

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

**AN ORDINANCE** repealing section 241., Jackson County Code 1984, relating to the County Counselor, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 5197**, February 11, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, pursuant to the amendment to Article V of the 2010 Jackson County Charter adopted by the voters on November, contracts for legal and other services entered into by the County Counselor are subject to legislative approval; and,

WHEREAS, the Legislature has determined it to be in the interests of governmental efficiency that the County Counselor be allowed to retain court reporters, mediators, and expert witnesses, subject to the availability of budgeted funds, without securing further legislative approval; now therefore,

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

Section A. Enacting Clause. Section 241., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 241, to read as follows:

241. Professional Services Contracts.

The county counselor shall file with the clerk of the county legislature a copy of each professional services contract executed pursuant to the county counselor's authority granted under article V, section 6 of the Constitutional Home Rule Charter of Jackson County.]

Contracting Authority.

Subject to the provisions of chapter 10 of this code and available funds, the County Counselor may contract for court reporting, mediation, and expert witness services necessary to support the operations of the County Counselor's Office, without further legislative approval. To the extent practicable, the County Counselor shall advertise and utilize competitive selection procedures for the procurement of these services. The procurement of legal services shall be governed by article V, section 7 of the charter.

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached Ordinance, Ordinance No. 5197 introduced on February 11, 2019, was duly passed on \_\_\_\_\_, 2019 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 approved the attached Ordinance No. 5197.

\_\_\_\_\_  
Date

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

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

**AN ORDINANCE** appropriating \$83,609.00 from the undesignated fund balance of the 2019 Collector's Maintenance Fund, transferring \$6,391.00 within the 2019 General Fund, and authorizing the County Executive to execute a Cooperative Agreement with the City of Kansas City, Missouri, relating to a tax notice pilot project for the County's delinquent land tax foreclosure sale.

**ORDINANCE NO. 5206**, March 4, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Resolution 19915, adopted July 23, 2018, the Legislature did express its intent to work cooperatively with the City of Kansas City, Missouri, to develop a pilot project to improve the County's delinquent tax foreclosure notice procedures in a manner than would increase the availability of reasonably priced owner's and lender's policies of title insurance for parcels purchased by the public at the annual delinquent land foreclosure sale; and,

WHEREAS, the parties have negotiated the attached Cooperative Agreement to govern the terms and conditions of this arrangement, for which each party has pledged the contribution of \$90,000; and,

WHEREAS, an appropriation and transfer are necessary to place the pledged funding into the appropriate spending accounts; now therefore,

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

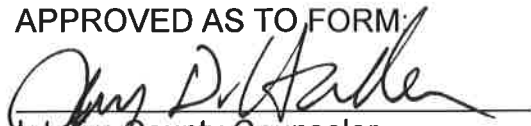
following appropriation and transfer be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Collector's Maintenance Fund			
049-9999	2810-Undesignated Fund Balance	\$83,609	
049-1403-Collections	56790-Other Contractual Services		\$83,609
General Fund			
Collections			
001-1403	55010- Regular Salaries	\$ 6,391	
001-1403	56790-Other Contractual Services		\$ 6,391

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with the City of Kansas City, Missouri.

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

APPROVED AS TO FORM:

  
Interim County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5206 introduced on March 4, 2019, was duly passed on \_\_\_\_\_, 2019 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. 5206.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 049 9999  
ACCOUNT TITLE: Collections Maintenance Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$83,609.00

ACCOUNT NUMBER: 001 1403 55010  
ACCOUNT TITLE: General Fund  
Collections  
Regular Salaries  
NOT TO EXCEED: \$6,391.00

2/28/19

Date



Chief Administrative Officer

**COOPERATIVE AGREEMENT FOR TAX SALE NOTICE PILOT PROJECT**

THIS COOPERATIVE AGREEMENT, dated \_\_\_\_\_ is made and entered into by and between the City of Kansas City, Missouri (the "City"), a constitutionally chartered municipal corporation and Jackson County, Missouri (the "County").

**WHEREAS**, delinquent land tax foreclosure sales are conducted in the County each year by the Circuit Court Administrator under and pursuant to the Land Tax Collection Law under Chapter 141 RSMo (the "Act"), in which real property parcels each subject to a judgment of foreclosure obtained by the County for delinquent real property tax are sold pursuant to and to satisfy such judgment; and

**WHEREAS**, in accordance with the Act, the County performs a title search for each such parcel and provides notice of such sale as required by law, including, mailing, publication and posting; and

**WHEREAS**, the County and the City have received comments from purchasers of some parcels at the annual delinquent land tax foreclosure sales that title companies are reluctant to issue, refuse to issue, or charge unreasonably high premiums for issuance of an owner's policy or lender's policy of title insurance on such a parcel; and

**WHEREAS**, as a result of such practical unavailability of title insurance, some potential tax sale purchasers may be discouraged from bidding, or once the parcel is purchased, funding for structural improvements on the parcel may be unavailable, greatly restricted or unaffordable; and

**WHEREAS**, it is believed that increased owner and lender title insurance availability for such parcels may contribute to the stabilization of the neighborhoods where such parcels are located and therefore, is of great interest to the County and the City; and

**WHEREAS**, the Land Bank of Kansas City ("Land Bank") acquires parcels by deemed sale for no cost and may acquire parcels by active bid sale for reduced cost in delinquent land tax foreclosure sales under the Act, and resells such parcels; and

**WHEREAS**, revenues that fund the Land Bank are generated by such resale of parcels and by taxes on such parcels for three years following such resale, and increased owner and lender title insurance availability for such parcels may contribute to an increase in such revenues and therefore is of great interest to the City; and

**WHEREAS**, the County and the City desire to work collaboratively to structure delinquent land tax foreclosure sale procedures which, if successful and implemented, it is believed in many cases would increase the availability of reasonably priced owner's policy of title insurance for a purchaser of a parcel purchased at such as sale and reasonably priced lender's policy of title insurance on parcels purchased at such a tax sale; and

**WHEREAS**, the County and the City desire to set forth herein the actions, funding, implementation, and evaluation of the structure on a pilot program basis for the 2019 Delinquent



Land Tax Foreclosure Sale, including, without limitation, the terms of any RFP for title company involvement; and

**WHEREAS**, the parties agree that this pilot program will only include those parcels scheduled for the 2019 Delinquent Land Tax Foreclosure Sale (the "Tax Sale") as of March 31, 2019 that are located within the City and having a market valuation not less than seven thousand dollars (\$7,000) nor more than twenty thousand dollars (\$20,000) as then reflected on the County tax records (the "Pilot Parcels"); and

**NOW THEREFORE**, for the mutual covenants and considerations hereinafter set forth, it is agreed by and between the parties as follows:

**1. Statutory Authority Pursuant to Section 70.210 et seq. RSMo, as amended, the City and County enter into this Agreement.**

**2. Title Vendor, Report and Commitment.**

- a. The County and the City will collaborate to set specifications for a County vendor solicitation for title services of a title company ("Title Vendor") through a County competitive bidding process or exception thereto, to include (1) title search services by the Title Vendor to produce by June 1, 2019 a title commitment ("Title Commitment") for each Pilot Parcel for a per parcel fee sufficient to identify each owner of such Pilot Parcel as contemplated in subsection 5 of Section 141.540 RSMo ("Parcel Owner") and each such other party, if any, as have a legal or equitable interest in such Pilot Parcel ("Interested Party") and commitment to the County and the City and any designee of either to issue within sixty (60) days after the Court Administrator's Deed for the Pilot Parcel is issued, in accordance with a premium schedule authorized therefor under Missouri Department of Insurance regulations, an owner's policy of title insurance to any purchaser of a Pilot Parcel at the Tax Sale and a lender's policy of title insurance on any such parcel without any exception for lack of or improper notice if the actions described in subsection 2.c., below (the "Notice Actions"), are taken with respect to such Pilot Parcel; (2) an obligation that the Title Vendor will not charge the County or the City any fee or other charge for such an owner's policy of title insurance or lender's policy of title insurance if not owner of record of the Pilot Parcel; (3) an obligation that the Title Vendor will reimburse the County for the Title Commitment fee paid the Title Vendor for any Pilot Parcel for which an owner's policy of title insurance or lender's policy of title insurance is first issued following issuance of the Court Administrator's Deed; and (4) such other obligations and preferences of the Title Vendor as may be specified by the County and the City. In considering applications in response to its RFP for title services under this Section, the County may give preference to the applicant or applicants that offer owner's policies of title insurance and lender's policies of title insurance at reduced rates and for establishing liberal terms for issuance of such policies.

- b. If the City and the County fail to agree upon the solicitation specifications for Title Vendor by March 15, 2019 or fail to agree upon the selection of a Title Vendor by April 30, 2019, this Agreement shall terminate.
- c. With respect to any Pilot Parcel, the term "Notice Actions" shall mean:
- 1) Notice of the Tax Sale by First Class Mail mailed to each Parcel Owner and each Interested Party of the Pilot Parcel in the form and content and at the time as contemplated in Section 141.540 RSMo.
  - 2) Notice of the Tax Sale by Certified Mail Return Receipt Requested to each Parcel Owner of the Pilot Parcel in the form and content and at the time as contemplated in Section 141.540 RSMo.
  - 3) Notice of the Tax Sale by Certified Mail Return Receipt Requested to each Interested Party of the Pilot Parcel in the form and content and at the time as contemplated in Section 141.540 RSMo.
  - 4) If the Pilot Parcel has an improvement value as then reflected on the County's tax records, notice of the Tax Sale mailed by First Class Mail addressed to "Occupant" at the address of the Pilot Parcel and mailed at the time contemplated for mailing of notices in Section 141.540 RSMo.
  - 5) Publication of the notice of the Tax Sale as required under Section 141.540 RSMo.
  - 6) Attempted personal service of the notice of the Tax Sale in accordance with Rule 54 of the Missouri Rules of Civil Procedure and in the form and content of the mailing required under Section 141.540 RSMo on each Parcel Owner and each Interested Party of the Pilot Parcel that appear at the time of the Title Report in the records maintained by the County to be in the Kansas City, Missouri metropolitan area.
  - 7) Posting of the Pilot Parcel as required in Section 141.540 RSMo, subject to adverse conditions of accessibility, including, without limitation, landlocked, hazardous or dangerous condition.
  - 8) If the certified mail notice to a Parcel Owner described in subsection 2.c.2, above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Owner, and the personal service to such Parcel Owner described in subsection 2.c.6, above, is returned "non-est", notice of the Tax Sale by First Class Mail mailed to such Parcel Owner at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540.
  - 9) If the certified mail notice to a Parcel Owner described in subsection 2.c.2, above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Parcel Owner, and the personal service to such Parcel Owner described in subsection 2.c.6, above, is returned "non-est", notice of the Tax Sale by Certified Mail Return Receipt Requested mailed to such Parcel Owner at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540.

- 10) If the certified mail notice to an Interested Party described in subsection 2.c.3, above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Interested Party, and the personal service to such Interested Party described in subsection 2.c.6, above, is returned “non-est”, notice of the Tax Sale by First Class Mail mailed to such Interested Party at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540.
- 11) If the certified mail notice to an Interested Party described in subsection 2.c.3, above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Interested Party, and the personal service to such Interested Party described in subsection 2.c.6, above, is returned “non-est”, notice of the Tax Sale by Certified Mail Return Receipt Requested mailed to such Interested Party at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540.

**3. Project Fund.** Subject to appropriation by the respective legislative body, promptly upon the selection of a Title Vendor by the County and the City, the County and the City each shall contribute the sum of \$90,000, to be deposited into a project fund (“Project Fund”), to be maintained and administered by the County, which shall be used to pay all Title Commitment fees and to pay for the cost of all Notice Actions described in subsections 2.c.3, 2.c.6, 2.c.9 and 2.c.11, above, and the costs, if any, of recording the notice and proof of service with Jackson County Recorder of Deeds. Reimbursement of Title Commitment fees described in subsection 2.a., above, shall be paid to the County and deposited into the Project Fund. In the event that the contribution amounts stated in this section are not appropriated by the respective legislative bodies by May 1, 2019, this Agreement shall terminate.

**4. County Actions.** Following receipt of the Title Commitments for all Pilot Parcels, the County shall use reasonable efforts to implement the Notice Actions for each such Pilot Parcel, subject to availability of funds within the Project Fund. The County shall apply the funds within the Project Fund in the following order: (a) to pay the fees charged by the Title Vendor for the Title Commitments; (b) to pay the costs of the Notice Actions described in subsections 2.c.3, 2.c.6, 2.c.9 and 2.c.11, above; (c) pay the costs, if any, of recording the notice and proof of service with Jackson County Recorder of Deeds; and (d) distribution of 50% of the balance remaining in the Project Fund, if any, to the City and to the County, on the third anniversary of the date hereof.

**5. City Actions.** With respect to each Pilot Parcel acquired by the Land Bank in the Tax Sale (by active bid sale or by deemed sale), or by the City in the Tax Sale, the City shall use reasonable efforts to cause an owner’s policy of title insurance, as referred to section 2(a) contained herein, to be purchased from the Title Vendor in accordance with the applicable Title Commitment promptly following confirmation of the sale of such parcel in the Tax Sale.

**6. Personal liability of public officials.** Neither the County nor any officer, official, employee, or agent of the County shall be personally responsible for any liability arising under or growing out of this Agreement or operations of the County under the terms of the Agreement. Neither the City nor any officer, official, employee, or agent of the City shall be personally responsible for any liability arising under or growing out of this Agreement or operations of the City under the terms of the Agreement.

**7. Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

**8. Modification.** Unless otherwise stated in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by the City and the County.

**9. Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**10. Inspection of documents.** The County's records in connection with this Agreement shall be available for inspection by City representatives in accordance with Chapter 610 RSMo. The City and County shall meet prior to November 1, 2019 to share information and to conduct an evaluation of this pilot program.

**11. Notice.** Any notice to a party in connection with this contract shall be made in writing and shall be sent by registered or certified mail to the parties at the addresses shown below or by electronic mail to the parties shown below.

City of Kansas City, Missouri  
John A. Wood, Director,  
Neighborhoods and Housing Services Department  
400 City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
Fax number (816) 513-3201

The Land Bank of Kansas City  
Michael Patillo, Interim Executive Director  
4900 Swope Parkway  
Kansas City, Missouri 64131  
Fax number (816) 513-9049

Jackson County, Missouri  
V. Edwin Stoll, Chief Administrative Officer  
415 E. 12<sup>th</sup> Street, Ste. 200  
Kansas City, MO 64106  
(816) 881-3064

Jackson County, Missouri  
Whitney Miller, Director of Collections  
Collections Department  
415 E. 12<sup>th</sup> Street, Ste. 100  
Kansas City, MO 64106  
(816) 881-3187

**12. Severability of provisions.** All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions, or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**13. Termination.** Unless sooner terminated pursuant to the terms and provisions set forth above, this Agreement will terminate upon the third anniversary of the date hereof following the distribution described in Section 4, above, provided that this Agreement may be modified and/or extended upon and in accordance with the mutual written agreement of the parties.

**IN WITNESS WHEREOF**, the City and County, by their authorized representative have caused this Agreement to be executed as of the day and year first above written.

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

**CITY ATTORNEY'S OFFICE**, approved as to form:

By: \_\_\_\_\_  
Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_

**COUNTY COUNSELOR'S OFFICE**, approved as to form:

By: \_\_\_\_\_  
Attorney

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the County Legislature

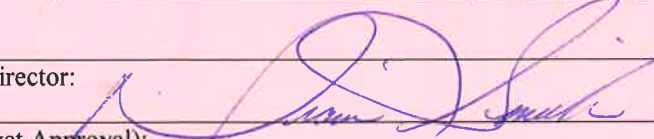


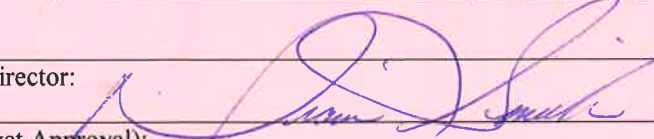


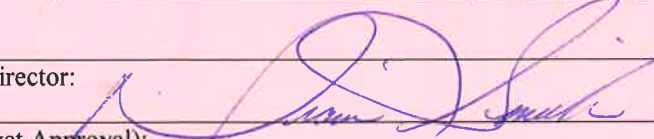


# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5206

Sponsor(s): Crystal Williams

Date: March 4, 2019

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating eighty three thousand six hundred nine dollars (\$83,609), transferring six thousand three hundred ninety one dollars (\$6,391), and authorizing the County Executive or his designee to execute a Cooperative Agreement with the City of Kansas City, Missouri regarding the actions, funding, implementation and evaluation of a pilot program relating to the 2019 delinquent land tax foreclosure sale, including, without limitation, the utilization of those funds under the terms and conditions of that agreement.</u></p>																						
BUDGET INFORMATION <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>\$90,000</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>\$90,000</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><b>From: Account</b></td> <td><b>From: Amount</b></td> </tr> <tr> <td>049-2810 Collector's Fund – Undesignated Fund Balance</td> <td>\$ 83,609</td> </tr> <tr> <td>001-1403-55010 General Fund – Collections – Regular Salaries</td> <td>6,391</td> </tr> <tr> <td><b>To: Account</b></td> <td><b>To: Amount</b></td> </tr> <tr> <td>049-1403-56790 Collector's Fund – Collections – Other Contractual Services</td> <td>\$ 83,609</td> </tr> <tr> <td>001-1403-56790 General Fund – Collections – Other Contractual Services</td> <td>6,391</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>  <input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$          Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$90,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$90,000	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number;		<b>From: Account</b>	<b>From: Amount</b>	049-2810 Collector's Fund – Undesignated Fund Balance	\$ 83,609	001-1403-55010 General Fund – Collections – Regular Salaries	6,391	<b>To: Account</b>	<b>To: Amount</b>	049-1403-56790 Collector's Fund – Collections – Other Contractual Services	\$ 83,609	001-1403-56790 General Fund – Collections – Other Contractual Services	6,391
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049-1403-56790 Collector's Fund – Collections – Other Contractual Services	\$ 83,609																						
001-1403-56790 General Fund – Collections – Other Contractual Services	6,391																						
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Res. 19915, adopted July 23, 2018																						
CONTACT INFORMATION	RLA drafted by (name, title, & phone): V. Edwin Stoll, Chief Administrative Officer																						
REQUEST SUMMARY	The County (by Resolution 19915) and the City of Kansas City, Missouri have expressed a desire to work collaboratively to structure delinquent land tax foreclosure sale procedures which, if successful and implemented, it is believed in many cases would increase the availability of reasonably priced owner's and lender's policies of title insurance for parcels purchased at the delinquent land tax foreclosure sale. The Cooperative Agreement sets forth the terms and conditions for the actions, funding, implementation and evaluation of the structure on a pilot program basis for the 2019 delinquent land tax foreclosure sale, including, without limitation, the contribution of \$90,000.00 by each party and the terms of any RFP for title services.																						
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																							
REVIEW	<table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: 2/27/19</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td></td> <td>Date: 2/25/19</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 2/27/19</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 2/27/19	Finance (Budget Approval): <i>If applicable</i>		Date: 2/25/19	Division Manager:		Date: 2/27/19	County Counselor's Office:		Date:										
Department Director:		Date: 2/27/19																					
Finance (Budget Approval): <i>If applicable</i>		Date: 2/25/19																					
Division Manager:		Date: 2/27/19																					
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:
049-2810	Undesignated Fund Balance	\$83,609

- 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: February 25, 2019

Ord # 5206

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>049 Collector's Maintenance Fund</b>			
9999 -	2810 Undesignated Fund Balance	\$ 83,609	\$ -
1403 Collections	56790 Other Contractual Services		83,609
<b>001 General Fund</b>			
1403 Collections	55010 Regular Salaries	6,391	
1403 Collections	56790 Other Contractual Services		6,391
		<u>\$ 90,000</u>	<u>\$ 90,000</u>

3/25/19  
Budget Officer

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

**AN ORDINANCE** appropriating \$61,000.00 from the undesignated fund balance of the 2019 General Fund representing a stipend awarded by Blue Cross and Blue Shield of Kansas City to be used to fund an Associate Wellness Reimbursement Program.

**ORDINANCE NO. 5207**, March 4, 2019

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the County's associate group health insurer, Blue Cross and Blue Shield of Kansas City has awarded the County a stipend in the amount of \$60,000.00, to be used to fund an Associate Wellness Reimbursement Program; and,

WHEREAS, under this program, County associates will be entitled to the reimbursement of certain wellness-related expenses in an amount no to exceed \$55.00 per person; and,

WHEREAS, this program will provide County associates assistance in the pursuit of wellness activities that meet their individual needs; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund	47957-BlueCross/BlueShield Wellness	\$61,000	
9999	2810-Undesignated Fund Balance		\$61,000
9999	2810-Undesignated Fund Balance	\$61,000	
Human resources 001-1202	56711-Wellness Incentive		\$61,000

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute any and all documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:

  
Interim County Counselor

I hereby certify that the attached Ordinance, Ordinance No.5207 introduced on March 4, 2019, was duly passed on \_\_\_\_\_, 2019 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. 5207.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$61,000.00

2/28/19  
\_\_\_\_\_  
Date

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




# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5207

Sponsor(s): Charlie Franklin

Date: March 4, 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>An Ordinance appropriating \$61,000 from the 2019 General Fund in acceptance of funds from Blue Cross &amp; Blue Shield of Kansas City for a 2019 Associate Wellness Reimbursement Program.</u>													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="302 499 1495 814"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$61,000</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>\$61,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 00-General Fund 2810 Undesignated Fund Balance</td> <td>\$61,000</td> </tr> <tr> <td>TO: 001-1202-56711 Blue Cross Blue Shield Wellness</td> <td>\$61,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$  Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):		Amount authorized by this legislation this fiscal year:	\$61,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$61,000	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM: 00-General Fund 2810 Undesignated Fund Balance	\$61,000	TO: 001-1202-56711 Blue Cross Blue Shield Wellness	\$61,000
Amount authorized by this legislation this fiscal year:	\$61,000													
Amount previously authorized this fiscal year:	\$0													
Total amount authorized after this legislative action:	\$61,000													
Amount budgeted for this item * (including transfers):	\$0													
Source of funding (name of fund) and account code number; FROM: 00-General Fund 2810 Undesignated Fund Balance	\$61,000													
TO: 001-1202-56711 Blue Cross Blue Shield Wellness	\$61,000													
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by: Dennis Dumovich, Director of Human Resources, 816-881-3140													
REQUEST SUMMARY	This is a request to appropriate \$61,000 from the 2019 General Fund in acceptance of a stipend awarded to Jackson County by Blue Cross and Blue Shield of Kansas City, for the purpose of providing a 2019 wellness reimbursement for all full-time associates up to \$55 per associate. Associates will be given a list of eligible expenses (see attached list), that they will be able to claim for reimbursement. The reimbursements are considered a benefit-in-kind and will be taxable income. Offering this wellness reimbursement program will allow associates to pursue wellness activities that meet their current individual needs. A Wellness Reimbursement Program encourages and supports a well-rounded healthy lifestyle for associates both at work and at home.													
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														
REVIEW	<table border="1" data-bbox="302 1646 1528 1890"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 2/25/19</td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director:	Date:	Finance (Budget Approval): <i>If applicable</i> 	Date: 2/25/19	Division Manager:	Date:	County Counselor's Office:	Date:				
Department Director:	Date:													
Finance (Budget Approval): <i>If applicable</i> 	Date: 2/25/19													
Division Manager:	Date:													
County Counselor's Office:	Date:													

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.

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

- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-9999-47957	BCBS Wellness	\$61,000

- 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: February 25, 2019

Ord # 5207

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>001    General Fund</b>			
9999    -	47957    Blue Cross/Blue Shield Wellnes	\$      61,000	\$                          -
9999    -	2810    Undesignated Fund Balance		61,000
9999    -	2810    Undesignated Fund Balance	61,000	
1202    Human Resources	56711    Wellness Incentive		61,000
		<u>\$      61,000</u>	<u>\$      61,000</u>


2/25/19



The Wellness Stipend is designed to establish, implement and/or maintain program(s) which target increased awareness of health risks and/or support behavior change.

**Below is a sampling of approved uses for the Wellness Stipend.** *Please request prior approval for programs or items not contained in the list below.*

### **Blue KC Programs**

Onsite classes and online challenges

### **Worksite Screenings**

Lipid Panel (Cholesterol, Blood Pressure, Glucose, BMI, body fat percentage), Thyroid, Flu Shots, Venipuncture, Cotinine Testing

### **Worksite Health Fair Services**

Osteoporosis Screening, Skin Cancer Screening, Mobile Mammography, Cardiovascular Screening, CPR Certification

### **Wellness-Related Consultative Services**

Licensed Registered Dietician (RD), Onsite Nurse (RN), Personal Trainer, Lifestyle Coach, Health and Wellness Coordinator

**Behavioral Change Class/Program** Physical Activity (Aerobic exercise, Flexibility, Strength); Healthy Eating (Fruits, Vegetables, Sugary Drinks, Meal Planning, Cooking Demonstration); Stress Management; Well-being (Career, Financial, Physical, Social, Community)

### **Health and Wellness Materials**

Books, Videos, Brochures

### **Tobacco Cessation Programming**

Coaching Program (onsite or telephonic), Nicotine Replacement Therapy/RX Therapy, Digital Smoking Cessation Program, Smoking Cessation Seminars

### **Healthy Weight Programming**

Weight Watchers at Work, Healthy Weight Coaching (onsite or telephonic), Digital Weight Management Program

### **Digital Programs**

Self-Directed Coaching Modules, Online Challenges

### **Worksite Exercise Class/Relaxation Programming**

Walking, Water Aerobics, Swimming, Cycling, Aerobics, Yoga, Stretching, Massage, Alternative/Holistic Services

### **Fitness Services**

Fitness Equipment (associated with an onsite employer fitness center – Cardio Machines, Free Weights, Weight Equipment), Health Kiosks, Sit-Stand Workstations, Race Entry Fees, Activity Tracking Devices

### **Incentives**

Wellness-related items that incent participation in wellness programs.

**Note:** contribution-based incentives are not covered under this program.

### **Data Extracts**

To generate company data extracts that are explicitly used to support wellness programs.



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

**A RESOLUTION** authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the Mid-America Regional Council (MARC) Solid Waste Management District to provide access to the Regional Household Hazardous Waste Centers for the residents of the unincorporated county, at a cost to the County not to exceed \$24,594.00.

**RESOLUTION NO. 20099**, March 4, 2019

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Missouri statute; and,

WHEREAS, the City of Kansas City, Missouri, and the City of Lee's Summit, Missouri, each operate a permanent household hazardous waste (HHW) facility and have agreed to make these HHW collection facilities available for the citizens of the participating members of the SWMD; and,

WHEREAS, Jackson County has participated in the regional HHW collection program since its inception in 1997; and,

WHEREAS, the regional HHW program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous wastes; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached agreement with the MARC Solid Waste Management District, to participate in the Regional Household Hazardous Waste Centers, at a cost to the County not to exceed \$24,594.00; and,

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

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20099 of March 4, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 002 1500 56790  
ACCOUNT TITLE: Health Fund  
Health Services  
Other Contractual Services  
NOT TO EXCEED: \$24,594.00

2/28/19  
\_\_\_\_\_  
Date

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

**Intergovernmental Agreement between the  
MARC Solid Waste Management District and  
Unincorporated Jackson County, Missouri relating to the  
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Unincorporated Jackson County, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

**I** *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

**II** *Effective Date*

Unincorporated Jackson County, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2019.

**III** *Termination*

*A. Budget Limitations.* This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

*B. Termination of regional program.* If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

#### IV *Duties of Participating Member*

A. *Fees.* **Unincorporated Jackson County, Missouri** agrees to pay the sum of **\$24,593.95** to participate in the 2019 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.07 applied to 2017 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

*Annual Renewal.* The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2019. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

#### V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;

- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;
- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Chris Bussen Date: 11/28/18

Chris Bussen, Chair

Participating Member:

\_\_\_\_\_ Date : \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

2019 Regional Household Hazardous Waste Collection Program		
Attachment 1	2017	\$1.07
Community	Population Estimates	per capita
Archie	1,206	\$ 1,290.42
Belton	23,480	\$ 25,123.60
Blue Springs	54,945	\$ 58,791.15
Buckner	3,056	\$ 3,269.92
Camden Point	546	\$ 584.22
Claycomo Village	1,488	\$ 1,592.16
Cleveland	660	\$ 706.20
Dearborn	521	\$ 557.47
Drexel	952	\$ 1,018.64
Edgerton	603	\$ 645.21
Excelsior Springs	11,560	\$ 12,369.20
Ferrelview	798	\$ 853.86
Garden City	1,629	\$ 1,743.03
Gladstone	27,140	\$ 29,039.80
Glenaire	573	\$ 613.11
Grain Valley	13,996	\$ 14,975.72
Grandview	25,159	\$ 26,920.13
Greenwood	5,742	\$ 6,143.94
Hardin	538	\$ 575.66
Harrisonville	10,103	\$ 10,810.21
Kearney	10,049	\$ 10,752.43
Lake Lotawana	2,099	\$ 2,245.93
Lake Tapawingo	726	\$ 776.82
Lake Waukomis	924	\$ 988.68
Lake Winnebago	1,170	\$ 1,251.90
Lawson	2,394	\$ 2,561.58
Liberty	31,507	\$ 33,712.49
Loch Lloyd	749	\$ 801.43
Lone Jack	1,237	\$ 1,323.59
North Kansas City	4,505	\$ 4,820.35
Oak Grove	8,112	\$ 8,679.84
Orrick	806	\$ 862.42
Parkville	6,772	\$ 7,246.04
Peculiar	5,118	\$ 5,476.26
Platte City	4,944	\$ 5,290.08
Pleasant Hill	8,545	\$ 9,143.15
Pleasant Valley	3,043	\$ 3,256.01
Raymore	21,167	\$ 22,648.69
Raytown	29,211	\$ 31,255.77
Richmond	5,655	\$ 6,050.85
Riverside	3,354	\$ 3,588.78
Smithville	9,798	\$ 10,483.86
Sugar Creek	3,308	\$ 3,539.56
Weatherby Lake	1,993	\$ 2,132.51
Weston	1,784	\$ 1,908.88
Wood Heights	687	\$ 735.09
Unincorporated Cass County	25,026	\$ 26,777.82
Unincorporated Clay County	15,910	\$ 17,023.70
Unincorporated Jackson Co.	22,985	\$ 24,593.95
Unincorporated Platte County	28,536	\$ 30,533.52
Unincorporated Ray County	11,389	\$ 12,186.23

Source: marc.org/data&economy/MetroDateline/Currentpopulationdata

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:  
 Res/Ord No.: 20099  
 Sponsor(s): Charlie Franklin  
 Date: March 4, 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorize County Executive to execute an agreement with MARC Solid Waste Management District relating to the Regional Household Hazardous Waste Program.</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>\$24,597.00</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>\$24,597.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$24,597.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 002-1500-56790 Other Contractual Services  TO ACCT</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): \$23,828.70      Prior Year Actual Amount Spent (if applicable): \$23,828.70</p>	Amount authorized by this legislation this fiscal year:	\$24,597.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$24,597.00	Amount budgeted for this item * (including transfers):	\$24,597.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 002-1500-56790 Other Contractual Services  TO ACCT
Amount authorized by this legislation this fiscal year:	\$24,597.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$24,597.00										
Amount budgeted for this item * (including transfers):	\$24,597.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 002-1500-56790 Other Contractual Services  TO ACCT										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18756 – 4-13-15 #18409- 3/3/14 #18085- 2/13/2013 #17766- 1/9/2012 #17482- 2/14/2011</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>WHEREAS, Cass, Clay, Jackson, Platte and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Missouri State Statutes.</p> <p>WHEREAS, the City of Kansas City, Missouri and the City of Lee's Summit, Missouri each operate a permanent Household Hazardous Facility and have agreed to make the HHW collection facilities available for participating members to the SWMD.</p> <p>SUMMARY: The Environmental Health Division of the Public Works has participated in the Regional HHW program for the previous 18 years. The Regional HHW Program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous waste as well as the dozen or so mobile events held throughout the metro area. The county will work to successfully and safely dispose of various household waste materials. The staff of MARC, along with the MARC Solid Waste Management Districts participating communities provide for the size, type and selection of</p>										



	the mobile events.	
	THEREFORE, the County Executive is authorized to execute an agreement with the MARC Solid Waste Management District to participate in the Regional Household Hazardous Waste Center and at a cost not to exceed \$24,593.95 in 2019.	
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	Copy of agreement	
REVIEW	Department Director: Deb Sees <i>Deb Sees</i>	Date: 2/22/19
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 2/25/19
	Division Manager:	Date:
	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>002-1500-56790</del>	<del>Other Contractual Services</del>	<del>\$24,593.95</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:**

This expenditure was included in the Annual Budget.

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

Date: February 25, 2019


RES # 20099

Department / Division                      Character/Description                      Not to Exceed

**002    Health Fund**

1500    Health Services                      56790    Other Contractual Services                      \$            24,594

\$            24,594

 2/25/19  
Budget Officer



RECEIVED

FEB 28 2019

MARY JO SPINO  
COUNTY CLERK

Ms 2-28-19  
9:03 PM

FRANK WHITE, JR.  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-03**

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


**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: FEBRUARY 27, 2019**

**RE: REAPPOINTMENT TO THE JACKSON COUNTY MERIT COMMISSION**

I hereby make the following reappointment to the Jackson County Merit Commission:

Kirk H. Doan is reappointed for a term to expire December 31, 2022.

  
Frank White, Jr., County Executive

Date: 2/28/19



**FRANK WHITE, JR.**  
Jackson County Executive

RECEIVED

FEB 28 2019

MARY JO SPINO  
COUNTY CLERK

JWR  
10:40am

**EXECUTIVE ORDER NO. 19-04**

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

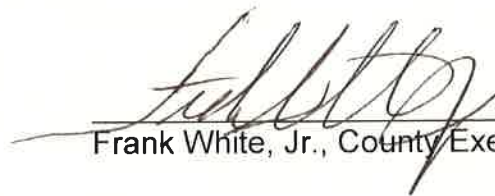
**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: FEBRUARY 27, 2019**

**RE: REAPPOINTMENT TO THE MID-CONTINENT LIBRARY BOARD  
OF TRUSTEES**

I hereby make the following reappointment to the Mid-Continent Library Board of Trustees.

Brent Schondelmeyer is reappointed for a term to expire June 30, 2022.

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

Date: 2/28/19\_\_\_\_\_

