

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$30,000.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of the OSCA Juvenile Justice Program Assistance grant received from the Office of State Courts Administrator.

ORDINANCE NO. 4765, August 17, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division has been awarded the OSCA Juvenile Justice Program Assistance grant in the amount of \$30,000.00 by the Office of the State Courts Administrator, for the period of July 1, 2015, through June 30, 2016; and,

WHEREAS, the grant funds will be used to provide monitoring of at risk youth; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2015 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Juvenile Justice Program			
010-2191	45361 - Increase Revenue	\$30,000	
010-2810	Undesignated Fund Balance		\$30,000
010-2810	Undesignated Fund Balance	\$30,000	
010-2191	55010 - Salaries		\$30,000

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. 4765 introduced on August 17, 2015, was duly passed on _____, 2015 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. 4765.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$30,000.00


Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4765

Sponsor(s): Alfred Jordan

Date: August 17, 2015

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>OSCA Juvenile Justice Program Assistance</u>													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="349 489 1419 743"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$30,000</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>\$30,000</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$30,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td>FROM ACCT 010-2810 30,000.00 TO ACCT 010-2191-55010 30,000</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): 30,000 Prior Year Actual Amount Spent (if applicable): 30,000		Amount authorized by this legislation this fiscal year:	\$30,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$30,000	Amount budgeted for this item *:	\$30,000	Source of funding (name of fund) and account code number	FROM ACCT 010-2810 30,000.00 TO ACCT 010-2191-55010 30,000		
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Amount budgeted for this item *:	\$30,000													
Source of funding (name of fund) and account code number	FROM ACCT 010-2810 30,000.00 TO ACCT 010-2191-55010 30,000													
PRIOR LEGISLATION	Prior ordinances and (date): <u>4643 09/2/14</u> Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775													
REQUEST SUMMARY	This is a request to appropriate \$30,000.00 from the 2015 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Office of State Courts Administrator. The project is named "OSCA Juvenile Justice Program Assistance" and its purpose is to provide monitoring of at risk youth. The project began July 1, 2015 and will continue through June 30, 2016. Please appropriate the \$30,000.00 into the accounts listed below: 010-2191-55010 Other Professional Services \$30,000.00													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
ATTACHMENTS														
REVIEW	<table border="1" data-bbox="337 1696 1565 1944"> <tr> <td>Department Director:</td> <td></td> <td>Date</td> </tr> <tr> <td>Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i></td> <td><i>Roy Fairchild</i></td> <td>Date: 07/30/15 <i>07/30/15</i></td> </tr> <tr> <td>Division Manager: <i>Mary Marquez, Deputy Court Administrator</i></td> <td><i>Mary Marquez</i></td> <td>Date: 07/30/15 <i>7/30/2015</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td><i>[Signature]</i></td> <td>Date: <i>8/11/15</i></td> </tr> </table>		Department Director:		Date	Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i>	<i>Roy Fairchild</i>	Date: 07/30/15 <i>07/30/15</i>	Division Manager: <i>Mary Marquez, Deputy Court Administrator</i>	<i>Mary Marquez</i>	Date: 07/30/15 <i>7/30/2015</i>	County Counselor's Office:	<i>[Signature]</i>	Date: <i>8/11/15</i>
Department Director:		Date												
Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i>	<i>Roy Fairchild</i>	Date: 07/30/15 <i>07/30/15</i>												
Division Manager: <i>Mary Marquez, Deputy Court Administrator</i>	<i>Mary Marquez</i>	Date: 07/30/15 <i>7/30/2015</i>												
County Counselor's Office:	<i>[Signature]</i>	Date: <i>8/11/15</i>												

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	Undesignated fund balance	\$30,000.00


- 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: August 3, 2015

ORD # 4765

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
2191 - OSCA Juvenile Justice Program	45361 - Increase Revenues	30,000	
2810	Undesignated Fund Balance		30,000
2810	Undesignated Fund Balance	30,000	
2191 - OSCA Juvenile Justice Program	55010 - Regular Salaries		30,000
			
Budgeting		30,000	30,000



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	Award Amount
July 10, 2015	
Contract Period	\$30,000.00
7/1/2015 to 6/30/2016	

Juvenile Justice Program Assistance

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 16-003-08	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Justine E. Del Muro Presiding Judge Sixteenth Judicial Circuit 415 East 12th Street Kansas City, MO 64106	Mary Marquez Deputy Court Administrator of Family Court Services Sixteenth Judicial Circuit 625 East 26th Street Kansas City, MO 64108	Jay Rodieck 573-522-2043
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Funding provided to assist with the Night Light program for the Sixteenth Judicial Circuit.

Requested Funding: \$30,000.00 Awarded Funding: \$30,000.00

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature	OSCA Signature
<i>[Signature]</i> 7-28-15	<i>[Signature]</i>
Printed Name	Printed Name
John Torrance	Earl Kraus
Presiding Judge Signature	Title
	Deputy State Courts Administrator
Printed Name	Date
	7/16/2015



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

July 9, 2015

The Honorable Justine E. Del Muro
Presiding Judge
Sixteenth Judicial Circuit
415 East 12th Street
Kansas City, MO 64106

*Mary -
signed contract
J Del Muro
10 July
2015*

Dear Judge Del Muro:

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The Sixteenth Judicial Circuit has been awarded \$30,000.00 to assist with the Night Light Program for FY16 under contract OSCA 16-003-08.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract."

Additional language that OSCA uses in its contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save

and hold harmless and/or indemnify the contractor against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the contract.”

The following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached by telephone at 573-751-4377 or via e-mail as indicated below:

Jay Rodieck, Program Administration – jay.rodieck@courts.mo.gov
Russell Rottmann, Contractual Matters – osca.contracts@courts.mo.gov
Jessica Schwaller, Quarterly Reports – jessica.Schwaller@courts.mo.gov
Shelly Peters, Fiscal Matters (invoicing/reimbursements) – shelly.peters@courts.mo.gov

Congratulations on your award.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

EK/tr

Enclosures:
Juvenile Justice Program Assistance Contract Award



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO: OSCA 16- 003
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: March 23, 2015

CONTACT: Russell Rottmann
PHONE NO: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: April 23, 2015

RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR
Attn: Contracts Unit
2112 INDUSTRIAL DRIVE
P O BOX 104480
JEFFERSON CITY, MO 65110-4480

CONTRACT PERIOD: July 1, 2015 through June 30, 2016

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE <i>Michelle E. DeLoe</i>		DATE 15 July 2015
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE <i>[Signature]</i>		July 9, 2015
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
COURT: SIXTYFIFTH JUDICIAL CIRCUIT		
MAILING ADDRESS 625 EAST 24 TH STREET		
CITY, STATE, ZIP KANSAS CITY MISSOURI 64108		
CONTACT PERSON THERESA BYRD		TITLE DIRECTOR FIELD SERVICES
PHONE NUMBER 816-881-6510	FAX NUMBER 816-881-6504	E-MAIL ADDRESS tbyrd@courts.mo.gov

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>AS SUBMITTED</i>		
REQUESTED AMOUNT \$30,000.00		AWARDED AMOUNT \$30,000.00
CONTRACT NO. OSCA 16-003-08	CONTRACT PERIOD July 1, 2015 through June 30, 2016	
OSCA CONTRACTS COORDINATOR <i>Russell W. Rottmann</i>	DATE 7/16/15	DEPUTY STATE COURTS ADMINISTRATOR <i>[Signature]</i>

OSCA 16-

*My Attorney's Deputy Court Administrator
Family Court Division
7-8-2015*

Name of Program

- Name: Night Light
- Program Category: Supervision
- Submitted By: Jackson County Family Court Services

Geographical Area to be Served

Jackson County lies in west central Missouri, bordered on the north by the Missouri River and on the west by the state of Kansas. Kansas City, the largest city by population in Missouri, lies largely within Jackson County's boundaries. Independence (Missouri's fourth largest city), Lee's Summit (sixth largest city), and Blue Springs (eleventh largest city) all lie within Jackson County.

Program Need

The Night Light Program serves clients placed on probation who are classified at medium or maximum level supervision. Any probation client displaying increased risk factors at a lower level of supervision may also be referred to the program for supervision. All youth completing Residential Care and Private Placement under Family Court jurisdiction are referred to the program for aftercare supervision. It has been researched and determined these youth have a higher probability to re-offend between the hours 9:00 PM and 2:00 AM for the following reasons:

1. Unaddressed substance abuse by youth and within family.
2. The inability to problem solve and handle conflict appropriately.
3. The lack of adult supervision.
4. Failure to be held accountable for their actions.
5. Lack of community support.

Number of People Served and Number of Service Hours Provided

We are requesting \$30,000 to be utilized to pay off-duty law enforcement officers who accompany Family Court Officers to the youths' homes between the hours of 9:00 PM - 2:00 AM, Monday – Saturday. Approximately 75-100 youth will be served through this grant.

Implementation Plan

The Night Light Program is currently operational within the 16th Circuit, as per implementation planning submitted for the previous funding cycle. Continued funding will allow for an increased capacity to provide surveillance and monitoring to those youth assessed to be at risk of reoffending or probation revocation, but who do not require detainment in detention.

The Night Light Program is a collaborative effort between the Jackson County Family Court and the Jackson County Sheriff's Department. The program is designed to monitor compliance with conditions of supervision for serious and potentially violent juvenile offenders who are either under pre-adjudication supervision, on probation, or re-entering the community from residential placement. The Night Light program serves primarily as a probation/re-entry service provider of supervision and coordinated services, and it is utilized as a graduated sanction to assist primary Juvenile Probation Officers in maintaining or stabilizing youth in the community. Evening and late-night operations occur between the hours of 9:00 PM and 2:00 AM. During this time, Night Light Juvenile Probation Officers (JPOs) are accompanied by uniformed Jackson County

Sheriff's Deputies in marked law enforcement vehicles to conduct random home visits. Telephone checks are conducted as well to ensure that youth are complying with the conditions of their supervision. Urinalysis testing and school checks are conducted on a random basis. The overall length of the program is 30-60 days. When time permits, Night Light also attempts to locate youth who have active capias warrants due to absconding from court ordered placement.

Between January-November 2014, 91 youth were determined to be in need of Night Light services. 24 of these were youth on Re-Entry Aftercare status following release from residential placement. 91% did not receive new delinquent referrals during program participation. 71% of drug tests administered by Night Light staff during this period were negative for substance use.

Project Goals and Objectives

The goals of Night Light are to enhance community safety during program enrollment, to promote a drug free lifestyle, and to promote school attendance. Night Light seeks to meet these goals through the following objectives:

- Program youth will remain at home during curfew hours during program enrollment, as determined by regular curfew checks.
- Program youth remain drug free during program enrollment as determined by random drug testing.
- Program youth attend school during program enrollment as determined by school attendance checks.

Sustainability

Jackson County Family Court has been a leader for a number of years in the Juvenile Detention Alternatives Initiative. It remains an ongoing paradigm approach in how we work with delinquent youth while protecting the community. We have consistently worked to reduce the unnecessary use of secure detention through implementing programs such as the Jackson House non-secure detention, Home Detention, Trackers, and Night Light.

The following is a brief history which demonstrates that when we begin new programs through the generous assistance of grant funding, we routinely sustain these programs after the funding ceases.

- In 1997, Jackson County Family Court begin the Night Light program, designed to protect the community with police assistance through curfew checks of court involved youth living at home. That same year, we began Intensive Probation Services (ISS) in an effort to protect the community while serving high risk youth in the community in order to prevent unnecessarily placing them in correctional residential settings.
- In 1998, the After School Supervision Education Treatment Program (ASSET) began in order to supervise high risk youth in the community after school and in the early evening during peak hours when crime was determined to most frequently occur.
- In 1998, the Family and Juvenile Drug Court were initiated. Family Drug Court worked with parents with drug problems and assisted them in becoming better parents and providing safe and nurturing homes for their children. The Juvenile Drug Court, a specialty court, provided frequent involvement with the judiciary and brought the various

elements of judicial personnel and treatment providers together as a team to assist youth in developing drug free lifestyles

- In 1999, Our Girls Make A Difference was initiated in order to provide gender responsive programming.
- In 2004, we initiated Spanish training and translation of legal documents into Spanish to better serve Spanish speaking clients.
- In 2005, curricula for cognitive behavior programs and parenting programs were obtained (EQUIP, Parents Who Care, Nurturing Parenting Program) to implement best practice programs.
- In 2008, we began Functional Family Therapy (FFT) for clients leaving residential correctional programs and returning to their homes and communities on reentry and aftercare.
- Beginning in 2009, the Department of Public Safety has provided funding for the Gender Specific Program. It has supported a gender specific probation officer, purchase of the Girls Circle curriculum, and a gender specific tracker. We have since added two gender specific probation officers that are paid for through the general budget. The Girls Circle Program has also included two weekly Girls Groups and a Mothers-Daughters group.
- In 2010, we were awarded the Mentoring Children of Prisoners Grant by Federal Health and Human Services, but unfortunately this ended prematurely after one year due to federal budgetary constraints. Nevertheless, we have successfully maintained this impressive mentoring program.

Some of these programs have made modifications according to the last evidence based practices and in order to adjust to current conditions. However, all of them continue to operate at the present time. This history demonstrates that our agency has the professional experience, skills, and effort necessary to achieve our proposal, use the funding wisely, make the program successful, and sustain it even after the funds are no longer available.

Budget

- Contractual Services: \$30,000 will pay two off duty law enforcement officers, each at a rate of \$33.00 per hour, for 4 hours each night that home visits are conducted. This is a total cost of \$264 per night.
- Resource Materials: \$0
- Equipment: \$0
- Education: \$0

Details to Justify Budget

- Proposed number of juveniles served: 75-100
- Number of service hours to be provided:
 - Night Light employs two full time staff who each work 40 hours a week to execute the program. Night Light partners with the Jackson County Sheriff's Department to provide two law enforcement officers for four hours a night, four

to six days a week, to assist with in-home curfew checks. This equals 112-128 service hours per week.

- Cost of proposed services per person/per hour and calculation of how costs have been determined:
 - \$30,000 will pay two off duty law enforcement officers, each at a rate of \$33.00 per hour, for 4 hours each night that home visits are conducted. This is a total cost of \$264 per night.

County to which reimbursements shall be made

Reimbursements should be made to:

Mr. Roy Fairchild, Budget and Fiscal Officer
Jackson County Family Court Services
625 E. 26th Street
Kansas City, Missouri 64108
Phone: 816-435-4751

Under Mr. Fairchild's supervision, reimbursements will be directly handled by:

Mr. Carl Bayless, Coordinator – Grant Revenue and Contracts
Jackson County Family Court Services
625 E. 26th Street
Kansas City, Missouri 64108
Phone: 816-435-4775
Fax: 816-435-4793

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing September 28, 2015, through October 4, 2015 as Diaper Need Awareness Week in Jackson County.

RESOLUTION NO. 18903, August 17, 2015

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy, and dry, can adversely affect the health and welfare of infants, toddlers, and their families; and,

WHEREAS, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and,

WHEREAS, the average infant or toddler requires an average of 50 diaper changes per week over three years; and,

WHEREAS, since diapers cannot be bought with food stamps or WIC vouchers, obtaining a sufficient supply of diapers can cause economic hardship to families; and,

WHEREAS, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare and quality early education programs; and,

WHEREAS, the citizens of Jackson County recognize that addressing diaper need can lead to economic opportunity for the state's low-income families and to improved health for families and their communities; and,

WHEREAS, Jackson County is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims the week of September 28, 2015, through October 4, 2015, as Diaper Need Awareness Week in Jackson County and encourages all citizen to donate generously to those organizations that distribute diapers to families in need.

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. 18903 of August 17, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Hila “Dutch” Newman on the occasion of her 95th birthday celebration on August 18, 2015.

RESOLUTION NO. 18904, August 17, 2015

INTRODUCED BY Dan Tarwater III, Crystal Williams, Frank White, Jr., Tony Miller, Scott Burnett, Alfred Jordan, Dennis Waits, Greg Grounds and Theresa Galvin, County Legislators

WHEREAS, Hila “Dutch” Newman, a lifelong Democrat and impassioned leader in Jackson County political circles, is celebrating her 95th birthday on August 18, 2015; and,

WHEREAS, Dutch’s birth on August 18, 1920, was appropriately marked by another historic event, the ratification of the 19th Amendment to the U.S. Constitution, giving women the right to vote; and,

WHEREAS, Dutch has long been known for her love of and service to her community, having been active in Democratic politics since the 1950’s when she faced off in smoke-filled rooms dominated by men discussing candidate endorsements; and,

WHEREAS, in the early 1960’s Dutch founded the Westport Landing Democratic Club, sealing her legacy as a powerful voice in Jackson County politics; and,

WHEREAS, since then Dutch’s credentials have expanded to include services as

President of the Missouri Women's Federation Democratic Club, Vice Chair of the Jackson County Democratic Committee, Chair of the 10th and 11th Senatorial Districts, Founder and President of the 5th District Women's Democratic Club, Vice Chair of the 5th Congressional District, and the first woman appointed by the governor to serve on a U.S. Senatorial redistricting committee; and,

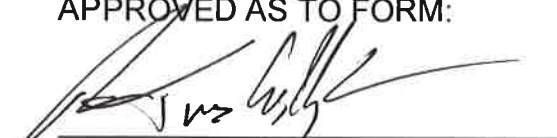
WHEREAS, Dutch has received numerous awards and recognitions for her service, including the Harry S Truman Award, the Women's 5th District Woman of the Year Award, the Senator Harry Wiggins Public Service Award, induction into the Greater Kansas City Women's Political Caucus's Hall of Fame, the Senator Ronnie DePasco Award for Distinguished Service, the Rodger A. Gooden Award, and the COMBAT Community Mother's Award; and,

WHEREAS, Dutch's children, Michele Newman, Phyllis Rice, and Donna Newman, and her grandchildren, Courtney, Phillip, and Christopher, and great grandchildren, Brecken, Crew, Hudson, Colton, Hunter Bell, Emmy, and Hope, and all of her beloved friends extend best wishes on this occasion; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Hila "Dutch" Newman on the occasion of her 95th birthday and extends best wishes to her in the future.

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. 18904 of August 17, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$2,000.00 to Turn the Page KC, for sponsorship of its Mobility Summit, to be held September 1, 2015.

RESOLUTION NO. 18905, August 17, 2015

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, Turn the Page KC is a non-profit organization that promotes reading proficiency among area children; and,

WHEREAS, Turn the Page KC has submitted a request in the amount of \$2,000.00 to COMBAT for sponsorship of the Mobility Summit to be held September 1, 2015; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity to promote its anti-violent crime campaign; and,

WHEREAS, in exchange for its sponsorship, COMBAT will receive advertising on social media promotions and in the event program and recognition at the event; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized issue a check to Turn

the Page KC, in the amount of \$2,000.00 for sponsorship of its Mobility Summit event.

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. 18905 of August 17, 2015, was duly passed on _____, 2015 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: 008 4401 56210
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT
Advertising
NOT TO EXCEED: \$2,000.00


Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18905

Sponsor(s): Dennis Waits

Date: August 17, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the Director of Finance & Purchasing to make payment to Turn the Page KC, funded by the County's Anti-Drug Sales Tax Fund for the 2015 fiscal year, for the purpose of promoting anti-drug and anti-violence activities and purposes, not to exceed \$2000.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="318 621 1256 968"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$2000.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$2000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising</td> <td>\$2000.00</td> </tr> </table> <ul style="list-style-type: none"> • If account includes additional funds for other expenses, total budgeted in the account is: \$70,000.00 <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$70,000.00 Prior Year Actual Amount Spent (if applicable): \$67,520.10</p>	Amount authorized by this legislation this fiscal year:	\$2000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$2000.00	Amount budgeted for this item *:	\$2000.00	Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$2000.00
Amount authorized by this legislation this fiscal year:	\$2000.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$2000.00										
Amount budgeted for this item *:	\$2000.00										
Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$2000.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 18889, 7-20-2015, \$500.00; 18874, 6-29-2015, \$1500.00; 18868, 6-29-2015, \$500.00; 18826, 5-18-2015, \$1500.00; 18818, 4-27-2-15, \$500.00</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the Director of Finance & Purchasing to make payment to Turn the Page KC, funded by the County's Anti-Drug Sales Tax Fund for the 2015 fiscal year, for the purpose of promoting anti-drug and anti-violence and purposes, not to exceed \$2000.00.</p> <p>Background: Turn the Page KC focuses on producing a positive future through for area children starting with reading proficiency. On September 1, 2015, The Mobility Summit, sponsored by Turn the Page KC, will shine a light on chronic mobility's impact on student achievement. This event, which will be attended by over 100 educators, government officials and community leaders will be held at Ewing Marion Kauffman Foundation's Conference Center.</p> <p>The Drug Commission authorizes COMBAT administration to seek opportunities to expand the reach of COMBAT beyond partners and funded programs. The Mobility Summit, which is in line with other COMBAT funding meant to reduce truancy, provides an excellent opportunity to continue the marketing efforts of COMBAT. With this approval, COMBAT will have expended \$6500.00 of the maximum \$10,000.00 per year authorized by the Drug Commission for sponsorships.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>										

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Quote	
REVIEW	Department Director: <i>Abby Snow</i>	Date: <i>7-30-2015</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>8/4/15</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>8/11/15</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



Sponsorship Opportunity

The Missing Piece of KC's Education Story: Chronic mobility's impact on student achievement

Turn the Page KC instigates Kansas City's most positive future through 3rd grade reading proficiency. On September 1, 2015, Turn the Page KC will shine a light on chronic mobility's impact on student achievement by hosting a community summit. This event, which will be attended by over 100 educators, government officials, and community leaders, will take place at the Ewing Marion Kauffman Foundation's Conference Center.

To maximize impact, we need the support of the Kansas City community. Included is a sponsorship opportunity to support the expenses of this event.

Opportunity	Contribution	Benefits
School Attendance Sponsor	\$2,000 Event Expenses (Event materials, food and beverage, program facilitator)	<ul style="list-style-type: none"> • Logo on event invitation and social media promotion. • Logo display at event in print program and all digital media. • Verbal recognition during event program. • 5 complimentary invitations tickets to event program.

EVENT SPECS

Agenda

Attendee Goal: 100

Part 1. 8:00am-10:00am

Welcome

1. Kansas City Mayor Sly James
2. Jackson County Executive Mike Sanders
3. Brent Stewart, United Way of Greater Kansas City

The Impact of Student Mobility

Data Lever of Change: Attendance Rates

1. National Presentation: Russ Rumberger (30 minutes)

*RUSSELL W. RUMBERGER is Professor of Education in the Gevirtz Graduate School of Education at UC Santa Barbara. A faculty member at UCSB since 1987, Professor Rumberger has published widely in several areas of education: education and work; the schooling of disadvantaged students, particularly school dropouts and linguistic minority students; school effectiveness; and education policy. He recently completed a book, *Dropping Out: Why Students Drop Out of High School and What Can Be Done About It*. He also served as a panel member for the Institute of Education Sciences' Practice Guide, *Dropout Prevention* (2008). He currently directs the California Dropout Research Project, which is producing a series of reports and policy briefs about the dropout problem in California and a state policy agenda to improve California's high school graduation rate (<http://cdrp.ucsb.edu/>). Professor Rumberger received a Ph.D. in Education and a M.A. in Economics from Stanford University and a B.S. in Electrical Engineering from Carnegie-Mellon University.*

2. Center for Promise Researcher moderates a panel of youth and parents who've experienced mobility (30 min).
3. Local Presentation: The Extent of Student Mobility by KC-AERC with Q&A (30 min)
 - a. Student mobility Patterns, Trends and Hotspots in Kansas City
 - b. Attendance Rates, 3rd Grade Reading Proficiency and High School Graduation

Part 2. 10:15 am-2:30pm (break for lunch)

Community Solutions using Design Thinking

Facilitator: Lean Lab

Identify 3 groups of challenges illuminated by data, focus groups, and listening sessions, Attendees register for group preferences, and at the summit assign them which session assigned to. Assign attendees in groups. Use Design Thinking exercises to develop solutions and prototypes that we will turn into post-summit action plan. Invite youth from focus groups to each breakout session.

Part 3. 2:30pm-3:00pm

Pitches and Closing Remarks

1. Lean Lab facilitates the pitches/report out from the groups
2. Mike English closing remarks, framing for attendance awareness month, call to action

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Gloria Fisher
Venessa Maxwell-Lopez
Gene Morgan
Keith Query
Anita Russell
Joseph Spalitto, DDS
James Witteman, Jr.
Marva Marguerite Moses

Fax:
(816) 881-1416

Date: July 30, 2015

To: Cathy Jolly

From: Carol Lillis 

Subject: Turn the Page KC – Mobility Summit Sponsorship

Attached is the Request for Legislative Action for 2015, for a sponsorship for Turn the Page KC – Mobility Summit.

Turn the Page KC – Mobility Summit, focuses on producing a positive future for area children starting with reading proficiency. The Mobility Summit, which is in line with other COMBAT funding meant to reduce truancy, provides an excellent opportunity to continue the marketing efforts of COMBAT.

Recommendation's for sponsorships to market the mission statement of COMBAT.

Let me know if you have any questions or need additional information.

Thank you

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the Independence Chamber of Commerce for the use of the County's parking lot located at Kansas and Osage, for the Santa-Cali-Gon Days Festival, at no cost to the County.

RESOLUTION NO. 18906, August 17, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Independence Chamber of Commerce has requested the use of the County's parking lot located at Kansas and Osage for the Santa-Cali-Gon Days Festival from August 31, 2015, through September 9, 2015; and,

WHEREAS, the Director of Public Works recommends the approval of this request, with specific contingencies including certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, this approval is in the best interest of the health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the request of the Independence Chamber of Commerce be and hereby is approved and that the County Executive is hereby authorized to execute an appropriate agreement with the Independence Chamber of Commerce, at no cost to the County and in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18906 of August 17, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____


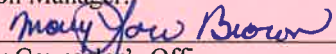
Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 18906
 Sponsor(s): Greg Grounds
 Date: August 17, 2015

<p>SUBJECT</p>	<p>Action Requested: Permission for the Independence Chamber of Commerce to use the Jackson County, Independence parking lot for Santa-Cali-Gon Days Festival from Monday, August 25, 2014 at 6:00 p.m. through Wednesday, September 3, 2014 at 8:00 a.m. XX Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot Use for 2015 Santa-Cali-Gon Days Festival, Independence, MO</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="329 606 1208 861"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$ n/a</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ n/a</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ n/a</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ n/a</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p>XX No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): n/a Prior Year Actual Amount Spent (if applicable): n/a</p>	Amount authorized by this legislation this fiscal year:	\$ n/a	Amount previously authorized this fiscal year:	\$ n/a	Total amount authorized after this legislative action:	\$ n/a	Amount budgeted for this item * (including transfers):	\$ n/a	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$ n/a										
Amount previously authorized this fiscal year:	\$ n/a										
Total amount authorized after this legislative action:	\$ n/a										
Amount budgeted for this item * (including transfers):	\$ n/a										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): none</p> <p>Prior resolutions and (date): Res# 17341 8-9-10 Res# 17870 4-6-12 Res# 18593 8-18-14 Res# 17548 3-21-11 Res# 18216 7-23-13</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Marilyn Scothorne, Office Administrator, 881-3258</p>										
<p>REQUEST SUMMARY</p>	<p>The Independence Chamber of Commerce has requested permission to use the Jackson County Independence parking lot at Kansas & Osage from Monday, August 31, 2015 at 6:00 p.m. through Wednesday, September 9, 2015, at 8:00 a.m. to host the Santa-Cali-Gon Days Festival.</p> <p>The following stipulations will apply:</p> <ol style="list-style-type: none"> 1) The County will require a Certificate of Liability Insurance 2) The Independence Chamber of Commerce will be responsible for leaving the parking lot clean of debris and in good repair 3) The parking lot will be ready for use by the County no later than 8:00 a.m. on Wednesday, September 9, 2015. 4) The County will receive written notice from the Independence Chamber of Commerce ensuring the County will have permission to use the parking lots at the First Christian Church and Masonic Temple for County employee parking from Monday, August 31, 2015 at 6:00 p.m. through Wednesday, September 9, 2015 at 8:00 a.m. 										

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	Department Director: Brian Gaddie, Director 	Date: 8.6.15
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 8/11/15
	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.
- XX This legislative action does not impact the County financially and does not require Finance/Budget approval.

August 5, 2015

Marilyn Scothorne

Jackson County Facilities Management

415 E. 12th St., 3M

Kansas City, MO 64106

Dear Marilyn:

Please accept my sincere apology for the late request! On behalf of the Independence Chamber of Commerce, I am requesting use of the County parking lot located on Osage, between Kansas and Walnut in Independence, during the 2015 SantaCaliGon Days Festival. As in the past, the property will be used for the carnival that operates during the festival.

We request use of the lot starting Monday, August 31 at 6:00 p.m. in preparation for the carnival, through Wednesday, September 9th at 8:00 a.m., in order for the lot to be cleared of equipment and cleaned.

We know that parking will be challenging for the Jackson County employees who typically park on the Independence Square and encourage you to notify them to make arrangements for alternate parking arrangements during the SantaCaliGon Festival. The Kiwanis Club is operating a parking lot nearby as a fund raiser. You might consider contacting Scott Roberson or Robert Heacock at 325-7000 for more information on available parking in that lot.

We apologize for any inconvenience this may cause your staff and sincerely thank you and your employees for your assistance in this matter and ongoing support. We look forward to hearing from you soon.

Sincerely

Lois McDonald

SantaCaliGon Festival Coordinator

816-252-4745

lois@ichamber.biz

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Marti K. Lee for her service as the Executive Director of the Southtown Council.

RESOLUTION NO. 18907, August 17, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Marti K. Lee has served as the Executive Director of the Southtown Council for nearly 30 years and will be leaving her position August 21, 2015; and,

WHEREAS, as Executive Director, Marti has been responsible for the betterment of the south Kansas City community through her leadership efforts and advocacy for the citizens of Jackson County; and,

WHEREAS, the Southtown Council was created in 1982 to facilitate partnerships among stakeholders in the Southtown area and to further economic development and community growth and strengthen businesses; and,

WHEREAS, in this role, Marti has developed, organized, and coordinated more than 500 volunteers annually at community activities and events; and,

WHEREAS, additionally she has worked to develop and implement the Troost Avenue, Waldo, and Brookside Community Improvement Districts; and,

WHEREAS, Marti holds a Bachelor of Arts in Urban Studies and Planning from the College of Wooster, Ohio, and a Masters of Business Administration from Rockhurst University; and,

WHEREAS, Marti is involved in numerous community activities including having served as Chair of the Blue Springs South Booster Club, Chair of the Neighborhood Family Project, and a member of the Missouri Community Development Association, Lee's Summit 21st Century Strategic Planning Committee, Health Midwest Partnership for Change Board, and the Kansas City Chamber of Commerce; and,

WHEREAS, Marti is a member of the Board of Baptist Trinity Lutheran Legacy Foundation, Board of Trustees of Research Medical Center, and Kansas City Police Community Advisory Board; and,

WHEREAS, Marti's co-workers, family, and friends extend their best wishes for her future undertakings; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes Marti K. Lee for her service as Executive Director of the Southtown Council and extends best wishes for her future endeavors.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18907 of August 17, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License Agreement with the City of Independence, Missouri related to improvements to Kansas Street near the Eastern Jackson County Courthouse.

RESOLUTION NO. 18908, August 17, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the County desires to make improvements to Kansas Street on the south side of the Eastern Jackson County Courthouse in Independence, Missouri ("City"); and,

WHEREAS, the City has requested the execution of the attached License Agreement for an easement for the construction, operation, and maintenance of a portion of this City-owned property; and,

WHEREAS, execution of the attached License Agreement with the City of Independence is in the best interest of the health, safety, and welfare of the citizens of Jackson County; 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 License Agreement with the City of Independence, Missouri, related to improvements to Kansas Street located near the Eastern Jackson County Courthouse.

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. 18908 of August 17, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of _____, _____, by and between the CITY OF INDEPENDENCE, MISSOURI, (hereinafter called "CITY"), and JACKSON COUNTY MISSOURI, (hereinafter called "LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE owns a certain tract of land ("Property"), which is commonly known as **308 W Kansas**, Independence, Jackson County, Missouri; and

WHEREAS, CITY owns a Right-of-Way easement which is located within the Property ("Easement"); and

WHEREAS, LICENSEE is in the process of constructing a green space, pedestrian features, and landscaping features on the Property; and

WHEREAS, CITY desires to license to LICENSEE and LICENSEE desires to license from CITY a portion of the Easement for construction, operation and maintenance of a portion of the Facility ("Licensed Premises").

NOW, THEREFORE, CITY, in consideration of the obligations hereby assumed by LICENSEE hereby licenses and authorizes LICENSEE, its officers, members, contractors, agents and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for construction purposes, subject to the following:

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement is comprised of a portion of the City's right-of-way.

2. USE OF LICENSED PREMISES. LICENSEE, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction, operation and maintenance of a portion of the Facility; a greenspace, pedestrian features, and landscaping features, as well as the continued encroachment of said improvements upon the Licensed Premises.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, or by written consent of the CITY, LICENSEE, its officers, members, contractors, agents and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. NOT TO INTERFERE WITH USE. LICENSEE, its officers, members, contractors, agents and guests shall not engage in any activity on the Licensed Premises that interferes with the operation of or damages or destroys any facility, improvement, fixture, utility, or other CITY property, except as expressly authorized with the approval of the CITY.

5. RULES AND REGULATIONS. LICENSEE, its officers, members, contractors, agents and guests shall comply with all ordinances, rules and regulations of the CITY applicable to the use of the Licensed Premises.

6. MAINTENANCE. LICENSEE agrees to maintain, at its sole cost, the Facility and other improvements on the Licensed Premises, at all times during the continuation of this Agreement. In the event LICENSEE fails to maintain the Licensed Premises as set forth herein, CITY reserves the right to revoke this Agreement pursuant to paragraph 9 hereof and remove, at the option of City and at the expense of LICENSEE, all improvements of LICENSEE on the Licensed Premises. If at any time during the continuation of the Agreement CITY is required to repair, remove, improve, or any other work is to be completed on City facilities within the easement, removal and replacement of the

LICENSEE placed structure will be done at the expense of the LICENSEE.

7. GENERAL INDEMNITY.

A. GENERAL. LICENSEE shall cover, release, defend, become responsible for and forever hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of LICENSEE or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein. The duty to defend provided by this Agreement shall accrue immediately upon receipt of any lawsuits, suits, actions, claims or demands by the CITY, and the CITY shall retain complete control over the defense of any such lawsuit, suit, action, claim or demand. The LICENSEE's duty to defend includes the obligation to reimburse to the City all costs, fee's, or expenses, incurred by the CITY in the defense of any such lawsuits, suits, actions, claims, or demands. Such reimbursement is due within thirty (30) days of the CITY submitting notice of proof of payment of such costs, fees or expenses.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for LICENSEE under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by LICENSEE. The CITY does not, and shall not, waive any rights against LICENSEE which it may have by reason of this indemnification, because of the acceptance by the CITY, or the deposit with the CITY by LICENSEE, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by LICENSEE shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity or defense hereunder, LICENSEE shall immediately notify the CITY of any and all claims filed against LICENSEE or LICENSEE and the CITY jointly, and shall provide the CITY with a copy of the same.

D. CHALLENGES TO CONTRACT. LICENSEE shall indemnify, defend and hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the CITY with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that LICENSEE carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, LICENSEE's duty of defense and indemnification under this section.

8. INSURANCE.

A. GENERAL PROVISIONS. LICENSEE shall file with the CITY evidence of liability insurance with an insurance company licensed to do business in Missouri or evidence of self-insurance. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, LICENSEE shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect

LICENSEE and the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of LICENSEE, or any person acting on their behalf, under this Agreement, including, but not limited to, LICENSEE's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, LICENSEE shall, during the term of this Agreement, keep on file with the Clerk of the CITY a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by LICENSEE, or an employee or officer of LICENSEE who has knowledge of LICENSEE's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations. The CITY shall maintain insurance of types of coverages and at levels determined by the CITY. The CITY shall provide to LICENSEE a certificate of insurance evidencing said insurance coverages and levels;

B. LIMITS AND COVERAGE. Bodily Injury and Property Damage, Commercial General Liability Coverage - Occurrence Form unless otherwise agreed by the CITY:

Combined Single Limit -

General Aggregate:	\$500,000
Products-Completed Operations Aggregate:	\$500,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The CITY shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the CITY.

C. USE OF CONTRACTORS AND SUBCONTRACTORS. LICENSEE shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this paragraph. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the CITY.

D. WORKERS' COMPENSATION. LICENSEE shall ensure that all contractors or subcontractors performing work for LICENSEE obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, LICENSEE shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the CITY from any and all claims of such employees arising out of occurrences during work performed hereunder. LICENSEE hereby indemnifies the CITY for any damage resulting to it from failure of either LICENSEE or any contractor or subcontractor to obtain and maintain such insurance. LICENSEE further waives its rights to subrogation with respect to any claim against the CITY for injury arising out of performance under this Agreement. LICENSEE shall provide the CITY with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

9. **REVOCATION.** In the event of Licensee's noncompliance with any substantive provision of this Agreement, City may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon one hundred twenty (120) days advance notice in writing to Licensee, which notice shall set out in detail the specific provision of this Agreement with which Licensee, in City's opinion, has failed to comply. Thereafter, Licensee may use the one hundred twenty (120) day period to cure the alleged noncompliance. If the parties should disagree about the existence of noncompliance, or whether any alleged noncompliance has been cured or remedied, the parties shall submit such issue to mediation and/or arbitration according to such procedures upon which they may agree. If mediation and/or arbitration is unsuccessful, venue and jurisdiction for the judicial resolution of any dispute shall lie with the Circuit Court of Jackson County, Missouri.

10. **CONSTRUCTION OF AGREEMENT.**

A. **SIMPLE LICENSE.** The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the CITY, subject only to any advance written notice of revocation required by paragraph 9.

B. **HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. **NON-WAIVER.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. **JOINTLY DRAFTED.** This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. **APPLICABLE LAW.** This instrument shall be construed in accordance with the laws of the State of Missouri.

11. **AGREEMENT SHALL RUN WITH THE LAND.** The license, benefits and obligations created by this Agreement shall run with the land and shall be binding upon any successors in title or interest to the Property or the improvements, including the Facility, located therein. A copy of this Agreement shall be recorded with the Jackson County Recorder of Deed's Office by the LICENSEE within 30 days of the acceptance of the agreement, or the agreement shall be null and void. A copy of the recorded document shall be presented to the City.

12. **NON-SEVERABLE.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraphs 7, 9 and 14 shall not be affected thereby and each term and provision of said paragraphs 7, 9, and 14 shall be valid and enforced to the fullest extent permitted by law.

13. **ENVIRONMENTAL PROVISIONS.**

A. **COVENANTS.** LICENSEE hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws and Regulations in connection with its use and occupancy of the Property. For purposes of this Agreement, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42

U.S.C. §4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §10101 et seq.; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. ENVIRONMENTAL INDEMNIFICATION. In addition to any indemnification set forth herein, the LICENSEE hereby indemnifies and agrees to defend and hold harmless the City, and its agents, partners, officers, representatives, elected officials, attorneys, and employees, each in their official and individual capacities, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due to LICENSEE's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("Management") on the Property or the subsurface thereof or the violation of any Environmental Laws due to LICENSEE'S Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to LICENSEE'S Management of the Property or violation of any Environmental Laws, or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Subsection. Lessee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property or any part thereof.

C. DEFINITIONS. For purposes of this subsection, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-product or constituent as defined in any environmental law; oil, and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes however produced regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, MO.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

15. **NOTICE.** Whenever any notice is required by this Agreement to be made, given or transmitted to the CITY, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City of Independence
ATTN: City Counselor
P. O. Box 1019
Independence, MO 64051

And to City of Independence
ATTN: Director, Public Works
P. O. Box 1019
Independence, MO 64051

and notices to LICENSEE shall be addressed to:

Jackson County, Missouri
Attn. Director of Public Works
303 Walnut
Independence, MO 64051

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Independence, Missouri.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Robert Heacock, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY

City Counselor

LICENSEE

Print: Michael D. Sanders, County Executive

Sign: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, _____, before me, a Notary Public, in and for said County and State, personally appeared _____, husband and wife, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public in and for said County and State

My commission expires:

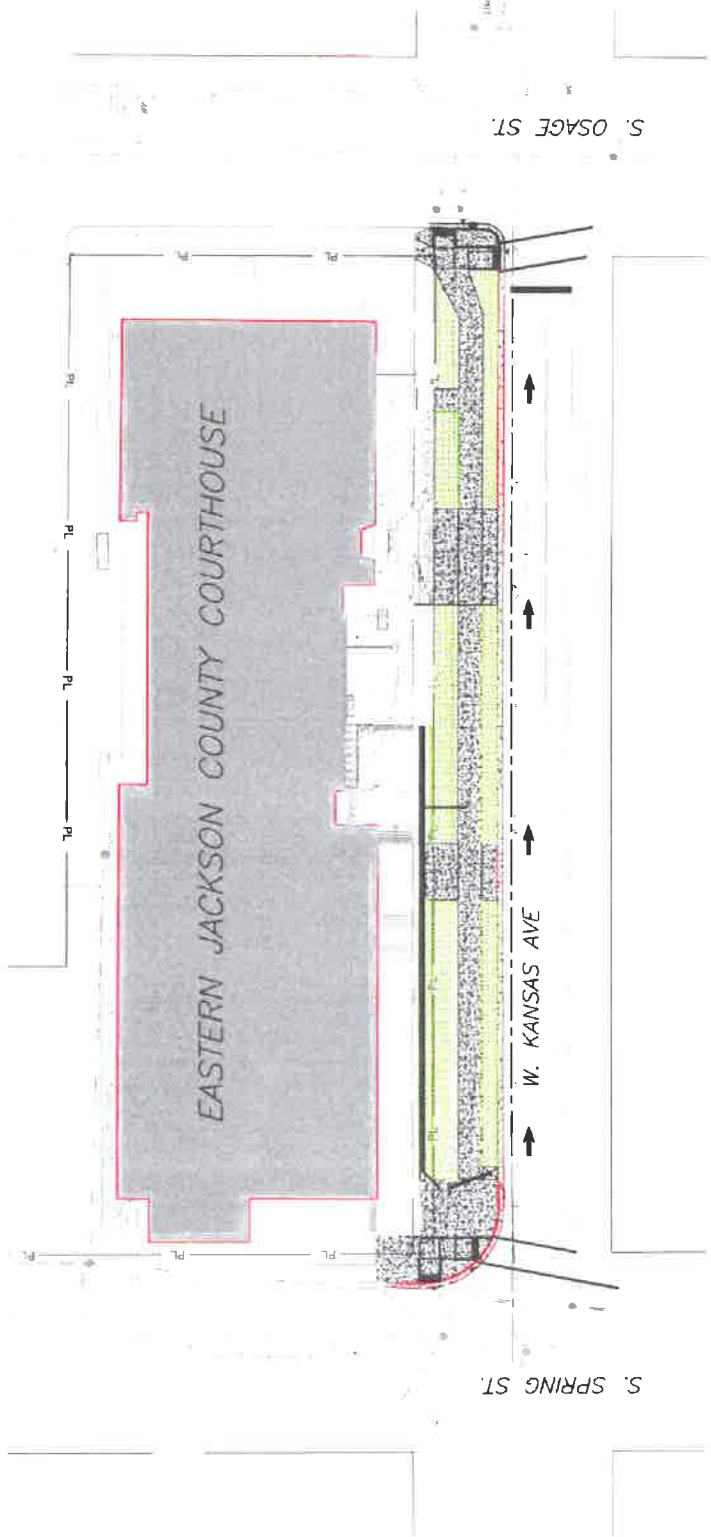
APPROVED AS TO FORM:

ATTEST BY:

By _____
W. Stephen Nixon, County Counselor

Mary Jo Spino, Clerk of the Legislature

PROPOSED STREETSCAPE IMPROVEMENTS AUGUST 2015



Res. 18908

8/12/2015 11:55 AM

M:\PROJECTS\FCHM - Revision of 25 Courthouse Annex (8/15/15) - Streetscape on Kansas Ave (08/11/15) Presentation for PLU Site Planning

<p>SHEET NO.:</p> <p>SITE PLAN</p>	<p>PROJECT NAME:</p> <p>EASTERN JACKSON COUNTY COURTHOUSE KANSAS AVE IMPROVEMENTS 308 W KANSAS AVE INDEPENDENCE, MISSOURI 64050</p>	<p>DATE:</p> <p>08/12/2015</p> <p>SCALE:</p> <p>See graphic scale</p>	<p>PROJECT NO.:</p> <p>31464</p> <p>PROJ MANAGER:</p> <p>816-881-4425 FAX: 816-881-1700</p> <p>JACKSON COUNTY, MISSOURI DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 303 W WALNUT INDEPENDENCE, MO 64050</p>	<p>DESIGNED BY:</p> <p>JEROME LAWRENCE CHAPMAN L.L. BOHNE</p> <p>CHECKED BY:</p> <p>J.L. BOHNE</p> <p>DATE:</p> <p>08/12/2015</p> <p>SCALE:</p> <p>See graphic scale</p> <p>SHEET:</p> <p>C-1</p> <p>X of X</p>
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REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18908

Sponsor(s): Greg Grounds

Date: August 17, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the execution of a license agreement with the City of Independence to allow development of the north right of way on Kansas Street adjacent to the Eastern Jackson County Courthouse (EJCCH).</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>\$0</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>\$0</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 / TO</td> <td></td> </tr> </table> <ul style="list-style-type: none"> If account includes additional funds for other expenses, total budgeted in the account is <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>N/A</u></p> <p>Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Earl Newill, Deputy Director, 816-401—6401cell</p>										
<p>REQUEST SUMMARY</p>	<p>The County desires to enhance the area just south of the Eastern Jackson County Courthouse in Independence, Mo by removing the parking and driving lane on the north side of Kansas Street and installing a new sidewalk, and green space. These enhancements will add to the work already taking place on the building providing a new look to the lawn of the courthouse and providing improved access to the new entrance. To accomplish this, the City of Independence requires a license agreement for the part of the work to be done on the right of way.</p> <p>We request that a resolution be prepared authorizing the Director of Public Works to execute all documents related to the license agreement.</p>										
	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>License Agreement, Plan of proposed Improvements</p>										

REVIEW	Department Director: Brian Gaddie, P.E.	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Mandy Jean Brown</i>	Date: <i>8/13/15</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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