President

ACKNOWLEDGMENT BY AN LP

STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 4<sup>th</sup> day of Sept, 2018, appeared Joseph C Tutera, <sup>President</sup> General Partner of Investment Properties and Management, Inc, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

  
\_\_\_\_\_  
Notary Public

My Commission Expires 8-25-22



TRACT NO 4  
PARCEL ID NO 32-840-03-12-00-0-00-000  
OWNERS NAME CIRESE REAL ESTATE HOLDINGS, LP  
SITUS ADDRESS 5751 RAYTOWN ROAD  
RAYTOWN, MISSOURI 64133  
MAILING ADDRESS 7611 STATE LINE 301  
KANSAS CITY, MISSOURI 64114

## **ADDENDUM TO TEMPORARY CONSTRUCTION EASEMENT**

1. **Interference with Grantor's Property** Grantee will use commercially reasonable efforts to ensure any activities of Grantee in exercising its rights pursuant to this Easement do not unreasonably interfere with the operation of Grantor's development of Grantor's property

2. **Access; Improvements** No improvements or other structures, nor any fill or fill material shall be placed in, on, over or across the Grantor's Property or other work completed by the Grantor with the Grantor's Property during the term of the Easement without the express approval of Grantee

3. **No Dedication** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's Property to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement

4. **Condition Upon Expiration.** Grantee, at its own expense, shall restore, as nearly as possible, the Grantor's Property as to its condition as existing on the Effective Date. Restoration shall include the removal of all debris and trash, the backfilling and compaction of trenches, and the replacement of topsoil

5. **Indemnification; Insurance** Grantee and any subsequent owner of the Grantee Property covenants not to damage or cause waste to the Grantor Property or limit Grantor's use and enjoyment of the Grantor Property while using the Easement granted herein. Grantor and any subsequent owner of the Grantor Property covenants not to limit Grantee's use and enjoyment of the Easement granted herein. Grantor shall not be responsible for any damage or loss of materials or equipment left on the Grantor Property, all of which shall be maintained at Grantee's sole risk. Grantee shall repair any damage directly caused by the use of the Easement hereunder

6. **Default; Remedies.** In the event Grantee fails to timely cure any default hereunder within thirty (30) days following receipt of a written notice of default from Grantor, then Grantor may commence an action against Grantee seeking to require Grantee to perform its obligations owing hereunder or upon thirty (30) days prior notice to Grantee, Grantor may cure such default and commence an action against Grantee for its expenses incurred in doing so

7. **Severability** In the event any terms or provisions of this Easement shall be held to be illegal, invalid, or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Easement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

8. **Headings** The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this Easement

9     **Construction**   This Easement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Each party hereto, and their respective counsel, have each thoroughly and carefully read this Easement, and have entered into this Easement freely and voluntarily, without duress or coercion of any kind, and as a well-reasoned exercise of their respective business judgments.

10    **Further Assurances**. Each party shall, at any time and from time to time after the Effective Date, execute and deliver, or cause to be executed and delivered, but without any obligation to incur any additional liability or expense, such further consents, approvals, conveyances, assignments, and other documents and instruments as the other party shall reasonably request in order to carry out any of the terms and provisions of this Easement.

11    **No Waiver of Rights** Any waiver by either party of any violation of, breach of, or default under any provision of this Agreement or any exhibit, schedule, or other document referred to in this Easement by the other party shall not be construed as or constitute a waiver of any subsequent violation, breach of, or default under that provision or any other provision of this Easement or any other document referred to in this Easement.

12    **No Third Party Beneficiary** This Easement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

**Payment Letter**

**Rock Island Rail Corridor Shared Use Project**

August 31, 2018

Tract No.: 5

Owner: Professional Office Buildings, LLC

Property Address: 5845 Raytown Road

Raytown, MO 64133

Mailing Address: 11017 E. 63<sup>rd</sup> Street

Raytown, MO 64133

Payment for 2,906 sf Temporary Construction Easement	= \$ 500.00
Administrative Settlement	= \$ 700.00
<b>Total Payment</b>	<b>= \$1,200.00</b>

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE  
2018E0083916

Robert T. Kelly, Director, Recorder of Deeds

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*Title of Document*      Temporary Construction Easement

*Date of Document*      August 31, 2018

*Grantor*              Professional Office Buildings, LLC

*Grantee*              Rock Island Rail Corridor Authority

*Mailing Address (Grantee)*      415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description*      TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI. BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 87°01'38" EAST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 301 81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 02°08'13" EAST, A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 12 90 FEET, THENCE NORTH 02°12'09" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 248 18 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 2 84 FEET LEFT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 369+30 38, AS NOW ESTABLISHED, AND THE NORTH RIGHT OF WAY LINE OF EAST 59<sup>TH</sup> STREET AS PREVIOUSLY ESTABLISHED THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 58°32'42" WEST, A RADIUS OF 99 19 FEET, FOR AN ARC DISTANCE OF 22 56 FEET TO A POINT 19 58 FEET RIGHT OF CENTERLINE STATION 369+28 25 AND A POINT OF COMPOUND CURVATURE, THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 49°29'47" WEST, A RADIUS OF 207 03 FEET, FOR AN ARC DISTANCE OF 18 31 FEET TO A POINT 37 23 FEET RIGHT OF CENTERLINE STATION 369+22 60, THENCE NORTH 03°47'09" EAST, A DISTANCE OF 75 54 FEET TO A POINT 47 13 FEET RIGHT OF CENTERLINE STATION 369+31 11, THENCE SOUTH 86°58'41" EAST, A DISTANCE OF 31 92 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 15 22 FEET

RIGHT OF CENTERLINE STATION 368+31.60, THENCE SOUTH 02°12'09" WEST, A DISTANCE OF 97.40 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 2,906 SQUARE FEET OR 0.067 ACRES, MORE OR LESS



**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made this 31<sup>st</sup> day of AUGUST, 2018 by and between, Professional Office Buildings, LLC, of Jackson County, Missouri, Grantor and party of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN. Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

**TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 87°01'38" EAST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 301 81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 02°08'13" EAST, A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 12 90 FEET, THENCE NORTH 02°12'09" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 248 18 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 2 84 FEET LEFT OF THE ROCK ISLAND SHARED USE PATCH CENTERLINE STATION 369+30 38, AS NOW ESTABLISHED, AND THE NORTH RIGHT OF WAY LINE OF EAST 59<sup>TH</sup> STREET, AS PREVIOUSLY ESTABLISHED. THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 58°32'42" WEST A RADIUS OF 99 19 FEET, FOR AN ARC DISTANCE OF 22 56 FEET TO A POINT 19 58 FEET RIGHT OF CENTERLINE STATION 369+28 25 AND A POINT OF COMPOUND CURVATURE, THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 49°29'47" WEST, A RADIUS OF 207 03 FEET, FOR AN ARC DISTANCE OF 18 31 FEET TO A POINT 37 23 FEET RIGHT OF CENTERLINE STATION 369+22 60, THENCE NORTH 03°47'09" EAST, A DISTANCE OF 75 54 FEET TO A POINT 47 13 FEET RIGHT OF CENTERLINE STATION 369+31 11, THENCE SOUTH 86°58'41" EAST, A DISTANCE OF 31 92 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 15 22 FEET RIGHT OF CENTERLINE STATION 368+31 60, THENCE SOUTH 02°12'09" WEST, A DISTANCE OF 97 40 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 2,906 SQUARE FEET OR 0 067 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns, the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Neil Clevenger  
Neil Clevenger, Managing Member of Professional Office Buildings, LLC

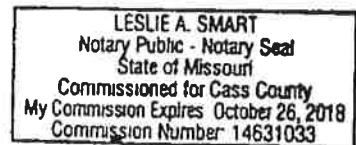
**ACKNOWLEDGMENT BY AN LLC**

STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 31<sup>st</sup> day of August, 2018, appeared Neil Clevenger, Managing Member of Professional Office Buildings, LLC, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

Leslie A. Smart  
Notary Public



My Commission Expires Oct 26, 2018

TRACT NO 5  
PARCEL ID NO 32-840-03-13-00-0-00-000  
OWNERS NAME PROFESSIONAL OFFICE BUILDINGS, LLC  
SITUS ADDRESS 5845 RAYTOWN ROAD  
RAYTOWN, MISSOURI 64133  
MAILING ADDRESS 9805 E 63<sup>RD</sup> STREET  
RAYTOWN, MISSOURI 64133

**Payment Letter**

**Rock Island Rail Corridor Shared Use Project**

August 28, 2018

Tract No.: 6

Owner: Raytown Chamber of Commerce Building Foundation, Inc.

Property Address: 5909 Raytown Trafficway

Raytown, MO 64133

Mailing Address: 5909 Raytown Trafficway

Raytown, MO 64133

Payment for:

1,017 sf Permanent Easement, 15,930 sf Temporary Construction Easement  
and landscaping lights and monument sign.

**TOTAL PAYMENT = \$26,300.00**

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 5 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083918

Robert T Kelly, Director, Recorder Of Deeds

*Title of Document* Temporary Construction Easement

*Date of Document* August 28, 2018

*Grantor* Raytown Chamber of Commerce Building Foundation, Inc

*Grantee* Rock Island Rail Corridor Authority

*Mailing Address (Grantee)* 415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description* TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 87°01'38" EAST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 209 12 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 10 00 FEET LEFT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 404+18 40, AS NOW ESTABLISHED, THENCE CONTINUING SOUTH 87°01'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 34 31 FEET TO A POINT 38 12 FEET LEFT OF CENTERLINE STATION 404+00 85, THENCE SOUTH 04°40'29" EAST, A DISTANCE OF 120 13 FEET TO A POINT 47 43 FEET LEFT OF CENTERLINE STATION 405+48 73, THENCE NORTH 85°19'31" EAST, A DISTANCE OF 45 71 FEET TO A POINT 93 14 FEET LEFT OF CENTERLINE STATION 405+48 78 AND BENG ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 00°20'30" WEST, A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 113 98 FEET TO A POINT 82 42 FEET LEFT OF CENTERLINE STATION 406+63 84, THENCE SOUTH 84°11'46" WEST, A DISTANCE OF 67 42 FEET TO A POINT 15 00 FEET LEFT OF CENTERLINE STATION 406+63 84, THENCE SOUTH 05°48'14" EAST, A DISTANCE OF 278 41 FEET TO A POINT 15 00 FEET LEFT OF CENTERLINE STATION 409+42 25 THENCE NORTH 87°00'39" WEST, A DISTANCE OF 7 77 FEET TO A POINT 7 32 FEET LEFT OF CENTERLINE STATION 409+41 06, THENCE NORTH 05°44'54" WEST, A DISTANCE OF 376 56 FEET TO A POINT 6 54 FEET LEFT OF CENTERLINE STATION 405+64 34, THENCE NORTH 01°59'53" WEST, A

DISTANCE OF 56.04 FEET TO A POINT 10.00 FEET LEFT OF CENTERLINE STATION 405+08.05, THENCE NORTH 02°55'41" WEST, A DISTANCE OF 77.51 FEET TO A POINT 10.00 FEET LEFT OF CENTERLINE STATION 404+30.54, THENCE ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 10°59'23" EAST, A RADIUS OF 15.00 FEET, FOR AN ARC DISTANCE OF 7.29 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 15,930 SQUARE FEET OR 0.365 ACRES, MORE OR LESS

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 28<sup>th</sup> day of August, 2018 by and between, Raytown Chamber of Commerce Building Foundation, Inc, of Jackson County, Missouri. Grantors and parties of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN. Kansas City, Missouri 64106

Grantors, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI. BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5 , THENCE SOUTH 87°01'38" EAST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 209 12 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 10 00 FEET LEFT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 404+18 40, AS NOW ESTABLISHED, THENCE CONTINUING SOUTH 87°01'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 34 31 FEET TO A POINT 38 12 FEET LEFT OF CENTERLINE STATION 404+00 85, THENCE SOUTH 04°40'29" EAST, A DISTANCE OF 120 13 FEET TO A POINT 47 43 FEET LEFT OF CENTERLINE STATION 405+48 73, THENCE NORTH 85°19'31" EAST, A DISTANCE OF 45 71 FEET TO A POINT 93 14 FEET LEFT OF CENTERLINE STATION 405+48 78 AND BENG ON THE WEST RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 00°20'30" WEST A RADIUS OF 5631 59 FEET, FOR AN ARC DISTANCE OF 113 98 FEET TO A POINT 82 42 FEET LEFT OF CENTERLINE STATION 406+63 84. THENCE SOUTH 84°11'46" WEST, A DISTANCE OF 67 42 FEET TO A POINT 15 00 FEET LEFT OF CENTERLINE STATION 406+63 84, THENCE SOUTH 05°48'14" EAST, A DISTANCE OF 278 41 FEET TO A POINT 15 00 FEET LEFT OF CENTERLINE STATION 409+42 25 THENCE NORTH 87°00'39" WEST A DISTANCE OF 7 77 FEET TO A POINT 7 32 FEET LEFT OF CENTERLINE STATION 409+41 06, THENCE NORTH 05°44'54" WEST. A DISTANCE OF 376 56 FEET TO A POINT 6 54 FEET LEFT OF CENTERLINE STATION 405+64 34, THENCE NORTH 01°59'53" WEST A DISTANCE OF 56 04 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 405+08 05, THENCE NORTH 02°55'41" WEST, A DISTANCE OF 77 51 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 404+30 54, THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF

NORTH 10°59'23" EAST, A RADIUS OF 15 00 FEET, FOR AN ARC DISTANCE OF 7 29 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 15,930 SQUARE FEET OR 0 365 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns, the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written

*Vicki Turnbow*

Vicki Turnbow, President of Raytown Chamber of Commerce Building Foundation, Inc

**ACKNOWLEDGMENT BY A CORPORATION**

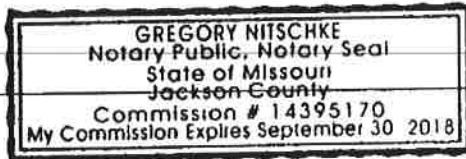
STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 28<sup>th</sup> day of August, 2018, appeared Vicki Turnbow, President of Raytown Chamber of Commerce Building Foundation, Inc , personally known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

*Gregory Nitschke*  
Notary Public

My Commission Expires



TRACT NO 6  
PARCEL ID NO 45-210-09-01-02-0-00-000  
OWNERS NAME RAYTOWN CHAMBER OF COMMERCE BUILDING FOUNDATION, INC  
SITUS & MAILING ADDRESS 5909 RAYTOWN TRAFFICWAY  
RAYTOWN, MISSOURI 64133



RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083917

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document* Permanent Trail Easement

*Date of Document* August 28, 2018

*Grantor* Raytown Chamber of Commerce Building Foundation, Inc

*Grantee* Rock Island Rail Corridor Authority

*Mailing Address (Grantee)* 415 E. 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

*Legal description* **PERMANENT TRAIL EASEMENT:**

A TRACT OF LAND FOR PERMANENT TRAIL EASEMENT PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 87°01'38" EAST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 200 74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF RAYTOWN TRAFFICWAY, AS PREVIOUSLY ESTABLISHED AND 2 02 FEET LEFT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 404+21 81, AS NOW ESTABLISHED, THENCE CONTINUING SOUTH 87°01'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 8 38 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 404+18 40, THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 10°59'23" WEST, A RADIUS OF 15 00 FEET, FOR AN ARC DISTANCE OF 7 29 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 404+30 54, THENCE SOUTH 02°55'41" EAST, A DISTANCE OF 77 51 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 405+08 05, THENCE SOUTH 01°59'53" EAST, A DISTANCE OF 56 04 FEET TO A POINT 6 54 FEET LEFT OF CENTERLINE STATION 405+64 34, THENCE SOUTH 05°44'54" EAST, A DISTANCE OF 376 56 FEET TO A POINT 1 01 FEET LEFT OF CENTERLINE STATION 409+41 06, THENCE NORTH 87°00'39" WEST, A DISTANCE OF 1 01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID RAYTOWN TRAFFICWAY AND BEING 6 32 FEET LEFT OF CENTERLINE STATION 409+40 91, THENCE NORTH 05°44'54" WEST. ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 376 41 FEET TO A POINT 5 54 FEET LEFT OF CENTERLINE STATION 405+64 36, THENCE NORTH 05°21'44" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 84 80 FEET TO A POINT 4 49 FEET LEFT OF CENTERLINE STATION 404+79 40, THENCE ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF

NORTH 04°01'10" WEST, A RADIUS OF 2824 919 FEET, FOR AN ARC DISTANCE OF 56 83 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 1,017 SQUARE FEET OR 0 023 ACRES, MORE OR LESS

## PERMANENT TRAIL EASEMENT

THIS AGREEMENT, made this 28<sup>th</sup> day of August, 2018, by and between Raytown Chamber of Commerce Building Foundation, Inc, Grantor, and the Rock Island Rail Corridor Authority, Grantee

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V.C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent trail easement in real estate in the County of Jackson, State of Missouri, to wit:

### PERMANENT TRAIL EASEMENT :

A TRACT OF LAND FOR PERMANENT TRAIL EASEMENT PURPOSES LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5 , THENCE SOUTH 87°01'38" EAST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION LINE, A DISTANCE OF 200 74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF RAYTOWN TRAFFICWAY, AS PREVIOUSLY ESTABLISHED AND 2 02 FEET LEFT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 404+21 81, AS NOW ESTABLISHED, THENCE CONTINUING SOUTH 87°01'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 8 38 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 404+18 40, THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 10°59'23" WEST, A RADIUS OF 15 00 FEET, FOR AN ARC DISTANCE OF 7 29 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 404+30 54, THENCE SOUTH 02°55'41" EAST, A DISTANCE OF 77 51 FEET TO A POINT 10 00 FEET LEFT OF CENTERLINE STATION 405+08 05, THENCE SOUTH 01°59'53" EAST, A DISTANCE OF 56 04 FEET TO A POINT 6 54 FEET LEFT OF CENTERLINE STATION 405+64 34, THENCE SOUTH 05°44'54" EAST, A DISTANCE OF 376 56 FEET TO A POINT 1 01 FEET LEFT OF CENTERLINE STATION 409+41 06, THENCE NORTH 87°00'39" WEST, A DISTANCE OF 1 01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID RAYTOWN TRAFFICWAY AND BEING 6 32 FEET LEFT OF CENTERLINE STATION 409+40 91, THENCE NORTH 05°44'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 376 41 FEET TO A POINT 5 54 FEET LEFT OF CENTERLINE STATION 405+64 36, THENCE NORTH 05°21'44" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 84 80 FEET TO A POINT 4 49 FEET LEFT OF CENTERLINE STATION 404+79 40, THENCE ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 04°01'10" WEST, A RADIUS OF 2824 919 FEET, FOR AN ARC DISTANCE OF 56 83 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 1,017 SQUARE FEET OR 0.023 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns, the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent trail easement is herein conveyed and that it has good right to convey the same

IN WITNESS WHEREOF, the said Grantor executed the above on August 28, 2018

Vicki Turnbow

Vicki Turnbow, President of Raytown Chamber of Commerce Building Foundation, Inc

ACKNOWLEDGMENT BY CORPORATION

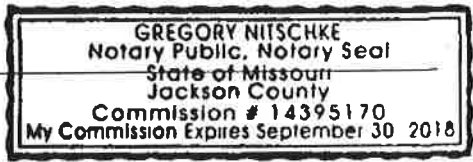
STATE OF MISSOURI     )  
  )SS  
COUNTY OF JACKSON    )

On this 28<sup>th</sup> day of August, 2018, appeared Vicki Turnbow, President of Raytown Chamber of Commerce Building Foundation, Inc, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

Gregory Nitschke  
Notary Public

My Commission Expires \_\_\_\_\_



TRACT NO 6  
PARCEL ID NOS 45-210-09-01-02-0-00-000  
OWNERS NAME RAYTOWN CHAMBER OF COMMERCE BUILDING FOUNDATION, INC  
SITUS ADDRESS 5909 RAYTOWN TRAFFICWAY, RAYTOWN, MISSOURI  
MAILING ADDRESS 5909 RAYTOWN TRAFFICWAY, RAYTOWN, MISSOURI

**Payment Letter**

**Rock Island Rail Corridor Shared Use Project**

August 31, 2018

Tract No.: 8

Owner: Tapan and Sudha Chaudhuri

Property Address: 6221 Raytown Road

Raytown, MO 64133

Mailing Address: 5819 Norfleet

Kansas City, MO 64133

Payment for 3,707 sf Temporary Construction Easement = **\$3,200.00**

**Total Payment** = **\$3,200.00**

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE EASE FEE \$13 25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083919

Robert T. Bell, Director, Recorder Of Deeds

*Title of Document* Temporary Construction Easement

*Date of Document* August 31, 2018

*Grantor* Tapan Chaudhuri and Sudha Chaudhuri

*Grantee* Rock Island Rail Corridor Authority

*Mailing Address (Grantee)* 415 E 12<sup>th</sup> St 4-MN, Kansas City, Missouri 64106

*Legal description* TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN ALL IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND THE NORTH RIGHT OF WAY LINE OF EAST 63<sup>RD</sup> STREET, AS PREVIOUSLY ESTABLISHED, BEING 50 76 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 431+12 51, AS NOW ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 15°55'20" WEST, A RADIUS OF 3028 63 FEET, FOR AN ARC DISTANCE OF 185 13 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 22 51 FEET RIGHT OF CENTERLINE STATION 429+25 55, THENCE SOUTH 80°05'39" WEST, A DISTANCE OF 21 98 FEET TO A POINT 44 13 FEET RIGHT OF CENTERLINE STATION 429+21 92, THENCE NORTH 12°08'34" WEST, A DISTANCE OF 92 28 FEET TO A POINT 40 35 FEET RIGHT OF CENTERLINE STATION 428+35 60, THENCE NORTH 06°26'42" WEST, A DISTANCE OF 124 28 FEET TO A POINT 30 48 FEET RIGHT OF CENTERLINE STATION 427+13 19, THENCE NORTH 86°58'43" EAST, A DISTANCE OF 9 97 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 20 76 FEET RIGHT OF CENTERLINE STATION 427+15 39, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 12°08'40" EAST. A RADIUS OF 3028 63 FEET, FOR AN ARC DISTANCE OF 214 24 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 3,705 SQUARE FEET OR 0 085 ACRES, MORE OR LESS

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 31<sup>st</sup> day of August, 2018 by and between, Tapan Chaudhuri and Sudha Chaudhuri, husband and wife, of Jackson County, Missouri. Grantor and parties of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part

GRANTEE'S ADDRESS 415 E 12<sup>th</sup> St 4-MN. Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN, ALL IN JACKSON COUNTY, MISSOURI BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AS PREVIOUSLY ESTABLISHED AND THE NORTH RIGHT OF WAY LINE OF EAST 63<sup>RD</sup> STREET, AS PREVIOUSLY ESTABLISHED, BEING 50 76 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 431+12 51 AS NOW ESTABLISHED, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 15°55'20" WEST, A RADIUS OF 3028 63 FEET, FOR AN ARC DISTANCE OF 185 13 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 22 51 FEET RIGHT OF CENTERLINE STATION 429+25 55, THENCE SOUTH 80°05'39" WEST, A DISTANCE OF 21 98 FEET TO A POINT 44 13 FEET RIGHT OF CENTERLINE STATION 429+21 92, THENCE NORTH 12°08'34" WEST, A DISTANCE OF 92 28 FEET TO A POINT 40 35 FEET RIGHT OF CENTERLINE STATION 428+35 60, THENCE NORTH 06°26'42" WEST, A DISTANCE OF 124 28 FEET TO A POINT 30 48 FEET RIGHT OF CENTERLINE STATION 427+13 19, THENCE NORTH 86°58'43" EAST, A DISTANCE OF 9 97 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 20 76 FEET RIGHT OF CENTERLINE STATION 427+15 39, THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 12°08'40" EAST, A RADIUS OF 3028 63 FEET, FOR AN ARC DISTANCE OF 214 24 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 3,705 SQUARE FEET OR 0 085 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part. their

successors and assigns, the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction



IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written

Tapan Chaudhuri  
Tapan Chaudhuri

Sudha Chaudhuri  
Sudha Chaudhuri

**ACKNOWLEDGMENT BY AN INDIVIDUAL**

STATE OF MISSOURI                    )  
  )SS  
COUNTY OF JACKSON                )

On this 31<sup>st</sup> day of AUGUST, 2018, appeared Tapan Chaudhuri and Sudha Chaudhuri, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

Gregory Nitschke  
Notary Public

My Commission Expires \_\_\_\_\_



TRACT NO 8  
PARCEL ID NO 45-2100-03-21-00-0-00-000  
OWNERS NAME TAPAN CHAUDHURI  
SITUS AND MAILING ADDRESS 6221 RAYTOWN ROAD  
RAYTOWN, MISSOURI 64133  
MAILING ADDRESS 5819 NORFLEET ROAD  
KANSAS CITY, MISSOURI 64133

Payment Letter

Rock Island Rail Corridor Shared Use Project

August 31, 2018

Tract No.: 10

Owner: Jason H. and Jody L. Starforth

Property Address: 11000 Gregory Lane

Raytown, MO 64133

Mailing Address: 11000 Gregory Lane

Raytown, MO 64133

Payment for 13,232 sf Temporary Construction Easement	= \$ 500.00
Payment for 910 sf Permanent Easement	= \$ 100.00
Administrative Settlement for trees taken	= \$6,900.00
<b>Total Payment</b>	<b>\$7,500.00</b>

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM  
INSTRUMENT TYPE: EASE FEE: \$13.25 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE  
2018E0083921

Robert T Kelly, Director, Recorder Of Deeds

*Title of Document:* Temporary Construction Easement

*Date of Document:* August 31, 2018

*Grantor:* Jason H. Starforth and Jody L. Starforth

*Grantee:* Rock Island Rail Corridor Authority

*Mailing Address (Grantee):* 415 E. 12<sup>th</sup> St. 4-MN, Kansas City, Missouri 64106

*Legal description:* **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING PART OF LOT 1, BLOCK 1, LAKEWOOD ESTATES, A SUBDIVISION OF LAND IN, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, LAKEWOOD ESTATES, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 44°55'34" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15.54 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING 22.58 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+10.18, AS NOW ESTABLISHED; THENCE CONTINUING SOUTH 44°55'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 61.90 FEET TO A POINT 84.40 FEET RIGHT OF CENTERLINE STATION 532+13.31; THENCE NORTH 69°20'49" WEST, A DISTANCE OF 38.93 FEET TO A POINT 102.18 FEET RIGHT OF CENTERLINE STATION 531+78.68; THENCE NORTH 26°10'24" WEST, A DISTANCE OF 200.66 FEET TO A POINT 54.71 FEET RIGHT OF CENTERLINE STATION 529+87.02; THENCE SOUTH 86°25'49" EAST, A DISTANCE OF 43.06 FEET TO A POINT 23.42 FEET RIGHT OF CENTERLINE STATION 530+17.75, SAID POINT BEING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58.58 FEET TO A POINT 10.65 FEET RIGHT OF CENTERLINE STATION 531+51.03; THENCE SOUTH 44°55'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.54 FEET TO A POINT 25.62 FEET RIGHT OF CENTERLINE STATION 531+51.93; THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58.58 FEET TO THE **POINT OF BEGINNING**.

THE TRACT DESCRIBED ABOVE CONTAINS 13,232 SQUARE FEET OR 0.303 ACRES, MORE OR LESS.

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 31st day of August, 2018 by and between, Jason H. Starforth and Jody L. Starforth, husband and wife, of Jackson County, Missouri, Grantor and parties of the first part, and Rock Island Rail Corridor Authority, Grantee and party of the second part.

GRANTEE'S ADDRESS: 415 E. 12<sup>th</sup> St. 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

### TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING PART OF LOT 1, BLOCK 1, LAKEWOOD ESTATES, A SUBDIVISION OF LAND IN, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, LAKEWOOD ESTATES, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 44°55'34" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15.54 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING 22.58 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+10.18, AS NOW ESTABLISHED; THENCE CONTINUING SOUTH 44°55'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 61.90 FEET TO A POINT 84.40 FEET RIGHT OF CENTERLINE STATION 532+13.31; THENCE NORTH 69°20'49" WEST, A DISTANCE OF 38.93 FEET TO A POINT 102.18 FEET RIGHT OF CENTERLINE STATION 531+78.68; THENCE NORTH 26°10'24" WEST, A DISTANCE OF 200.66 FEET TO A POINT 54.71 FEET RIGHT OF CENTERLINE STATION 529+87.02; THENCE SOUTH 86°25'49" EAST, A DISTANCE OF 43.06 FEET TO A POINT 23.42 FEET RIGHT OF CENTERLINE STATION 530+17.75, SAID POINT BEING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58.58 FEET TO A POINT 10.65 FEET RIGHT OF CENTERLINE STATION 531+51.03; THENCE SOUTH 44°55'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.54 FEET TO A POINT 25.62 FEET RIGHT OF CENTERLINE STATION 531+51.93; THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58.58 FEET TO THE **POINT OF BEGINNING**.

THE TRACT DESCRIBED ABOVE CONTAINS 13,232 SQUARE FEET OR 0.303 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein

conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

*Jason H. Starforth*  
Jason H. Starforth

*Jody L. Starforth*  
Jody L. Starforth

**ACKNOWLEDGMENT BY INDIVIDUALS**

STATE OF MISSOURI            )  
  )SS  
COUNTY OF JACKSON        )

On this 31<sup>st</sup> day of AUGUST, 2018, appeared Jason H. Starforth and Jody L. Starforth, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

*Gregory Nitschke*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



TRACT NO.: 10  
PARCEL ID NO.: 45-610-15-01-00-0-00-000  
OWNERS NAME: JASON H. AND JODY L. STARFORTH  
SITUS AND MAILING ADDRESS: 11000 GREGORY LANE  
RAYTOWN, MISSOURI 64133

RECORDER S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
09/25/2018 03:57:22 PM

INSTRUMENT TYPE EASE FEE \$13 25 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2018E0083920

Robert T Kelly, Director, Recorder Of Deeds

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*Title of Document*      Permanent Trail Easement

*Date of Document*      August 31, 2018

*Grantor*              Jason H Starforth and Jody L Starforth

*Grantee*              Rock Island Rail Corridor Authority

*Mailing Address (Grantee)*      415 E 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

*Legal description*      PERMANENT TRAIL EASEMENT:

A TRACT OF LAND FOR PERMANENT TRAIL EASEMENT PURPOSES LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING PART OF LOT 1, BLOCK 1, LAKEWOOD ESTATES, A SUBDIVISION OF LAND IN, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, LAKEWOOD ESTATES, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND BEING 7 06 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+09 39, AS NOW ESTABLISHED, THENCE SOUTH 44°55'34" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15 54 FEET TO A POINT 22 58 FEET RIGHT OF CENTERLINE STATION 532+10 18, THENCE NORTH 45°04'27" WEST, A DISTANCE OF 58 58 FEET TO A POINT 25 62 FEET RIGHT OF CENTERLINE STATION 531+51 93, THENCE NORTH 44°55'33" EAST, A DISTANCE OF 15 54 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 10 65 FEET RIGHT OF CENTERLINE STATION 531+51 03, THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58 58 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 910 SQUARE FEET OR 0 021 ACRES, MORE OR LESS

**PERMANENT TRAIL EASEMENT**

THIS AGREEMENT, made this 31st day of August, 2018, by and between Jason H Starforth and Jody L Starforth, Grantor, and the Rock Island Rail Corridor Authority, Grantee

GRANTEE'S ADDRESS 415 E. 12<sup>th</sup> Street 4-MN, Kansas City, Missouri 64106

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1 00 & O.V C ), to be paid by the Rock Island Rail Corridor Authority, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent trail easement in real estate in the County of Jackson, State of Missouri, to wit.

**PERMANENT TRAIL EASEMENT :**

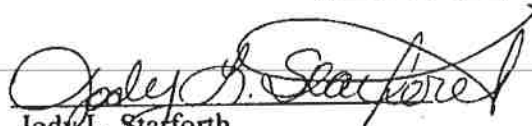
A TRACT OF LAND FOR PERMANENT TRAIL EASEMENT PURPOSES LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5<sup>th</sup> PRINCIPAL MERIDIAN AND BEING PART OF LOT 1, BLOCK 1, LAKEWOOD ESTATES, A SUBDIVISION OF LAND IN, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS  
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, LAKEWOOD ESTATES, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, AS PREVIOUSLY ESTABLISHED AND BEING 7 06 FEET RIGHT OF THE ROCK ISLAND SHARED USE PATH CENTERLINE STATION 532+09 39, AS NOW ESTABLISHED, THENCE SOUTH 44°55'34" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15 54 FEET TO A POINT 22 58 FEET RIGHT OF CENTERLINE STATION 532+10 18, THENCE NORTH 45°04'27" WEST, A DISTANCE OF 58 58 FEET TO A POINT 25 62 FEET RIGHT OF CENTERLINE STATION 531+51 93, THENCE NORTH 44°55'33" EAST, A DISTANCE OF 15 54 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE AND BEING 10.65 FEET RIGHT OF CENTERLINE STATION 531+51 03, THENCE SOUTH 45°04'27" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 58 58 FEET TO THE POINT OF BEGINNING

THE TRACT DESCRIBED ABOVE CONTAINS 910 SQUARE FEET OR 0 021 ACRES, MORE OR LESS

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which the permanent trail easement is herein conveyed and that they have good right to convey the same

IN WITNESS WHEREOF. the said Grantor executed the above on August 31, 2018

  
Jason H Starforth

  
Jody L Starforth



**ACKNOWLEDGMENT BY INDIVIDUALS**

STATE OF MISSOURI     )  
  )SS  
COUNTY OF JACKSON    )

On this 31<sup>st</sup> day of AUGUST, 2018, appeared Jason H. and Jody L. Starforth, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
\_\_\_\_\_  
Notary Public

My Commission Expires. \_\_\_\_\_



TRACT NO 10  
PARCEL ID NOS 45-610-15-01-00-0-00-000  
OWNERS NAME JASON H AND JODY L STARFORTH  
SITUS AND MAILING ADDRESS 11000 GREGORY LANE, RAYTOWN, MISSOURI

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twenty-four month term and supply contract with one twenty-four month option to extend, for the furnishing of internet provider services to host an online food handler training program for use by the Environmental Health Division of the Public Works Department to Food Service Operators Training Achievement Program d/b/a TAP Series of Westlake Village, CA, under the terms and conditions of Request for Proposals No. 53-18, at no cost to the County.

**RESOLUTION NO. 20028**, October 29, 2018

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has a need for internet provider services to host an online food handler training program; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposals No. 53-18 for the furnishing of this service to provide for departmental needs for the upcoming twenty-four month period, with one twenty-four month option to extend; and,

WHEREAS, a total of eight notifications were distributed and six responses were received, one of which was determined to be non-responsive, with the remaining responses from the following:

**BIDDER**

TAP Series  
Westlake Village, CA

State Food Safety  
Orem, UT

ServSafe  
Chicago, IL

Premier Food  
Safety  
Fullerton, CA

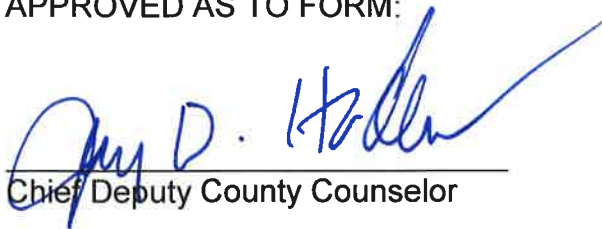
Responsible Training  
Austin, TX

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to TAP Series of Westlake Village, CA, as the best overall bidder, as set forth in the attached recapitulation and analysis; 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 any extension.

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. 20028 of October 29, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

ABSTRACT OF BIDS  
Responsible

NO	DESCRIPTION	TAP Series	Riley Houston Training	Tim-Bardett ServSafe	Efood Handlers	State Food Safety	Premier Food Safety
		AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Online Food Handler Training Program, per RFP 53-18	see bid	see bid	see bid	non-responder see bid	see bid	see bid

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED  
ON: September 25, 2018, BY  
Mark Spino  
CLERK OF THE LEGISLATURE  
Kate Banta  
PURCHASING



## DEB SEES

### ENVIRONMENTAL HEALTH ADMINISTRATOR

(816) 847-7070  
Fax: (816) 881-1650

Jackson County Environmental Health Division  
34900 East Old US 40 Highway  
Grain Valley, Missouri 64029  
jacksongov.org

### Award Recommendation Memo

Food handler training is required in Chapter 40 for all persons handling food in a permitted establishment. Jackson County currently has approximately 1100 permitted establishments. This training helps to protect the general public from food borne illness. In an effort to make this training convenient for the work force we would like to offer online training.

The Chart below shows the grading for RFP's submitted for online training.

	Responsiveness to general conditions, Scope of Service , and other provisions of the RFP.	Experience and Qualifications	Ability to Perform	Pricing	Total
Responsible Training	4	35	35	10	84
ServSafe	5	35	35	20	95
Premier Food Safety	5	35	35	15	90
State Food Safety	5	35	35	22	97
TAP Series	5	35	35	25	100

The pricing was the key factor. TAP Series is the recommendation for online training.

TRAINING  
ACHIEVEMENT  
PROGRAM  
SERIES

TAP Series will provide the services defined in its Bid Proposal for the Jackson County Online Food Handler Training Program Request for Proposal No. 53-18 for a retail purchase price to the customer of \$24.95. TAP will keep \$3.95 of the retail purchase price and remit to Jackson County \$21.00 as defined by the Proposal.

Sincerely,



George Roughan, Managing Partner, TAP Series

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:




Res/Ord No.: 20028

Sponsor(s): Crystal Williams

Date: October 29, 2018

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 a Twenty-Four Month Option to Extend for an Internet Provider to Host On Line Food Handler Training Programs for the Jackson County, Missouri Public Works Environmental Health Division to Food Service Operators Training Achievement Program dba: TAPS Series of Westlake Village, California under the terms and conditions of Request for Proposal No. 53-18</u></p>																								
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <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><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: _____</p> <p>This will be a revenue generating contracts for the Public Works Environmental Health Division.</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:															
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PRIOR LEGISLATION	<p>Prior ordinances and (date): _____          Prior resolutions and (date): 18606, September 15, 2014</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																								
REQUEST SUMMARY	<p>The Environmental Health Division of the Public Works Department requires an Internet Provider/Vendor to host an On Line Food Handler Training Program. In response to these requirements the Purchasing Department issued Request for Proposal No. 53-18,</p> <p>A total of eight notifications were distributed and six responses were received, one of which was rejected as being non-responsive to the terms and conditions of the Request for Proposal. The remaining five responses were evaluated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Respondent Name and Location</th> <th>Evaluation Points</th> <th>Total Fee</th> <th>Amount Returned to County</th> </tr> </thead> <tbody> <tr> <td>TAPS Series, Westlake Village, CO</td> <td>100</td> <td>\$24.95</td> <td>\$21.00</td> </tr> <tr> <td>State Food Safety, Orem, UT</td> <td>97</td> <td>\$24.95</td> <td>\$17.00</td> </tr> <tr> <td>ServSafe, Chicago, IL</td> <td>95</td> <td>\$24.95</td> <td>\$12.00</td> </tr> <tr> <td>Premier Food Safety, Fullerton, CA</td> <td>90</td> <td>\$25.00</td> <td>\$15.00</td> </tr> <tr> <td>Responsible Training, Austin, TX</td> <td>84</td> <td>\$25.00</td> <td>\$10.00</td> </tr> </tbody> </table> <p>There will be no cost to the County for this program and it will generate revenue for the Environmental Health Division.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the furnishing of On Line Food Handler Training Program for the Environmental Health Division of the Public Works Department to TAP Series of Westlake Village, California as the best proposal received.</p>	Respondent Name and Location	Evaluation Points	Total Fee	Amount Returned to County	TAPS Series, Westlake Village, CO	100	\$24.95	\$21.00	State Food Safety, Orem, UT	97	\$24.95	\$17.00	ServSafe, Chicago, IL	95	\$24.95	\$12.00	Premier Food Safety, Fullerton, CA	90	\$25.00	\$15.00	Responsible Training, Austin, TX	84	\$25.00	\$10.00
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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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      No goals assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	The Abstract of Bids Received, an Award Recommendation Memorandum from Deb Sees, the Environmental Health Administrator and the pertinent pages of TAP's proposal documents.	
REVIEW	Department Director: 	Date: 10-15-18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/16/18
	Division Manager: 	Date: 10/18/18
	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.