

Jackson County Health Department April 20-27, 2022

COVID-19	JACOHD	Totals by Week:
Data	Total Cases – 68,21Total Deaths – 791	
More in depth data can be	• Total Deatils = 791	Deaths – 5
found on the <u>JACOHD</u> <u>dashboard.</u>		**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.
Current	Ignite Medical Resort St. Ma	ry's – 111 **Outbreaks are considered concluded after two incubation
		periods (28 days) since the onset date of the last case of COVID- 19, and are thus removed from the list.
Outbreaks		
JACOHD/	JACOHD	torod 99 400
Jackson	Total doses administ	tered – 88,400
County	Jackson County	
•	•	unty residents have initiated vaccination; 57.2% have
Vaccine Data	completed vaccinati	
Jackson County vaccine data can be found here.		nty Population: 703,011
	· · ·	e received at least one dose; 402,223 people are fully
	vaccinated	
	·	its data dashboard and removed COVID-19 vaccine data. The COVID-19 vaccine data nich encompasses all of Jackson County, including Kansas City and Independence.
JACOHD/TMC	Thursday, Apr. 28, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
_	Friday, Apr. 29, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Sponsored	Monday, May 2 , 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Testing	Tuesday, May 3, 2022 Wednesday, May 4, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
	Wednesday, May 4, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
	Symptomatic Testing:	Call 816-404-2273
JACOHD	Thursday, Apr. 28, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence
Vaccine		10 a.m. – 11 a.m. – BlendWell Community Café
	Friday, Apr. 29, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Clinics	Saturday, Apr. 30, 2022	10 a.m. – 2 p.m. – Inter City Fire Protection District
	Monday, May 2, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence 1 p.m. – 5 p.m. – Hawthorne Place Apartments
	Tuesday, May 3, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
	1 desady, May 3, 2022	11:30 a.m. – 1:30 p.m. – Hawthorne Place Apartments
		·
		Residents can visit <u>jacohd.org/events</u> to find clinic registration and walk-in hours.
PPE Supply	The supply rate meets the d	emand rate.
JCDC Testing	JACOHD is continually working with JCDC on reporting and investigation.	
Regional	Health Care Coalition Steering	ng Committee Meeting, Public Health Risk Communication
		itals & Public Health Meeting, Communicable Disease COVID-
Coordination	-	ri Center for Public Health Excellence Meeting, Public Health
Meetings	_	c Health Directors Meeting, Multi Agency Coordination
	Resource Section Support M	eeting, Community Organizations Active in Disaster Meeting

Posted: 4/27/2022 10:15 AM



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE 415 East 12th Street Kansas City, MO 64106

201 West Lexington, 2nd Floor Independence, MO 64050

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		April 29 – May 5, 2022
4-29-2022 Friday	1:00 P.M.	Merit System Commission Hearing – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
5-02-22 Monday		NO ANTI-CRIME, INTER-GOVERNMENTAL AFFAIRS, RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS
	9:10 A.M.	Budget Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:20 A.M.	Justice & Law Enforcement Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:25 A.M.	Public Works Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:30 A.M.	Health and Environment Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:35 A.M.	Land Use Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:40 A.M.	Finance & Audit Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	10:00 A.M.	LEGISLATIVE MEETING - Jackson County Courthouse, 415 East 12 th Street,

2nd Floor, Kansas City Legislative Assembly Area

Posted: 4/27/2022 10:15 AM

5-03-2022 Tuesday NO MEETINGS –

5-04-2022 Wednesday NO MEETINGS –

5-05-2022 Thursday NO MEETINGS –

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Agreement with the City of Kansas City, MO, relating to participation in the Kansas City Regional Brownfields Coalition Revolving Loan Fund, at no cost to the County.

RESOLUTION NO. 20939, May 2, 2022

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, by Resolution 20620, dated February 8, 2021, the County Legislature authorized the County Executive to execute a Memorandum of Agreement with Mid-America Regional Council and the Unified Government of Wyandotte County/Kansas City, KS, to participate in the Kansas City Regional Brownfields Coalition; and,

WHEREAS, the Kansas City Regional Brownfields Assessment Coalition was organized to promote the cleanup and redevelopment of brownfield properties located throughout Jackson County and Kansas City, MO, and Wyandotte County and Kansas City, KS; and,

WHEREAS, this Resolution would authorize the County Executive to execute a Memorandum of Agreement with the City of Kansas City, MO, for participation in the Kansas City Regional Brownfields Coalition Revolving Loan Fund; and,

WHEREAS, with the execution of this Memorandum of Agreement, loan funds will be accessible to Jackson County communities outside of Kansas City, MO, for remediation of brownfield sites, at no cost to the County; and,

WHEREAS, execution of the attached Memorandum of Agreement is in the best interests 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 County Executive be and hereby is authorized to execute the attached Memorandum of Agreement with the City of Kansas City, MO, and any other documents required to give effect to this Resolution.

majority of the Legislature.	е епестive immediately upon its passage by а
APPROVED AS TO FORM:	
Chief Deputy County Counselor Certificate of Passage	Byan O. Cerurk County Counselor
I hereby certify that the attached rewas duly passed on Legislature. The votes thereon were as fo	esolution, Resolution No. 20939 of May 2, 2022, , 2022 by the Jackson County ollows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

KANSAS CITY REGIONAL BROWNFIELDS COALITION REVOLVING LOAN FUND MEMORANDUM OF AGREEMENT BY AND BETWEEN THE

CITY OF KANSAS CITY, MISSOURI

AND

JACKSON COUNTY, MISSOURI

AND

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

This Memorandum of Agreement ("Agreement", "MOA", or "Interstate Compact) is entered
into on the day of, 2022 by and between the CITY OF KANSAS CITY,
MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri,
hereinafter referred to as "KCMO"; the UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, a municipal corporation of the state of Kansas,
hereinafter referred to as "UNIFIED GOVERNMENT"; and JACKSON COUNTY,
MISSOURI, hereinafter referred to as "JACKSON COUNTY" (collectively the "Coalition
Members"). This Agreement memorializes the intentions, roles and responsibilities of the
various parties involved in the Kansas City Regional Brownfields Coalition Revolving Loan
Fund (RLF) Grant Project.

RECITALS

WHEREAS, the parties hereto each have authority to enter into this Agreement; and WHEREAS, on May 6, 2020, a Brownfields Coalition RLF Grant in the amount of \$800,000.00, (hereinafter the "Grant"), was awarded to KCMO on behalf of the Coalition Members by the U.S. Environmental Protection Agency (EPA); and

WHEREAS, EPA and KCMO have entered into federal grant Cooperative Agreement No. BF-97782201, (hereinafter the "EPA Cooperative Agreement") to fund the Coalition (as defined below) and its activities.

WHEREAS, the parties acknowledge that the Agreement has the status of an interstate compact under Kansas law, and the Agreement may alternatively be referred to as such.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter expressed, the Parties mutually agree as follows:

- 1. The Coalition Members hereby agree to enter into the Kansas City Regional Brownfields Coalition RLF (hereinafter the "Coalition"), in accordance with the terms and conditions of this Agreement, for the purpose of implementing the EPA Cooperative Agreement and providing a framework of goals, objectives and operating parameters for the Coalition and its members. KCMO shall be the Lead Member of the Coalition.
- 2. The representation of the Coalition shall be as follows: one representative of KCMO shall be appointed by the Mayor of Kansas City, Missouri; one representative shall be appointed by the Mayor/Chief Executive Officer of the UNIFIED GOVERNMENT; and, one representative of JACKSON COUNTY shall be appointed by the County Chief Executive. From time to time, each Coalition Member may appoint an alternate representative to act in the designated representative's stead.
- 3. Activities funded through the Coalition may include loans and subgrants for cleanup of eligible brownfield sites, cleanup and site reuse planning (subject to EPA approval), marketing and outreach materials and activities, and professional services, fees, and programmatic and administrative costs as allowed by EPA and as the Coalition Members may agree ("Coalition Activities").

- 4. In accordance with the EPA-approved Work Plan for the Grant (attached as Attachment 2), the objectives of the Coalition are as follows:
 - A. Objective 1: Assist eligible, quality brownfield projects with RLF cleanup loans and subgrants to accomplish the following: complete appropriate site cleanup; remove blight and environmental health risks; complete site redevelopment and construction; put site improvements into full operation; create jobs; and otherwise provide significant benefits to affected communities in need.
 - B. Objective 2: Stimulate Demand for Regional RLF funds on the part of eligible applicants and quality projects through community involvement, education, and marketing and in-depth assistance to position potential applicants and projects to become eligible for RLF funding and knowledgeable about the RLF process and requirements, particularly in the regional communities that have not had meaningful access to brownfield resources previously.
- 5. In addition, it shall be an objective of the Coalition Members that the amount of Coalition Activities funded, the number of sites and projects assisted by the Coalition, and the overall pool of Coalition resources shall be equitably distributed between the KCMO, JACKSON COUNTY and UNIFIED GOVERNMENT to the extent practicable and consistent with the EPA Cooperative Agreement and the Work Plan (as defined below).

Lead Coalition Member Duties and Responsibilities

1. KCMO is responsible for the management of the Grant funds and compliance with the EPA Cooperative Agreement and all of its terms and conditions. KCMO shall inform the other Coalition Members of the terms and conditions of the EPA Cooperative Agreement and provide reasonable assistance to help Coalition members comply with the applicable requirements. A copy

of the EPA Cooperative Agreement is attached to this Agreement as Attachment 1. KCMO shall administer a Work Plan, as amended and approved by EPA (the "Work Plan"), for the purpose of implementing the EPA Cooperative Agreement. A copy of the current Work Plan is attached to this Agreement as Attachment 2.

- 2. It is the responsibility of KCMO to provide timely information to the other Coalition Members regarding the management of the EPA Cooperative Agreement and any amendments thereto. If any amendments to the EPA Cooperative Agreement alter the responsibilities of the Coalition Members, either individually or collectively, under this Agreement, then this Agreement shall be amended to reflect such changes, subject to the approval of each of the Coalition Members, which approval shall not be unreasonably withheld, conditioned or delayed.
- 3. KCMO shall provide staff, and engage professional services as necessary, to conduct the community engagement, programmatic support, project management and day to day operations of the RLF Program in accordance with the EPA Cooperative Agreement, the Work Plan and this Agreement.
- 4. KCMO shall also provide staff, and engage professional services as necessary, to serve the Brownfields Commission and facilitate the conduct of its business concerning the Coalition and the Grant, as described in Sections 23 to 26, herein below.
- 5. KCMO will ensure that a minimum of four (4) eligible sites receive RLF loan or subgrant assistance during the term of the EPA Cooperative Agreement unless otherwise agreed to by the Coalition Members, subject to EPA approval. There shall be assisted a minimum of one (1) RLF project site in each Coalition Member's exclusive jurisdiction. The Work Plan identifies three priority sites to be addressed by the Grant, one for each Coalition Member: the Chouteau Courts Site at 1200, 1408 Independence Ave. in Kansas City, MO ("KCMO Priority Site"); the Rock City Site at 519 Blue Ridge Boulevard in Jackson County, MO ("Jackson County Priority Site"); and

the Northeast Grocery Site at 1726 Quindaro Boulevard in Kansas City, KS ("Unified Government Priority Site"). In addition to these three priority sites, KCMO will ensure at least one additional "non-priority" site is assisted by Grant funds.

- 6. Except as otherwise provided herein, all activities of the Coalition shall be approved by a vote of a majority of the Coalition Representatives in attendance at a public meeting. For purposes of Coalition public meetings, a quorum shall consist of all three Coalition members. Notwithstanding the above, no resolution or action of the Coalition that obligates or expends Grant funds may be approved without the consent of KCMO. In addition, all loans and subgrants of the Coalition shall be further approved by the Brownfields Commission, as provided in Sections 23 to 26 herein below. Furthermore, no site shall be selected, or project approved, without the approval of the Coalition Member(s) in whose jurisdiction the site or project is located. All sites and projects shall be selected according to a process and set of criteria agreed upon by all Coalition Members that includes public participation, confirmation of site and program eligibility, and advancement of the goals and objectives of the Grant and Work Plan.
- 7. In accordance with the budget of the approved Work Plan, KCMO may use Grant funds for eligible, reasonable, and necessary programmatic costs associated with performance of the Coalition Activities and ensuring compliance with the EPA Cooperative Agreement, including community outreach and information, progress reporting, and financial reporting and recordkeeping. In addition, the EPA Cooperative Agreement allows the KCMO to use up to 5% of the Grant funds for eligible direct or indirect administrative costs. In accordance with the budget of the approved Work Plan, KCMO may retain consultants and contractors under 40 CFR 31.36 to undertake reasonable and necessary programmatic activities funded through the EPA Cooperative Agreement, including financial evaluations of loans, policies of loan title insurance, real estate appraisals, etc. KCMO may also procure qualified professional consultant (QEP) services in

compliance with 40 CFR 31.36 requirements and applicable administrative regulations of KCMO. KCMO may issue Requests for Proposals, Requests for Qualifications, or utilize other appropriate solicitation methods, and will be the entity responsible for the selection and award of contracts.

- 8. Loans and subgrants funded by the Grant will be evaluated by KCMO and its QEP for site eligibility and borrower or subgrant recipient eligibility in accordance with the EPA Cooperative Agreement. Eligibility evaluations will be submitted to EPA for review and concurrence to ensure eligibility prior to the approval of any loan or subgrant.
- 9. Loans and subgrants will be further evaluated by an independent financial professional hired by KCMO who shall prepare a basic financial evaluation of the project, the proposed loan or subgrant, the project principals, the subject property, any available or offered collateral, the proposed rate and term (if a loan), and generally whether the proposed RLF assistance is consistent with prudent lending practices.
- 10. In the event that a cleanup undertaken by a recipient of an RLF loan or subgrant is interrupted, abandoned, or otherwise not properly completed to the satisfaction of the applicable state oversight agency, and the site is located within its jurisdiction, KCMO will immediately notify EPA and take reasonable steps to secure the project site to protect human health and the environment, as required by the EPA Cooperative Agreement. If the site is located in the exclusive jurisdiction of another Coalition Member, KCMO will work with that Coalition Member to ensure reasonable steps are taken, as provided in Section 17 herein below. Actions to secure a site may include the use of undisbursed portions of RLF loans and subgrants, and other available Grant funds, to engage environmental services, subject to oversight by EPA and/or the appropriate state environmental agency. To facilitate such actions, KCMO shall require that each loan and subgrant agreement include a license agreement granting KCMO (and any other Coalition Member in whose jurisdiction the project is located) access to respond to failed or abandoned cleanups.

Coalition Members' General Responsibilities

- 11. Each Coalition representative shall participate in the Coalition and its activities, including public meetings of the Coalition and public meetings of the Brownfields Commission, as provided by Sections 23 to 26 herein below. Coalition Members shall ensure their representatives are duly appointed and actively participate in the meetings and activities of the Coalition.
- 12. Coalition Members shall comply with all applicable terms and conditions of the EPA Cooperative Agreement, the Work Plan, and this Agreement including laws, regulations, executive orders and policies made applicable by the EPA Cooperative Agreement.
- 13. JACKSON COUNTY and UNIFIED GOVERNMENT shall not expend, obligate, or pledge Grant funds, or any funds of KCMO, or enter into any agreement to do so, without the express prior written approval of KCMO.
- 14. As allowed by law, Coalition Members shall provide to each other, and contractors undertaking Coalition activities, access to properties, documents, reports, and information within their control or possession, concerning the activities of the Coalition.
- 15. Coalition Members shall provide to each other such other reasonable non-monetary assistance, as necessary, to ensure compliance with the terms and conditions of the EPA Cooperative Agreement. Neither JACKSON COUNTY nor UNIFIED GOVERNMENT shall undertake any activity or task that may, in any way, hinder the KCMO's ability to maintain compliance with the EPA Cooperative Agreement.
- 16. Coalition Members shall work with RLF borrowers and subgrant recipients in their respective jurisdictions to develop and implement an appropriate Community Relations Plan (CRP), make available for public comment an Analysis of Brownfield Cleanup Alternatives (ABCA), and establish a publicly available Administrative Record repository as required by the EPA Cooperative Agreement. Coalition Members shall assist in identification of relevant

community stakeholders, neighborhood and community organizations, appropriate methods of public outreach and notices, and convenient and traditional community meeting places and times.

17. In the event a recipient of an RLF loan or subgrant fails to complete a cleanup, Coalition Members agree to facilitate access to the site of any failed cleanup within their jurisdiction by exercising their rights under the License Agreement included with each loan or subgrant agreement, and, to the extent permitted by law, through the exercise of their police powers, if any, to directly enter and temporarily secure unsafe sites as needed in an emergency. In addition, upon notification of a current or imminent threat to human health and the environment by KCMO or an appropriate local, state or federal oversight agency, and subject to the availability of Grant funds, Coalition Members agree to engage and dispatch an environmental services firm, in consultation with KCMO, EPA and the relevant state environmental oversight agency, to take action as necessary to stop the release or threatened release of contaminants into the environment, and such other temporary measures as may be necessary to protect human health and the environment. Available Grant funds may include the undispersed amount of any loan or subgrant to a recipient in default of their obligations to clean up the subject site. All costs incurred by a Coalition Member in the course of entering and securing a site in the event of an emergency shall be reimbursed by the Grant fund or its related program income, subject to the availability of such funds and the concurrence of EPA.

18. When required for purposes of collateral for an RLF loan within their respective jurisdictions, Coalition Members agree to hold a deed of trust, mortgage, or similar instrument with respect to the property upon which RLF cleanup activities are performed. In the event of a loan default, and to the extent permitted by law, Coalition members shall have the right to foreclose on such property to secure repayment of RLF loans. The proceeds of any foreclosure remedy exercised by a Coalition Member shall become program income of the Grant and may be used to compensate

such member for the costs of the exercising its remedy which are eligible under the EPA Cooperative Agreement. The remainder, if any, shall be reserved for loans or subgrants to cleanup sites within said Coalition Member's jurisdiction, subject to the terms and condition of the EPA Cooperative Agreement and this Agreement. Coalition Members will not be required to exercise foreclosure remedies.

General Principles of Coalition Administration

- 19. In order to achieve the objectives stated herein above, the Coalition Members further agree to the following principles. It is the intent of the Coalition that, to the greatest extent practicable, RLF loans be utilized to conduct cleanup actions that are protective of human health and the environment, promote site reuse, and provide economic, social and health benefits to disadvantaged communities, especially environmental justice communities that have historically borne a disproportionate share of environmental burdens relative to other communities.
- 20. Consistent with the foregoing goals and objectives of the RLF program, it is the financial objective of the Coalition that RLF program capital be loaned out to multiple eligible borrowers and projects; paid back in full, on time, and with interest within relatively short periods of time (5 years or less); and that RLF capital revolve, grow and be preserved for the future benefit of as many eligible projects and communities as possible.
- 21. The Coalition is committed to following prudent lending and subgranting practices in the operation of the RLF program, including utilizing financially sound structures, day-to-day management, and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending and subgranting objectives. Threshold eligibility and evaluation criteria for processing loan and subgrant applications will be adopted by the Coalition that reflect the goals and objectives of the Coalition and the requirements of the EPA Cooperative Agreement and Work Plan.

- 22. It is acknowledged by the Coalition that the EPA Cooperative Agreement requires at least 50% of Grant funds awarded be used for RLF loans and related programmatic costs, and that the remaining Grant funds may be used for the award of subgrants to eligible entities, including governmental, quasi-governmental or non-profit entities (other than the Coalition Members themselves or their subunits of government). In addition to the foregoing requirements, it is the intent of the Coalition that subgrants also be limited as much as practicable to projects that:
 - A. produce <u>substantial</u> and <u>enduring</u> public benefits in communities affected by brownfields, such as the creation of significant numbers of permanent living-wage jobs, affordable housing units, new public or greenspace amenities, access to fresh and healthy foods, etc.;
 - B. benefit environmental justice or other disadvantaged communities that have not previously had meaningful access to brownfield RLF resources;
 - C. would not be financially viable but for the subgrant assistance; and,
 - D. to the extent practicable, combine subgrants with RLF loans, or utilize partially forgivable loans (up to 30% of the loan amount, not to exceed \$200,000), in order to extend subgrant assistance to as many eligible projects as possible.

The Kansas City Brownfields Commission

- 23. On July 22, 2021, JACKSON COUNTY and UNIFIED GOVERNMENT were added to the Brownfields Commission of Kansas City, Missouri ("Brownfields Commission") by Committee Substitute for Ordinance 210585 adopted by the KCMO City Council. The complete KCMO city code provisions for the Brownfields Commission are attached to this Agreement as Attachment 3.
- 24. Each Coalition Members agrees that the individual designated as its representative on the Coalition shall also be that member's representative on the Brownfields Commission. Each

Coalition Member further agrees to participate in the Brownfields Commission in accordance with KCMO city code provisions.

25. Coalition Members agree that all obligations or expenditures of Grant funds or related program income for RLF loans, subgrants, or loan guarantees require the concurrence of the Brownfields Commission, as well as either the City Council of KCMO, or the Director of the KCMO Department of City Planning and Development., depending on the amount of funding at issue as set forth in Paragraph 33. Such concurrence shall not be unreasonably withheld.

26. Notwithstanding the foregoing provisions, no site shall be selected, or RLF project approved, without the approval of the Coalition Member(s) in whose municipal jurisdiction(s) the site or project is located.

Priority Sites

27. The Work Plan targets the three priority sites included in the grant proposal: the Chouteau Courts Priority Site at 1200, 1408 Independence Ave. in Kansas City, MO; the Grandview Priority Site at 519 Blue Ridge Boulevard in Jackson County, MO; and the Northeast Grocery Priority Site at 1726 Quindaro Boulevard in Kansas City, KS. To the extent that remediation services are necessary and eligible at each priority site, it is the intent of the Coalition members to utilize Grant Funds, RLF supplemental awards (if any), and/or Grant program income to assist all three priority sites with a loan or subgrant during the term of the Grant. At any time during the Grant term, each Coalition Member may nominate an alternate priority site to substitute for the priority site designated in their jurisdiction. If approved by the Coalition, the remaining balance of the nominating Coalition Member's minimum RLF share shall be made available to the alternate priority site and EPA shall be notified of the change in priority site. Priority site RLF loan and subgrant applications will be processed, evaluated, and approved in the same manner as all other RLF applications.

- 28. In addition, each RLF Coalition Member may nominate additional non-priority RLF sites for assistance. The effect of project nomination is solely to designate the Coalition Member to whom the project is credited for purposes of the equitable allocation of RLF Grant funds and Program Income, pursuant to Section 30, herein below. It is the intent of the Coalition that at least one additional non-priority site will receive RLF assistance. Additional non-priority sites nominated by Coalition Members may be approved for RLF assistance, funds permitting.
- 29. Notwithstanding Section 27 herein above, the Coalition may consider and approve an RLF loan or subgrant for a non-priority site prior to assisting all three priority sites if it finds that:
- a. The non-priority site project will result in a substantial benefit to the affected community;
- b. The non-priority site is project is determined to be eligible and "shovel-ready" (i.e., likely to proceed to closure of an RLF loan or subgrant and completion of the remediation project expeditiously and without foreseeable delay); AND
 - c. At least ONE of the following additional conditions is met:
- i. Repayment of an RLF loan to the non-priority site (if a loan is provided) is likely to occur and result in substantial program income within the next three years so as to provide sufficient funds for the remaining priority site project(s);
- ii. Other program income, supplemental RLF award funds, or alternative sources of funds can be identified or reasonably anticipated to ensure sufficient funds for the remaining priority site project(s).
- 30. The total RLF assistance for each Coalition Member shall be not less than \$200,000, nor more than \$300,000, without the written consent of all Coalition members. RLF assistance to projects may consist of loans, partially forgivable loans, and/or subgrants. Notwithstanding the foregoing minimum and maximum limits, the total RLF subgrant assistance (i.e., direct subgrants

plus all forgiven loan principal) for projects credited to each Coalition Member shall not exceed a maximum of \$150,000. In the event supplemental RLF funds and/or program income are added to the RLF, the above minimum and maximum amounts shall be increased proportionately.

General Operation of the RLF Program

- 31. Completed applications for RLF loans and subgrants will be reviewed by KCMO staff as to whether site eligibility and recipient eligibility can be determined under the EPA Cooperative Agreement, whether environmental contamination has been adequately investigated, whether cleanup costs have been accurately estimated or bid, whether an Analysis of Brownfield Cleanup Alternatives (ABCA) has been prepared, whether the site has been enrolled into a state environmental cleanup program, and whether enough information has been submitted to evaluate the financial and technical feasibility of the proposed cleanup and site reuse. Eligibility determinations will be submitted to EPA for review and concurrence. Technical review may also be sought from appraisal, underwriting and environmental professionals, as necessary, to complete staff review of the application.
- 32. KCMO staff shall prepare a report with recommendations on each completed application that is determined to meet the eligibility requirements of the EPA Cooperative Agreement. Staff reports shall be reviewed by the Director of the Department of City Planning & Development, or the Director's designee, before advancing the application and staff report to the Coalition and the Brownfields Commission.
- 33. If a loan or subgrant application is approved by the Coalition in a public meeting, it shall be advanced to the Brownfields Commission. If the Commission recommends approval of the application, KCMO staff shall seek an ordinance from the KCMO City Council approving the application, or the approval of the Director of the Department of City Planning and Development in the case of loans or subgrants of \$100,000 or less. Upon approval by a KCMO City Council

ordinance, or by the Department Director, as provided above, KCMO staff will be authorized to negotiate the final terms of agreements for loans or subgrants, prepare documents for review and execution, order title insurance and a real estate appraisal, and make other arrangements as necessary for closing.

- 34. For contractual services authorized in the Work Plan budget (i.e., fund manager services, underwriting, appraisal, qualified environmental professional services), KCMO shall be the sole entity to conduct procurement in compliance with the EPA Cooperative Agreement and applicable federal grant administration regulations. KCMO may issue Requests for Proposals, Requests for Qualifications, or utilize other appropriate solicitation methods, and will be the entity solely responsible for the selection and award of contracts.
- 35. In accordance with the budget of the approved Work Plan, up to 5 percent of the Grant funds may be utilized by KCMO for eligible administrative direct or indirect costs associated with the implementation of the EPA Cooperative Agreement, the Coalition program and specific Coalition activities. In addition, KCMO may utilize Grant funds and related program income for eligible programmatic activities, such as ensuring compliance with the EPA Cooperative Agreement, including community outreach and information, progress reporting, and financial reporting and recordkeeping.
- 36. As provided by the approved Work Plan, KCMO may also use RLF funds for programmatic and project management costs to establish and operate the RLF program, including oversight and day to day management of RLF activities, activities to ensure compliance with EPA Cooperative Agreement terms and conditions, including requirements concerning reporting obligations, data quality, ACRES database entries, Davis-Bacon Act, quarterly progress reports, preparing and updating property profile forms, tracking and reporting minority-owned enterprise (MBE) and women-owned enterprise (WBE) participation, and other grant management activities

in accordance with the approved Work Plan.

Notices

37. Contact information for the authorized representatives of the Coalition is as follows:

For KCMO:

Mayor (or designee to the Brownfields Commission) City of Kansas City, Missouri City Hall, 29th Floor 414 E. 12th Street Kansas City, MO 64106

With a copy to:

Brownfields Coordinator City Hall, 16th Floor 414 E. 12th Street Kansas City, MO 64106

For UNIFIED GOVERNMENT:

Mayor/CEO (or designee to the Brownfields Commission)
Unified Government of Wyandotte County/Kansas City, Kansas
One McDowell Plaza
701 N. 7th Street
Kansas City, KS 66101

With a copy to:

Management Analyst for Brownfields Program Unified Government of Wyandotte County/Kansas City, Kansas One McDowell Plaza 701 N. 7th St., 4th Floor Kansas City, KS 66101

For JACKSON COUNTY:

Jackson County Executive (or designee to the Brownfields Commission) Jackson County Courthouse 415 E. 12th Street, 2nd Floor Kansas City, MO 64106

With a copy to:

Project Manager for Brownfields Program Jackson County Parks & Recreation 22807 SW Woods Chapel Rd Blue Springs, MO 64015

Miscellaneous

- 38. The provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent, then the remaining provisions of this Agreement and the portion of the offending provision (or any application thereof) which is not invalid, illegal or unenforceable shall remain in full force and effect.
- 39. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all which together shall constitute but one and the same instrument.
- 40. The Recitals are incorporated into this Agreement and shall be binding upon the parties as if fully set forth in this Agreement.
- 41. <u>Cash Basis Law.</u> This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally terminate their participation in the Agreement if the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year; or (b) funds made available from any lawfully operated revenue producing source.
- 42. <u>Term of the Agreement.</u> For purposes of the Unified Government's participation in this Agreement, this Agreement shall be effective on the date it is approved by the Kansas Attorney General's Office, or otherwise deemed approved as set forth in K.S.A. 12-2901, *et seq.* and recorded

with the Wyandotte County Register of Deeds and the Kansas Secretary of State and shall continue for a period not to exceed fifteen years unless sooner terminated as provided herein (the "Term"). This Agreement shall become effective with respect to KCMO and Jackson County upon the date this Agreement is signed by said entities, and shall continue throughout the Term, unless terminated sooner as provided herein. Nothing shall prevent KCMO and Jackson County from meeting or beginning their work on the Work Plan while the Unified Government awaits approvals as set forth in K.S.A. 12-2901, *et seq*.

43. **Method of Termination**. Fifteen years from the effective date of this Agreement, so long as there are no outstanding RLF loans or active clean-up sites in a Coalition members' jurisdiction, any Coalition member may terminate their participation in this Agreement, including participation in the RLF Loan Program, Coalition meetings, and the Brownfield Commission, with no less than ninety (90) days written notice to the other Coalition members. This Agreement shall also terminate with no less than (30) days written notice to the Coalition members upon EPA termination of the EPA Cooperative Agreement and any Post Closure Agreement related thereto.

SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

	FOR CITY OF KANSAS CITY, MISSOURI A Constitutionally Chartered Municipal Corporation of the State of Missouri
Date:	By:
	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS
Date:	By: Tyrone Garner Mayor/CEO
	FOR JACKSON COUNTY, MISSOURI
Date:	By: Frank White, Jr. County Executive

EXHIBITS AND ATTACHMENT PAGES 19 THROUGH 92 ARE AVAILABLE AS ATTACHMENTS TO RESOLUTION 20939 -

https://jacksonco.legistar.com/LegislationDetail.aspx?
ID=5569604&GUID=FCD34143-4B87-4251-8AE3-8CD5F641778F&Options=ID|Text|Other|
&Search=20939
ATTACHMENT 1

EPA COOPERATIVE AGREEMENT

Res. #20939

Sponsor: Jalen Anderson Date: May 2, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20939
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	5/2/2022

Introduction		
Action Items: ['Authorize']		
Project/Title:		

A resolution, Authorizing the County Executive to enter into a Memorandum of Agreement between the City of Kansas City, Missouri, the Unified Government of Wyandotte County and Kansas City, Kansas, and Jackson County, to participate in the Kansas City Regional Brownfields Coalition Revolving Loan Fund.

Request Summary

This resolution would authorize the County Executive to enter into a Memorandum of Agreement between the City of Kansas City, Missouri, the Unified Government of Wyandotte County and Kansas City, Kansas, and Jackson County, to participate in the Kansas City Regional Brownfields Coalition Revolving Loan Fund. This action would have no cost to the County, but would allow Jackson County communities outside of Kansas City to be apply for EPA funds for remediation of brownfield sites in their community.

Contact Information			
Department:	Parks + Rec	Submitted Date:	4/14/2022
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-403-4849

Budget Information			
Amount authorized by	Amount authorized by this legislation this fiscal year: \$		
Amount previously au	thorized this fiscal year:		\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?		No	
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of
			Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20620	February 8, 2021

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in	
this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Ve	eteran Owned Business Program
Goals Not Applicable for f	ollowing reason: Contract is with another government agency
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

• This legislative action does not impact the County financially and does not require Finance/Budget approval.

History

Matt Davis at 4/14/2022 4:03:03 PM - [Submitted | New RLA Started of an RLA that was submitted in February. Needed updated documentation.]Department Director: Michele Newman at 4/16/2022 7:09:53 PM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 4/18/2022 11:22:55 AM - [Not applicable |]Compliance: Katie M. Bartle at 4/18/2022 11:47:16 AM - [Approved |]Finance (Budget): Mary Rasmussen at 4/18/2022 12:59:43 PM - [Approved |]Executive: Sylvya Stevenson at 4/18/2022 10:52:59 PM - [Approved |]

Legal: Elizabeth Freeland at 4/27/2022 9:46:43 AM - Approved.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the purchase of a commercial mower for use by the Parks + Rec Department from Van Wall Equipment of Lenexa, KS, under the terms and conditions of Sourcewell Contract No. 031121-DAC, an existing competitively bid government contract, at an actual cost to the County of \$33,681.00.

RESOLUTION NO. 20940, May 2, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for a John Deere 1850 TerrainCut commercial mower to maintain and mow the recently constructed portions of the Rock Island Trail; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the needed mower from Van Wall Equipment of Lenexa, KS, under the terms and conditions of Sourcewell Contract No. 031121-DAC, an existing competitively bid government contract; now therefore,

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

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

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature. APPROVED AS TO FORM: Certificate of Passage I hereby certify that the attached resolution, Resolution No. 20940 of May 2, 2022, was duly passed on _____, 2022 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: 003 1010 58110 ACCOUNT TITLE: Park Fund Parks - Fleet Replacement Heavy Machinery & Equipment \$33,681.00

NOT TO EXCEED:

Chief Administrative Officer

Res. #20940

Sponsor: Tony Miller Date: May 2, 2022

Completed by County Counselor's Office				
Action Requested:	Resolution	Res.Ord No.:	20940	
Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/2/2022	

Introduction	
Action Items: ['Authorize']	

Project/Title:

Authorizing the purchase of one (1) John Deere TerrainCut Commercial Mower with rear discharge deck for use by the Parks + Rec department in the amount of \$33,681 under the terms and conditions of an existing competitively bid contract.

Request Summary

Pursuant to Section 1030.4 of the Jackson County Code, Parks + Rec and the Purchasing Department recommend the purchase of one (1) John Deere 1580 TerrainCut Commercial Front Mower with rear discharge deck per Quote #26448051. The Mower would be purchased from Van-Wall Equipment under the terms and conditions of a Sourcewell Contract 031121-DAC, an existing competitively bid government contract. This government contract offers a 23% discount on the John Deere mower and rear discharge deck. This equipment will be used primarily to help properly maintain and mow the recently constructed 13.5 miles of the popular Rock Island Trail Corridor and the next phase of the Trail. Funding is available within the Department's approved 2022 Budget, Account 1010-003-58110 for this purchase.

The cited Sourcewell Contract #031121-DAC 2021 and quote are attached for review and reference.

Contact Information				
Department:	Parks + Rec	Submitted Date:	4/15/2022	
Name:	Brian Nowotny	Email:	bpnowotny@jacksongov.org	
Title:	Deputy Director	Phone:	816-503-4803	

Budget Information					
Amount authorized by	y this legislation this fiscal ye	ear:		\$33,681	
Amount previously au	Amount previously authorized this fiscal year:			\$ 0	
Total amount authorized after this legislative action:				\$33,681	
Is it transferring fund?		No			
Single Source Funding:					
Fund:	Department:	Line Item Account:	Amount:		
003 (Park Fund) 1010 (Parks - Fleet 58110 (Heavy			\$33,681		
	Replacement)	Machinery &			
		Equipment)			

Prior Legislation			
Prior Ordinances			
Ordinance:	Ordinance date:		
Prior Resolution			
Resolution:	Resolution date:		

Purchasing		
Does this RLA include the purchase or lease of	Yes	
supplies, materials, equipment or services?		
Chapter 10 Justification:	Fixed Price Contract	
Core 4 Tax Clearance Completed:	Not Applicable	
Certificate of Foreign Corporation Received:	Yes	
Have all required attachments been included in	Yes	
this RLA?		

Compliance					
Certificate of Compliance					
In Compliance					
Minority, Women and Vet	Minority, Women and Veteran Owned Business Program				
Goals Not Applicable for following reason: Contract is with another government agency					
MBE:	.00%				
WBE:	.00%				
VBE:	.00%				
Prevailing Wage					
Not Applicable					

Fiscal Information

• 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.

History

Brian Nowotny at 4/15/2022 9:18:54 AM - [Submitted |]Department Director: Michele Newman at 4/15/2022 9:50:47 AM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 4/18/2022 11:17:48 AM - [Returned for more information | Enter whole dollar amounts only in the Budget Information]Submitter: Kay D. Norris at 4/18/2022 11:26:39 AM - [Submitted | 4.18.22 Changed to whole dollar amount. kn]Department Director: Marcy L. Caldwell at 4/18/2022 2:25:20 PM - [Returned for more information | Please update Project Title]Submitter: Kay D. Norris at 4/18/2022 2:36:35 PM - [Submitted | Title page has been corrected w/whole dollar amount. kn]Department Director: Michele Newman at 4/18/2022 3:23:58 PM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 4/18/2022 3:49:14 PM - [Approved |]Compliance: Katie M. Bartle at 4/18/2022 4:04:14 PM - [Approved |]Finance (Budget): Mark Lang at 4/19/2022 11:18:38 AM - [Approved | The fiscal note has been attached.]Executive: Sylvya Stevenson at 4/19/2022 12:01:18 PM - [Approved |] Legal: Elizabeth Freeland at 4/27/2022 9:34:54 AM - Approved.

Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#		101022004 000		
Date:	April 19, 2022		RES # eRLA ID #:	2094	484
			erla id #.		404
Org Co	ode/Description	Object	Code/Description	Not	to Exceed
003	Park Fund				
1010	Parks - Fleet Replacement	58110	Heavy Machinery & Equipment	\$	33,681
	-				
	-				
	-				
			·		
	-				
			·		
4000				\$	33,681
APPR	OVED k Lang at 11:17 am, Apr 19, 2022				

Budget Office

1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)



14-Apr-2022

Code	Description		
2453TC	1580 TerrainCut™ Commercial Front Mower (Less Mower De	1	\$37,319.00
	F.O.B. Raleigh, North Carolina		
	Option Codes		
001A	United States and Canada	1	In Base Price
2012	Air Ride Suspension Seat with Armrests	1	\$680.00
Total			\$37,999.00

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

202: Code		QTY		ist Dries (LICD
Code	Description 1580 TerrainCut™ Commercial Front Mower (Less		<u>L</u>	ist Price (USD
2453TC	Mower Deck)	1		\$37,319.00
	37.4 HP (27.5 kW), gross SAE J1995, PS			
	Rated at 3000 rpm			
	Displacement 100.2 cu. in. (1.64 L)			
	Three Cylinder Liquid-Cooled			
	Up to B20 Compliant			
	Dual Element Air Cleaner			
	Air Restriction Indicator			
	12V Electric Start			
	12V Auxilary Power Outlet			
	75 AMP Automotive Alternator			
	16 U.S. Gallon Fuel Capacity			
	Two Pedal Hydrostatic Foot Control			
	Hydrostatic Transmission			
	Two-Speed Transaxle			
	Four Wheel Drive			
	Full Time 4WD / On-Demand			
	Hydrostatic Power Steering			
	Differential Front Wheel Lock			
	Front Lights (steering column mounted)			
	26x12.00-12 In. Square			
	Shoulder 6PR Turf Drive Tires			
	20x10.00-10 In. 6PR Round			
	Shoulder Steering Tires			
	Transmission Oil Cooler			
	Individual Turn Assist Brakes			
	Wet Disk Brakes			
	Master Stop Brake			
	Dual Hydraulic Implement			
	Lift Cylinders			
	Less Mower Deck			
	Hourmeter			
	Fuel Gauge			
	Tilt Steering Wheel			
	PTO Drvien Implements			
	Operator Presence System			
	Low Oil Pressure Warning Light			
	Hydraulic Oil Temp. Light and Alarm PTO Shutdown			

	Folding Two Post ROPS (Roll-		
	Over Protective Structure)		
	and Retractable Seat Belt		
	Cast Iron Rear Bumper		
	Operator Training Video		
	DESTINATION AND LANGUAGE		
	Destination	LE THE	Basic Factory Options - Required
	North America		solestein riedulatein 1A
001A	United States and Canada		In Base Price
	OPERATOR'S STATION AND CONTROLS		SC Land tradeur (6.07) outstanded Labe N. ev T
	Seat		 Basic Factory Options - Required
2010	Deluxe Comfort Seat with Armrests		In Base Price
	Non-suspension base seat.		
2011	Comfort Adjust Suspension Seat with Armrests		\$390.00
2012	Air Ride Suspension Seat with Armrests		\$680.00
	Lighting	Field	Installed Attachments - Optional
BTC10594	Beacon Light		\$375.57
	For 2-Post ROPS and 4-Post ROPS. Not Compatible with Cab Models.		
BTC10644	Front Worklight (2) Kit		\$250.39
	Requires 4-Post ROPS. Not Compatible with Cab		
_	Windshield	Field	Installed Attachments - Optional
	Front Windshield		

Hydraulic Weight Transfer Kit	BTC10531
For 1500 TerrainCut Front Mowers.	
Rear Auxillary Hydraulic Outlet Kit	BTC10562
Requires Double Spool Auxiliary Hydraulic Kit to complete installation.	
Double-Spool Auxiliary Hydraulic Kit	BTC10529
For All 1550/1570/1580 TerrainCut Front Mowers and 1575/1585 TerrainCut Front Mowers Serial	
Single-Spool Auxiliary Hydraulic Kit	BTC10530
For All 1550/1570/1580 TerrainCut Front Mowers and 1575/1585 TerrainCut Front Mowers Serial	
	Rear Auxillary Hydraulic Outlet Kit Requires Double Spool Auxiliary Hydraulic Kit to complete installation. Double-Spool Auxiliary Hydraulic Kit For All 1550/1570/1580 TerrainCut Front Mowers and 1575/1585 TerrainCut Front Mowers Serial Single-Spool Auxiliary Hydraulic Kit For All 1550/1570/1580 TerrainCut Front Mowers

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

72 In. Fastback Commercial Rear Discharge Deck



14-Apr-2022

Total			\$5,742.00
001A	United States and Canada	1	In Base Price
	Option	Codes	
	(For 1500 TerrainCut Front Mowers and 1400/1500's Series	II and Non Series II	Front Mowers)
	Ballast Required on Certain Model Configurations. See Sale Requirements.	es Manual for Prope	r Weight
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$5,742.00
Code	Description		

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Van-Wall Equipment, Inc.

9650 Dice Lane Lenexa, KS 66215 913-397-6009

mailbot.jd@vanwall.com

Quote Summary

Prepared For:

JACKSON COUNTY PARKS & RECREATION 22807 SW WOODS CHAPEL RD BLUE SPRINGS, MO 64015 Business: 816-503-4828 Delivering Dealer:

Van-Wall Equipment, Inc.
Richard Shumate

9650 Dice Lane Lenexa, KS 66215

Phone: 913-397-6009

richard.shumate@vanwall.com

Quote ID:

26448051

Created On:

11 April 2022

Last Modified On:

11 April 2022

Expiration Date:

11 May 2022

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1580 TerrainCut™	\$ 37,999.00	\$ 29,259.23 X	(1	=	\$ 29,259.23

Commercial Front Mower (Less

Mower Deck)

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: April 10, 2022

JOHN DEERE 72 In. Fastback

\$ 5,742.00

\$4,421.34 X

1 =

\$4,421.34

Commercial Rear Discharge Deck

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: April 10, 2022

Equipment Total

\$ 33,680.57

Salesperson : X	Accepted B	y : X
	Balance Due	\$ 33,680.57
	Rental Applied	(0.00)
	Down Payment	(0.00)
	Total	\$ 33,680.57
	Est. Service Agreement Tax	\$ 0.00
	SubTotal	\$ 33,680.57
	Trade In	
	Equipment Total	\$ 33,680.57
Includes Fees and Non-contract items	Quote Summary	



Selling Equipment

Quote Id: 26448051

Customer Name: JACKSON COUNTY PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Van-Wall Equipment, Inc. 9650 Dice Lane

Lenexa, KS 66215

913-397-6009

mailbot.jd@vanwall.com

JOHN DEERE 1580 TerrainCut™ Commercial Front Mower (Less Mower

Suggested List * Hours:

\$ 37,999.00 Stock Number: Contract: Sourcewell Grounds Maintenance 031121-DAC Selling Price *

\$ 29,259.23 (PG NB CG 70)

Price Effective Date: April 10, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount		Extended Contract Price
2453TC	1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 37,319.00	23.00	\$ 8,583.37	\$ 28,735.63	\$ 28,735.63
WHILE THE		Star	ndard Option	s - Per Unit			
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2012	Air Ride Suspension Seat with Armrests	1	\$ 680,00	23.00	\$ 156.40	\$ 523.60	\$ 523.60
	Standard Options Total		\$ 680.00		\$ 156.40	\$ 523.60	\$ 523.60
			100 316 132 21				
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Sell	ing Price		\$ 37,999.00		\$ 8,739.77	\$ 29,259.23	\$ 29,259.23

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Suggested List * **Equipment Notes:**

\$5,742.00

Stock Number:

Hours:

Selling Price *

Contract: Sourcewell Grounds Maintenance 031121-DAC

\$ 4,421.34

(PG NB CG 70)

Price Effective Date: April 10, 2022

* Price per item - includes Fees and Non-contract items

Discount List Price Discount% Contract Extended Description Qty Code **Price** Contract Amount Price 0553TC 72 In. Fastback Commercial 1

Rear Discharge Deck

\$ 5,742.00

23.00 \$ 1,320.66 \$ 4,421.34 \$ 4,421.34



Selling Equipment

Quote Id: 26448051 Customer Name: JACKSON COUNTY PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Van-Wall Equipment, Inc. 9650 Dice Lane

Lenexa, KS 66215 913-397-6009

mailbot.jd@vanwall.com

		Standa	ard Options -	Per Unit			
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
00171	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
otal Sell	ling Price		\$ 5,742.00		\$ 1,320.66	\$ 4,421.34	\$ 4,421.34



Last Update: June 1, 2021

Sourcewell – Grounds Maintenance Equipment, Attachments and Accessories

Contract Number:	031121-DAC
Contract Period:	April 30, 2021 – April 30, 2025
Eligibility:	April 30, 2021 – April 30, 2025 The contract allows for service to Sourcewell Member agencies in all states. The following eligibility requirements must be met: • Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order. • Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos. • Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract. • Charter Schools, Montessori Schools and K-12 private schools are required to pay in full (EFT, credit card or check) prior to receiving purchased equipment. Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract. IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the list of IPHEC Members to verify eligibility. To become a Sourcewell Member, call 877-585-9706 for more details or visit the Sourcewell website to complete an application.
	To obtain a membership list for eligible entities belonging to Sourcewell, please visit the Sourcewell Member Locator and select Membership List Spreadsheet.

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local John Deere Dealer. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.



Contract Details

Delivery Obligations	None.		
Fees	Delivery Charge Optional delivery charge of \$4 per Maps to calculate the mileage.	er loaded mile is allowed for the deliverin	g dealer. Use <u>Google</u>
	State Fees		
	California Tire Fee	All Motorized Equipment	\$1.75 per New Tire
	Fee Administration for more det	Fee publication issued by the California lails. California Tire Fee must be included as occurring on Indian reservations are ex	on the Quote or Purchase
	Louisiana Waste Tire Fee	All Tractors Utility Vehicles (Including ProGators)	\$10.00 per New Tire \$2.25 per New Tire
	Mississippi ATV Trauma Fee	Utility Vehicles (Including ProGators)	\$50.00 per Vehicle
	Fees must be clearly labeled on t	the quote or purchase order.	
Financing	Government Operating Lease by Allowed: If the agency rules and	guidelines allow. This 12-60-month finar p of the equipment.	duct requires payments
	and the equipment is returned to Retail Note Financing by John Do Allowed: If the agency rules and	•	rm.
Machine Hours		ivery, pre-delivery, inspection, machine s e minimal hours. Machines designated as	-
Manuals	An operator's manual is included	I with the delivery of the equipment at no	o charge.
Miscellaneous	Shipping charges		



	For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. Continental US: For all other deliveries within the continental US (excludes AK & HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.
Multiple Unit Discount	For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below:
	Quantity Additional Discount
	3-4 1%
	5-6 2%
	7-8
	9 units or more 4%
	Frontier Equipment is excluded from the Multiple Unit Discount program.
	" <u>Like</u> self-propelled products" means 3 or more utility vehicles, 3 or more Ztraks, etc. The purchase of 1 utility vehicle and 2 Ztraks would not qualify for MUD because they are not "like" products.
Open Market by John Deere (listed in the price book)	Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.
Open Market by Dealer (not listed in the price book)	Allowed: Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.
Payment and Remittance	Credit card payments allowed.
	Remit to Address:
	Deere & Company
	Ag & Turf CBD & Government Sales
	21748 Network Place
	Chicago, IL 60673-1217
Substitutions	Not applicable. This is a current price contract.



Trade-In

Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
	Turf Equipment		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%	Current Price
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%	Current Price
L25	Lawn Tractors (S100s – S240 only) & Equipment	4%	Current Price
L25	Lawn Tractors (X300s only) & Equipment	18%	Current Price
L30	Garden Tractors & Equipment	18%	Current Price
L35	Equipment for Lawn & Garden Tractors	18%	Current Price
C10	Commercial Walk-Behind Mowers & Equipment	23%	Current Price
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%	Current Price
C15	Commercial Front Mowers & Equipment	23%	Current Price
C18	Commercial Wide Area Mowers & Equipment	23%	Current Price
C20	Compact Utility Tractors & Equipment	18%	Current Price
C21	Equipment for Commercial Mowing Products	23%	Current Price
C25	Equipment for Compact Utility Tractors	18%	Current Price
C40	Mid-Size Crossover Utility Vehicles & Equipment	14%	Current Price
C41	Full-Size Crossover Utility Vehicles & Equipment	14%	Current Price
C42	Traditional Utility Vehicles & Equipment	17%	Current Price
C47	HPX Utility Vehicles & Equipment	14%	Current Price
C48	Equipment for Utility Vehicles	14%	Current Price
	Golf Equipment		
G10	Reel Mowers & Equipment	24%	Current Price
G15	Special Application Mowers & Equipment	24%	Current Price
G20	Special Application Vehicles & Equipment	24%	Current Price
G25	Aeration & Equipment	24%	Current Price
G30	Debris Maintenance & Equipment	24%	Current Price
G35	Golf Fleet Management	13%	Current Price
	Frontier Equipment		
Frontier	Cotton	18%	Current Price
Frontier	Cutting & Mowing	18%	Current Price
Frontier	Hay & Forage	18%	Current Price
Frontier	Landscaping	18%	Current Price
Frontier	Livestock	18%	Current Price
Frontier	Material Handling	18%	Current Price
Frontier	Planting & Seeding	18%	Current Price



Frontier	Snow Equipment	18%	Current Price
Frontier	Sprayers	18%	Current Price
Frontier	Tillage	18%	Current Price

Contract Updates

June 1, 2021 – New contract announced.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of live bait for use by the Parks + Rec Department to Creel Outdoors Wholesale of Lavaca, AR, under the terms and conditions of Invitation to Bid No. 25-22.

RESOLUTION NO. 20941, May 2, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a continuing need for live bait for resale at its marinas; and,

WHEREAS, the Director Finance of Purchasing has solicited formal written bids on Bid No. 25-22 for the furnishing of live bait for use by Parks + Rec Department; and,

WHEREAS, a total of ten notifications were distributed and one response was received and evaluated, from Creel Outdoors Wholesale of Lavaca, AR; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend to Creel Outdoors Wholesale of Lavaca, AR, as the lowest and best bidder; and,

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

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

BE IT FURTHER RESOLVED that the Director of the Department of Finance is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency have been made in the then current Jackson County budget.

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

APPROVED AS TO FORM:

Chief Deputy County Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attached re was duly passed on _egislature. The votes thereon were as fo	esolution, Resolution No. 20941 of May 2, 2022, 2022 by the Jackson County ellows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of the Legislature
	does not obligate Jackson County to pay any ls for specific purchases is subject to annua
4/28/2022 Date	Chief Administrative Officer

Request for Legislative Action

Res. No.: 20941 Sponsor: Tony Miller Date: May 2, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20941
Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/2/2022

Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/2/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Awarding a 12-month Term and Supply Contract with one 12-month option to extend for the furnishing of Live Bait for Resale for use by Parks + Rec to Creel Outdoors Wholesale of Lavaca, Arkansas under the terms and conditions of Invitation to Bid 25-22.

Request Summary

Parks + Rec requires a Term & Supply contract for the furnishing of Live Bait for Resale. The purchasing department issued Invitation to Bid 25-22 in response to those requirements. A total of 10 invitations were distributed and one response was received from Creel Outdoors Wholesale of Lavaca, Arkansas and was evaluated as follows per the pricing table attached in the file labled "Live Bait Pricing 4-19-22."

Pursuant to Secton 1054.6 of the Jackson County Code, the Purchasing Department recommends the award of a 12-month Term & Supply Contract with one 12-month option to extend for the furnishing of Live Bait for use by Parks + Rec to Creel Outdoors Wholesale of Lavaca, Arkansas under the terms and conditions of Invitation to Bid 25-22 as the lowest bid received. This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availablity of funds will, of necessity, be determined as each agency places its order.

Projected annual spend is approximately \$25,000.

Contact Information			
Department:	Parks + Rec	Submitted Date:	4/19/2022
Name:	Greg P. Addison	Email:	GAddison@jacksongov.org
Title:	Superintendent, Golf Course	Phone:	816-765-8405
	and Marinas		

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of
			Formula

Prior Legislation		
Prior Ordinances		
Ordinance: Ordinance date:		
Prior Resolution		
Resolution:	Resolution date:	
20167	June 3, 2019	

Purchasing		
Does this RLA include the purchase or lease of	Yes	
supplies, materials, equipment or services?		
Chapter 10 Justification:	Formal Bid	
Core 4 Tax Clearance Completed:	Not Applicable	
Certificate of Foreign Corporation Received:	Yes	
Have all required attachments been included in	Yes	
this RLA?		

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Ve	teran Owned Business Program
Goals Not Applicable for fo	ollowing reason: Less than \$50000
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

• 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.

Request for Legislative Action

History

<div class="ExternalClass8E0BD1E614C44B10BC189CD55AC50838">Greg P. Addison at 4/19/2022
3:25:19 PM - [Submitted |]Department Director: Michele Newman at 4/21/2022 5:01:14 PM [Approved |]Finance (Purchasing): Barbara J. Casamento at 4/22/2022 9:19:23 AM [Approved |]Compliance: Katie M. Bartle at 4/22/2022 3:56:18 PM - [Approved |]Finance (Budget): Mark Lang at 4/25/2022 1:46:43 PM - [Approved | T&S contracts do not require a fiscal note.]Executive: Sylvya Stevenson at 4/27/2022 9:38:01 AM - [Approved |]</div>

Legal: Elizabeth Freeland at 4/27/2022 4:07:54 PM - Approved.

INTEROFFICE MEMORANDUM

TO: CRAIG REICH

FROM: GREG ADDISON, SUPERINTENDENT GOLF COURSE & MARINAS

SUBJECT: 2022 PRO SHOP MERCHANADISE PURCHASES FOR RESALE

DATE: APRIL 19, 2022

CC: FILE

Craig,

The projected budget number, listed below, reflect our expected usage for the upcoming 2022 budget year for the marinas. We're guessing a bit here as, given all of the supply chain issues affecting pricing, we don't know exactly what price increases will occur, but we should be pretty close.

300-1666-7033			
Minnows, Night Crawlers, Frozen shad, Red Worms, etx.		\$25,000	
Total		\$25,000	

No.	Description	U/M	Price
L.	Minnows, Small	Pound	s 12, 50
2.	Minnows, Medium	Pound	\$ 12,50
3.	Minnows, Large	Pound	\$ 11.50
4.	Night Crawlers	Dozen Cup	\$ 2, 10
5.	Red Worms aka Red Wigglers	Dozen Ca	s 2, 35 ea
6.	Frozen Shad	Dozen	s 4,00
7.	Frozen Skipjack	Dozen	\$ 9,50
8.	Chicken Livers	Pound	\$ 1,85
9.	Minnow tank water conditioner	Gallon	\$ 56.58
10.	Minnow tank filters 6	Each	\$ 15,37
11.	Styrofoam minnow buckets	Dozen	\$ 30.50

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating associates within the Environmental Health Division upon the occasion of their recognition by the Missouri Environmental Health Association.

RESOLUTION NO. 20942, May 2, 2022

INTRODUCED BY Charlie Franklin, Theresa Cass Galvin, Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Dan Tarwater III, and Jeanie Lauer, County Legislators

WHEREAS, Deb Sees, Chief Environmentalist, Casey Elledge, Public Health Supervisor, and Tosha Dyer, Public Health Specialist, were recently recognized by the Missouri Environmental Health Association (MEHA) at its Annual Education Conference and Awards Banquet; and,

WHEREAS, Tosha Dyer was named Environmental Public Health Specialist of the Year for 2021 for her attention to detail and ability to think quickly to prioritize challenges; and,

WHEREAS, Tosha is an integral part of the Environmental Health team, displaying initiative and determination to help everyone succeed; and,

WHEREAS, Casey Elledge leads the Hospitality Committee for MEHA and received the Special Recognition Award for his idea to take hospitality to an off-site location, creating a highly successful networking event that benefitted all attendees; and,

WHEREAS, Casey can be counted on for leadership, initiative, and willingness to take on extra duties; and.

WHEREAS, Deb Sees received the Lifetime Achievement Award for her continued care and commitment to the profession; and,

WHEREAS, Deb joined the environmental health field in 2001 after 15 years of experience in restaurant management, working her way up from inspector to Chief Environmentalist; and,

WHEREAS, Deb has developed numerous training programs and served as Committee Chair, member of the Executive Board, and President of MEHA; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby congratulates the Environmental Health Team, Deb Sees, Casey Elledge, and Tosha Dyer, on their recognition by the Missouri Environmental Health Association.

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 2022, was duly passed on	ed resolution, Resolution No. 20942 of May 2 , 2022 by the Jackson County follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature