



Office of  
Mary Jo Spino  
Clerk of the County  
Legislature

# Jackson County Missouri

## AGENDA

Jackson County Courthouse  
415 East 12th Street, 2nd floor  
Kansas City, Missouri 64106  
(816)881-3242

### County Legislature

Scott Burnett (1st) Chairman, Theresa Garza Ruiz, (1st AL) Vice Chairman,  
Crystal Williams (2nd AL), Fred Arbanas (3rd AL),  
James D. Tindall (2nd), Dennis Waits (3rd), Dan Tarwater (4th), Greg Grounds (5th)  
Bob Spence (6th)

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Fifth Regular meeting of the Jackson County Legislature, Monday, February 03, 2014, at 2:30 PM at the K.C.  
Legislative Assembly Area, Kansas City, Missouri.

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- 1 ROLL CALL
- 2 THE PLEDGE OF ALLEGIANCE
- 3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING
- 4 HEARINGS
- 5 COMMUNICATIONS AND REPORTS OF THE COUNTY EXECUTIVE
- 6 PERFECTION OF PROPOSED ORDINANCES AND REPORTS OF COMMITTEE  
None.
- 7 FINAL PASSAGE OF PROPOSED ORDINANCES  
None.
- 8 RESOLUTIONS IN COMMITTEE
  - 18375 A RESOLUTION authorizing the Chairman of the Legislature to execute a Consulting Agreement with Fred Dreiling, LLC, to serve as intergovernmental relations consultant, at a cost to the County not to exceed \$45,000.00.  
*(Inter-Governmental Affairs Committee - 1st. Meeting)*
  - 18376 A RESOLUTION authorizing the Chairman of the Legislature to execute Consulting Agreements with Phil LeVota d/b/a Midwest Mediation & Consulting, LLC, of Independence, MO, and Kim Tuttle d/b/a KTCO, LLC, of Ballwin, MO, in the amount of \$12,500.00 each, to serve as intergovernmental relations consultants, at an actual aggregate cost to the County not to exceed \$25,000.00.  
*(Inter-Governmental Affairs Committee - 1st. Meeting)*
- 9 CONSENT AGENDA

**10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE**

- 4601 AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 3.19 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).
- 4602 AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 9.38 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).
- 4603 AN ORDINANCE vacating a portion of an unimproved right-of-way within the subdivision "Blue Skyline Acres."

**11 INTRODUCTION OF PROPOSED RESOLUTIONS AND ASSIGNMENT TO COMMITTEE**

- 18378 A RESOLUTION supporting the expansion of Medicaid in the State of Missouri to 138 percent of the federal poverty level, as permitted by the Affordable Care Act.  
*(Introduced by Scott Burnett, Theresa Garza Ruiz, Crystal Williams and Dennis Waits)*
- 18379 A RESOLUTION authorizing the County Executive to execute Supplemental Agreement No. 1 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Secretary of the Army for the installation of a new wastewater treatment facility at the Fred Arbanas Golf Course.  
*(Introduced by Fred Arbanas)*
- 18380 AN RESOLUTION transferring \$3,600.00 within the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute a Cooperative Agreement with Andre Carson of Grandview, MO, for the Prosecuting Attorney's Office's Re-Entry Pilot Program, at a cost to the County not to exceed \$3,600.00.  
*(Introduced by Dan Tarwater)*
- 18381 A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of softball umpire services for use by the Parks + Rec Department to Eastern Jackson County USSSA Umpire Association of Independence, MO, as a sole source purchase.  
*(Introduced by Fred Arbanas)*
- 18382 A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with Natalie Collar of Kansas City, MO, to serve as an artist-mentor for the MyARTS Program, at an actual cost to the County not to exceed \$26,000.00.  
*(Introduced by Dan Tarwater)*

- 18383 A RESOLUTION authorizing the County Executive to execute an Agreement with ArtsTech of Kansas City, MO, for the Prosecutor's Office MyARTS Program, at a cost to the County not to exceed \$155,000.00.  
*(Introduced by Dan Tarwater)*
- 18384 A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with Rachel Eilts of Kansas City, KS, to serve as the lead artist-mentor for the MyARTS Program, at an actual cost to the County not to exceed \$35,880.00.  
*(Introduced by Dan Tarwater)*
- 18385 A RESOLUTION authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the Cities of Blue Springs, Grain Valley, and Oak Grove for the County's yard waste drop-off facility.  
*(Introduced by Bob Spence)*
- 18386 A RESOLUTION awarding twelve-month term and supply contracts with two twelve-month options to extend for the furnishing of beer for resale by the Parks + Rec Department to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City, MO, as proprietary purchases.  
*(Introduced by Fred Arbanas)*
- 18387 A RESOLUTION awarding twelve-month term and supply contracts with three twelve-month options to extend for the furnishing of pro shop articles for resale by the Parks + Rec Department to Nike Golf of Dallas, TX, and Acushnet/Titleist and FootJoy of Fairhaven, MA, as proprietary purchases.  
*(Introduced by Fred Arbanas)*
- 18388 A RESOLUTION authorizing the County Executive to execute a contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.  
*(Introduced by Fred Arbanas)*
- 18389 A RESOLUTION awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of soft drinks for resale by the Parks + Rec Department at its concessions operations to Coca-Cola Bottling Company of Lenexa, KS, as a proprietary purchase.  
*(Introduced by Fred Arbanas)*

- 18390 A RESOLUTION awarding a thirty-six month term and supply contract with two twelve-month options to extend for the furnishing of high volume photocopier equipment lease services for use by the Office Services Section of the Finance and Purchasing Department, to Knighton Business Solutions of Overland Park, KS, under the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-SDD-1662, an existing government contract.

*(Introduced by Theresa Garza Ruiz)*

- 18391 A RESOLUTION transferring \$30,150.00 within the 2014 General Fund and authorizing the County Executive to execute an Agreement with the Kansas City, Missouri School District for the furnishing of adult education and literacy services for use by the Department of Corrections, at a cost to the County not to exceed \$30,150.00.

*(Introduced by James D. Tindall)*

- 18392 A RESOLUTION awarding a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of geotechnical testing services for use by the Public Works Department to Kansas City Testing and Engineering of Kansas City, KS, under the terms and conditions of Request for Qualifications No. 62-13.

*(Introduced by Bob Spence)*

**12 COUNTY EXECUTIVE ORDERS**

- 14-01 APPOINTMENT TO THE LAND BANK OF KANSAS CITY, MO

**13 UNFINISHED BUSINESS**

**14 NEW BUSINESS**

**15 ADJOURNMENT**

The next legislative meeting is scheduled to be held on Monday, February 10, 2014 at 2:30 P.M. at the Eastern Jackson County Courthouse, 308 W. Kansas, Ground Floor, Legislative Chambers.



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** amending the zoning districts established pursuant to the Unified Development Code by changing a certain 3.19 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).

**ORDINANCE NO. 4601**, February 3, 2014

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

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RE" (Residential Estates) District, so that there will be transferred from District AG to District RE, a tract of land known as 20705 E. Courtney Atherton Road, Independence, MO, and specifically described as follows:

**Description:** A tract of land in the South Half of the Northeast Corner of Section 9, Township 50 North, Range 31 West, Jackson County, Missouri, described of follows: Commencing at the Southwest corner of the Northeast Quarter; thence South 87 degrees, 34 minutes, 07 seconds East, along the South line of the Northeast Quarter, 472.20 feet; thence North 02 degrees, 14 minutes, 19 seconds East, parallel with the West line of the Northeast Quarter, 612.56 feet, to the Point of Beginning; thence continuing North 02 degrees, 14 minutes, 19 seconds East, 196.11 feet to a point on the Southerly line of Lot 1 of the recorded plat of "Mundy Estates"; thence South 87 degrees, 35 minutes, 42 seconds East, along the Lot line and it's prolongation, 725.78 feet, to a point on the Westerly Right-Of-Way of Courtney Atherton Road as described in Document 2012E0053515; thence South 11 degrees, 16 minutes, 18 seconds West, along the Right-Of-Way line, being 25 feet from the Centerline, 198.49 feet; thence North 87 degrees, 35 minutes, 42 seconds West, leaving the Right-Of-Way line 694.61 feet, to the Point Of Beginning, containing 139,280.03 square feet, or 3.19 acres, more or less.

Section 2. The Legislature, pursuant to the application of Brian and Ann Mundy and Jabba Real Estate, LLC, (RZ-2014-501), requesting the amendment embodied in this

Ordinance and with notice that the Jackson County Plan Commission voted 9 to 0 to recommend APPROVAL of this application after a public hearing on January 16, 2014, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4601 introduced on February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4601.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4601

Sponsor(s): xxxxx

Date: February 3, 2014

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>Brian &amp; Ann Mundy and Jabba Real Estate LLC Case No. RZ-2014-501</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="341 493 1218 808"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; 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><input checked="" type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577											
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) on a 3.19 ± acre tract to District RE (Residential Estates). The 3.19 ± acres are to be platted into a one lot subdivision. The 3.19 ± acres are located in Section 9, Township 50, Range 31, Jackson County, Missouri aka 20705 E. Courtney Atherton Road, and specifically described on Attachment to RLA-1. Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission voted 9 to 0 to recommend <u>APPROVAL</u> to the County Legislature.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS	See Attachment to RLA-2											
REVIEW	Department Director: <i>Earl Newill</i> Earl Newill, Acting Director	Date: 01/29/2014										
	Finance (Budget Approval): <i>If applicable</i>	Date:										
	Division Manager: <i>[Signature]</i>	Date: <i>1/29/14</i>										

County Counselor's Office:	Date:
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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.

RZ-2014-501

**ATTACHMENT TO RLA 1:**

**Description:** A tract of land in the South Half of the Northeast Corner of Section 9, Township 50 North, Range 31 West, Jackson County, Missouri, described of follows: Commencing at the Southwest corner of the Northeast Quarter; thence South 87 degrees, 34 minutes, 07 seconds East, along the South line of the Northeast Quarter, 472.20 feet; thence North 02 degrees, 14 minutes, 19 seconds East, parallel with the West line of the Northeast Quarter, 612.56 feet, to the Point of Beginning; thence continuing North 02 degrees, 14 minutes, 19 seconds East, 196.11 feet to a point on the Southerly line of Lot 1 of the recorded plat of "Mundy Estates"; thence South 87 degrees, 35 minutes, 42 seconds East, along the Lot line and it's prolongation, 725.78 feet, to a point on the Westerly Right-Of-Way of Courtney Atherton Road as described in Document 2012E0053515; thence South 11 degrees, 16 minutes, 18 seconds West, along the Right-Of-Way line, being 25 feet from the Centerline, 198.49 feet; thence North 87 degrees, 35 minutes, 42 seconds West, leaving the Right-Of-Way line 694.61 feet, to the Point Of Beginning, containing 139,280.03 square feet, or 3.19 acres, more or less.

**ATTACHMENT TO RLA-2:**

Attachments

Plan Commission Public Hearing Summary from January 16, 2014  
Location Map  
Staff report  
Names/Addresses of surrounding property owners  
Map showing current zoning districts in area  
Application  
Plat of Mundy Estates, 2<sup>nd</sup> Plat

**Jackson County Plan Commission  
Summary of Public Hearing**

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RE: RZ-2014-501

**Applicant:** Brian Mundy & Ann Mundy and Jabba Real Estate LLC

**Location:** 20705 E. Courtney Atherton Road, lying in Section 9, Township 50, Range 31, Jackson County, Missouri.

**Area:** 3.19 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

**Purpose:** The 3.19 acres to be platted into a lot with proposed subdivision plat, Mundy Estates, 2<sup>nd</sup> Plat

**Current Land Use and Zoning in the Area:**

Zoning in the area is primarily agricultural. Property sizes range from 5 acres to 10 acres and larger tracts, containing single family residences.

Directly to the west is the City of Sugar Creek and Lot 2, Mundy Estates, which the applicant rezoned to District RE and platted in 2013. To the north is a four lot subdivision, Cox Mills Estates platted in 1995. To the east to a 7.9 acre tract rezoned to Light Industrial in 1981. Further east across the railway is the Little Blue Valley Sewer District's Atherton Wastewater Treatment Plant.

**Comments:** The applicant wishes to rezone and plat an additional three acre lot. This lot will become Lot 5 of the said proposed Mundy Estates, 2<sup>nd</sup> Plat. Part of Lot 1 Mundy Estates is being replatted into Lot 3. The remaining portion of Lot 1, originally platted as a 16 is being platted into Lot 4 with some addition land to the east and with access onto Courtney Atherton Road. Both Lots 3 and 4 are remaining within District AG (Agricultural) and therefore are not included in this application. The applicants remaining acreage of 10.12 acres already contains a residence and is not part of the proposed plat.

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

**County Plan:**

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

**Recommendation:**

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



## Jackson County Plan Commission Summary of Public Hearing

Staff recommends APPROVAL of RZ-2014-501

### General Discussion:

Mr. Tarpley asked if the surrounding lots currently have homes on them. Mr. Diehl stated that the remaining 10 acres has a small house on it.

Mr. Pointer stated that there is pretty hilly land in this area. Mr. Diehl agreed that there is a tall hill on the other side of the creek.

Mr. Tarpley asked about what road would provide access to the lots. Mr. Diehl stated that they would have access from Courtney-Atherton Road. Mr. Tarpley stated concern that all of the lots will have road access. Mr. Diehl confirmed that they will.

Applicants did not have any additional information.

Mrs. Mershon made a motion to take RZ-2014-501 under advisement. Mr. Crawford seconded. Voice Vote. Approved 9-0.

RZ-2014-501 was taken under advisement.

Mrs. Mershon made motion to approve RZ-2014-501, seconded by Mr. Tarpley.

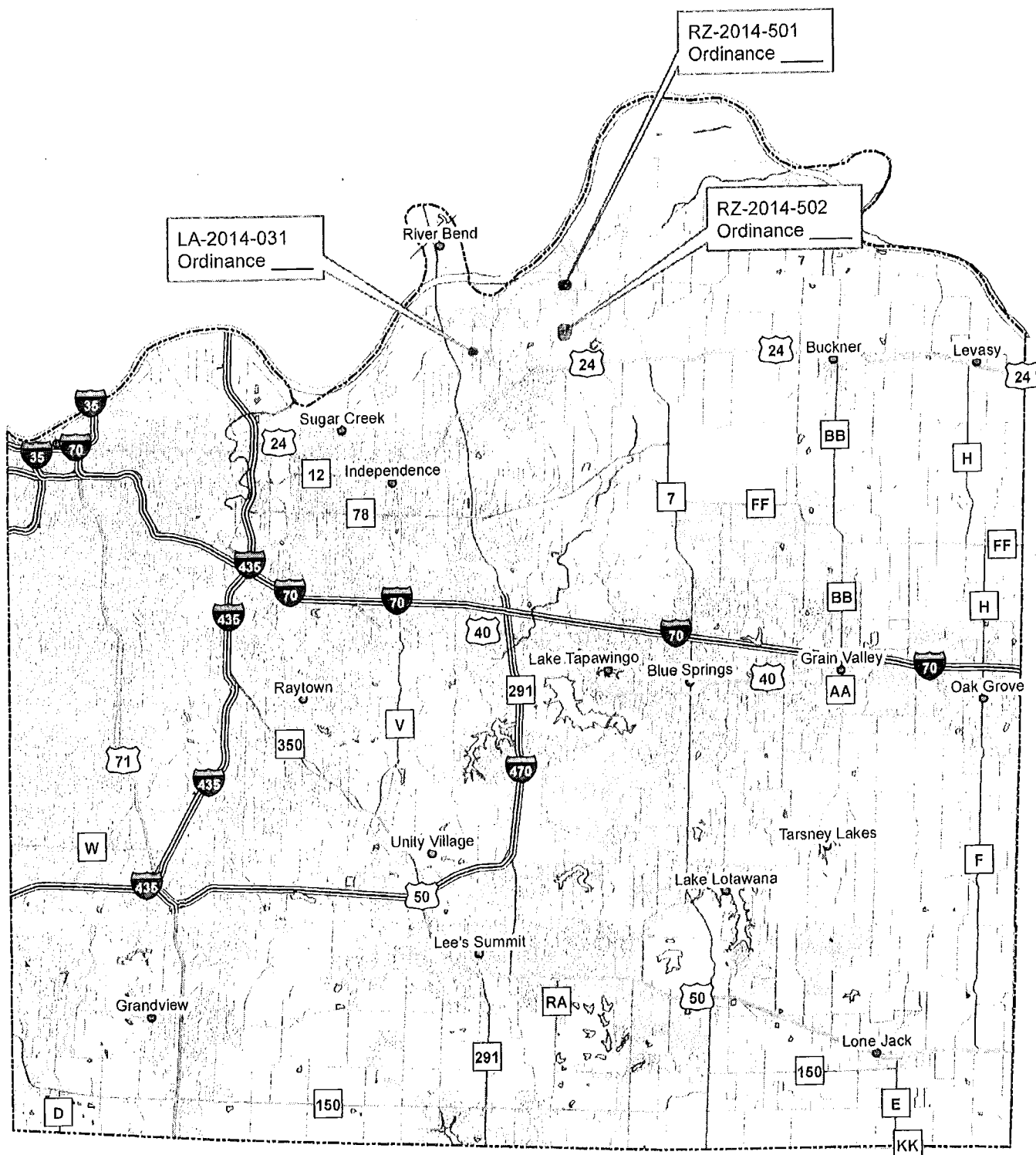
### Roll Call vote taken.

Mr. Akins	Approve
Mrs. Querry	Approve
Mr. Gibler	Approve
Mr. Pointer	Approve
Mr. Tarpley	Approve

Mr. Haley	Approve
Mr. Crawford	Approve
Mrs. Mershon	Approve
Chairman. Antey	Approve

**RZ-2014-501 APPROVED**

Jackson County Plan Commission  
January 16, 2014  
Agenda Location Map



STAFF REPORT

PLAN COMMISSION  
January 16, 2014

RE: RZ-2014-501

Applicant: Brian Mundy & Ann Mundy and Jabba Real Estate LLC

Location: 20705 E. Courtney Atherton Road, lying in Section 9, Township 50,  
Range 31, Jackson County, Missouri.

Area: 3.19 ± acres

Request: Change of zoning from District AG (Agricultural) to District RE  
(Residential Estates)

Purpose: The 3.19 acres to be platted into a lot with proposed subdivision plat,  
Mundy Estates, 2<sup>nd</sup> Plat

**Current Land Use and Zoning in the Area:**

Zoning in the area is primarily agricultural. Property sizes range from 5 acres to 10 acres and larger tracts, containing single family residences.

Directly to the west is the City of Sugar Creek and Lot 2, Mundy Estates, which the applicant rezoned to District RE and platted in 2013. To the north is a four lot subdivision, Cox Mills Estates platted in 1995. To the east to a 7.9 acre tract rezoned to Light Industrial in 1981. Further east across the railway is the Little Blue Valley Sewer District's Atherton Wastewater Treatment Plant.

Comments: The applicant wishes to rezone and plat an additional three acre lot. This lot will become Lot 5 of the said proposed Mundy Estates, 2<sup>nd</sup> Plat. Part of Lot 1 Mundy Estates is being replatted into Lot 3. The remaining portion of Lot 1, originally platted as a 16 is being platted into Lot 4 with some addition land to the east and with access onto Courtney Atherton Road. Both Lots 3 and 4 are remaining within District AG (Agricultural) and therefore are not included in this application. The applicants remaining acreage of 10.12 acres already contains a residence and is not part of the proposed plat.

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

**County Plan:**

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

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2014-501

Respectfully submitted,

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

Plan Commission  
January 16, 2014  
RZ-2014-501

Applicants / Property Owners:

10-600-01-14  
Brian K & Anne E Mundy-Trustees  
20509 E Courtney Atherton Road  
Independence, MO 64058

10-600-05-03  
Jabba Real Estate LLC  
20509 E Courtney Atherton Road  
Independence, MO 64058

Certified Mail – Return Receipt  
Property Owners within 185 feet

10-600-01-04  
Little Blue Valley Sewer District  
21101 E 78 Hwy  
Independence, MO 64057

10-600-01-15  
Paul I Marsh  
20403 E Courtney Atherton Road  
Independence, MO 64058



# Jackson County Zoning Map

## Legend

185' Noticifaction Area

## Pending Rezoning

<all other values>

## Zoning

Residential Estates

## Rezoning

## Zoning

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

EX. 5

RZ-2014-501

Ord

1 inch = 300 feet

Ord. 4601



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

**APPLICANT INFORMATION:**

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

**TO BE COMPLETED BY OFFICE PERSONNEL ONLY:**

Rezoning Case Number RZ-2014-001

Date filed 12-12-13 Date of hearing 1-16-14

Date advertised 12-31-13 Date property owners notified 12-31-13

Date signs posted 12-31-13

Hearings: Heard by PC Date 1-16-14 Decision \_\_\_\_\_

Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

**BEGIN APPLICATION HERE:****1. Data on Applicant(s) and Owner(s):**

- a. Applicant(s) Name: BARRY K. MOORE
- Address: 20509 E. COUNTRY ATHERTON RD.
- INDEP., MO 64058
- Phone: 816-668-4521
- b. Owner(s) Name: JAMES K. MOORE
- Address: 1551 N. COUNTRY ATHERTON RD. INDEP. MO 64058
- Phone: 816-668-4521
- c. Agent(s) Name: BKS INFORMATION GROUP, LLC

Address: 9004 Breckinridge Ave., Ste E Bldg 64130  
Phone: 866.215.8176

d. Applicant's interest in Property: OWNERS

2. General location (Road Name) COURTNEY - ARLINGTON RD.

3. Present Zoning AC Requested Zoning RE

4. AREA (sq. ft. / acres) 3.08 AC.

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

SEE EXHIBIT

6. Present Use of Property: \_\_\_\_\_

7. Proposed Use of Property: SINGLE FAMILY

8. Proposed Time Schedule for Development: SPRING 2014

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

NO CHANGE

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

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

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

a. Water ~~TAP WATER~~ ON SITE WELL

b. Sewage disposal ON SITE

c. Electricity KCP&L ON SITE

d. Fire and Police protection FOOT ASHLE FIRE JACKSON COUNTY SHERIFF

12. Describe existing road width and condition: 20' ASPHALT



13. What effect will proposed development have on existing road and traffic conditions? No Change

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

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

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

Signature

Date

Property Owner(s)

Brian Mundy  
Debra Mundy  
TABBA BY Brian Mundy

12-12-13

12-12-13

12-12-13

Applicant(s):

Brian Mundy  
Debra Mundy

12-12-13

12-12-13

Contract Purchaser(s):

STATE OF Missouri

COUNTY OF Jackson

On this 12<sup>th</sup> day of December, in the year of 2013, before me the undersigned notary public, personally appeared Brian Mundy and  
Debra M. Mundy

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

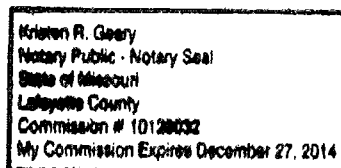
In witness whereof, I hereunto set my hand and official seal.

Notary Public

Kristen R. Geary

Commission Expires

December 27, 2014





## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** amending the zoning districts established pursuant to the Unified Development Code by changing a certain 9.38  $\pm$  acre tract from District AG (Agricultural) to District RE (Residential Estates).

**ORDINANCE NO. 4602**, February 3, 2014

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

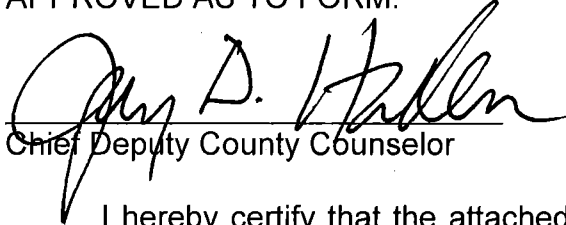
Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RE" (Residential Estates) District, so that there will be transferred from District AG to District RE, a tract of land known as 2424 N. Old Atherton Road, Independence, MO, and specifically described as follows:

**Description:** All that part of the Southeast Quarter of Section 16, Township 50, range 31, in Jackson County, Missouri, more particularly described as; Commencing at the Northwest corner of the said quarter section, thence South 87 degrees, 48 minutes, 11 seconds East, along the North line of said quarter section, a distance of 771.83 feet, to the Point of Beginning; thence South 87 degrees, 48 minutes, 11 seconds East, along the North line of said quarter section, a distance of 527.51 feet; thence South 02 degrees, 35 minutes, 56 seconds West, a distance of 264.00 feet; thence South 87 degrees, 48 minutes, 11 seconds East, a distance of 20.00 feet; thence South 02 degrees, 35 minutes, 56 seconds West, a distance of 72.72 feet, to a point in the centerline of Old Atherton Road as now established; thence South 25 degrees, 55 minutes, 53 seconds West, along the centerline of Old Atherton Road, a distance of 654.37 feet; thence North 87 degrees, 48 minutes, 11 seconds West, a distance of 288.33 feet, to a point on the East line of Lot 5, Dog Gone Farm, a subdivision of record in Jackson County, Missouri; thence North 02 degrees, 35 minutes, 56 seconds East, along the East line of Lots 4 and 5, Dog Gone Farm, a distance of 935.76 feet, to the Northeast corner of said Lot 4, said point being the Point of Beginning. Except that part in roads.

Section 2. The Legislature, pursuant to the application of Aaron and Stephanie Kirk and Bruce Schumacher, (RZ-2014-502), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 9 to 0 to recommend APPROVAL of this application after a public hearing on January 16, 2014, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached Ordinance, Ordinance No. 4602 introduced on February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4602.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4602

Sponsor(s): xxxxxxx

Date: February 3, 2014

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>Bruce Schumacher and Aaron and Stephanie Kirk Case No. RZ-2014-502</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; 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><input checked="" type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT   TO ACCT
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT   TO ACCT											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577											
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) on a 9.38 ± acre tract to District RE (Residential Estates). The 9.38 ± acres will be platted into a two lot subdivision. The lot sizes will be 4.38 and 5.00 acres in size. The 9.38 acres ± are located in Section 16, Township 50, Range 31, Jackson County, Missouri aka 2424 N. Old Atherton Road, and specifically described on Attachment to RLA-1. Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission voted 9 to 0 to recommend <u>APPROVAL</u> to the County Legislature.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS	See Attachment to RLA-2											
REVIEW	Department Director:	Date: 01/29/2014										
	Earl Newill, Acting Director <i>Earl Newill</i>	Date:										
	Finance (Budget Approval):	Date:										
	If applicable Division Manager: <i>[Signature]</i> County Counselor's Office: <i>[Signature]</i>	Date: <i>2/29/14</i> Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**ATTACHMENT TO RLA-2:**

Attachments

Plan Commission Public Hearing Summary from January 16, 2014

Location Map

Staff report

Names/Addresses of surrounding property owners

Map showing current zoning districts in area

Application

Plat of Triple Oak Farms

**RZ-2014-502**

**ATTACHMENT TO RLA 1:**

Description: All that part of the Southeast Quarter of Section 16, Township 50, range 31, in Jackson County, Missouri, more particularly described as; Commencing at the Northwest corner of the said quarter section, thence South 87 degrees, 48 minutes, 11 seconds East, along the North line of said quarter section, a distance of 771.83 feet, to the Point of Beginning; thence South 87 degrees, 48 minutes, 11 seconds East, along the North line of said quarter section, a distance of 527.51 feet; thence South 02 degrees, 35 minutes, 56 seconds West, a distance of 264.00 feet; thence South 87 degrees, 48 minutes, 11 seconds East, a distance of 20.00 feet; thence South 02 degrees, 35 minutes, 56 seconds West, a distance of 72.72 feet, to a point in the centerline of Old Atherton Road as now established; thence South 25 degrees, 55 minutes, 53 seconds West, along the centerline of Old Atherton Road, a distance of 654.37 feet; thence North 87 degrees, 48 minutes, 11 seconds West, a distance of 288.33 feet, to a point on the East line of Lot 5, Dog Gone Farm, a subdivision of record in Jackson County, Missouri; thence North 02 degrees, 35 minutes, 56 seconds East, along the East line of Lots 4 and 5, Dog Gone Farm, a distance of 935.76 feet, to the Northeast corner of said Lot 4, said point being the Point of Beginning. Except that part in roads.

**Jackson County Plan Commission  
Summary of Public Hearing**

---

**RE: RZ-2014-502**

**Applicant:** Bruce Schumacher and Aaron & Stephanie Kirk

**Location:** 2424 N. Old Atherton Road lying in Section 16, Township 50, Range 31, Jackson County, Missouri

**Area:** 9.38 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

**Purpose:** The 9.38 ± acres to be platted into proposed subdivision plat, Triple Oak Farms

**Current Land Use and Zoning in the Area:**

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

To the West of the proposed request is Dog Gone Farms platted in 1989. To the Southeast is a 1 lot subdivision, Lawson Moore Estates, rezoned to District RE and platted in 2007. To the East is Sunny Oaks, platted in 1978 and 1980. Both of these subdivisions were created prior to the Unified Development Code (UDC) and are therefore considered as legal non-conforming, being within District AG (Agricultural). Further East is a 5.25 acre area rezoned in 1997 to District RE. This property has yet to be platted. To the South are 5 to 10 tracts with District AG. To the North is Timber Ridge Meadows, platted in 2008. This subdivision contains 8 lots ranging from 3 to 6 acres in size. These lots were rezoned to District RE. Within the interior of the subdivision there are 7 tracts, all 10 or more acres in size, all within District AG.

**Comments:**

As stated, the applicant wishes to plat the 9.38 acres into two lots. Lot 1 will consist of 4.38 acres and will contain the existing residence at 2424 N. Old Atherton Road. The remaining 5 acres will become Lot 2 as shown on the proposed plat.

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

**County Plan:**

## **Jackson County Plan Commission Summary of Public Hearing**

The County Plan Development Diagram illustrates this area within the Suburban Development Tier (SDT). The RE (Residential Estates) District is appropriate in the Suburban Development Tier.

### **Recommendation:**

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

Staff recommends APPROVAL of RZ-2014-502

### **General Discussion:**

No questions for staff.

Applicants did not have any additional information.

Mr. Akins asked the applicants what the resulting sizes of the two lots will be. Mr. Schumacher responded that they would be 4.38 & 5 acres.

Mr. Tarpley made a motion to take RZ-2014-502 under advisement. Mrs. Mershon seconded. Voice Vote. Approved 9-0.

RZ-2014-502 was taken under advisement.

Mr. Gibler made motion to approve RZ-2014-502, seconded by Mrs. Mershon.

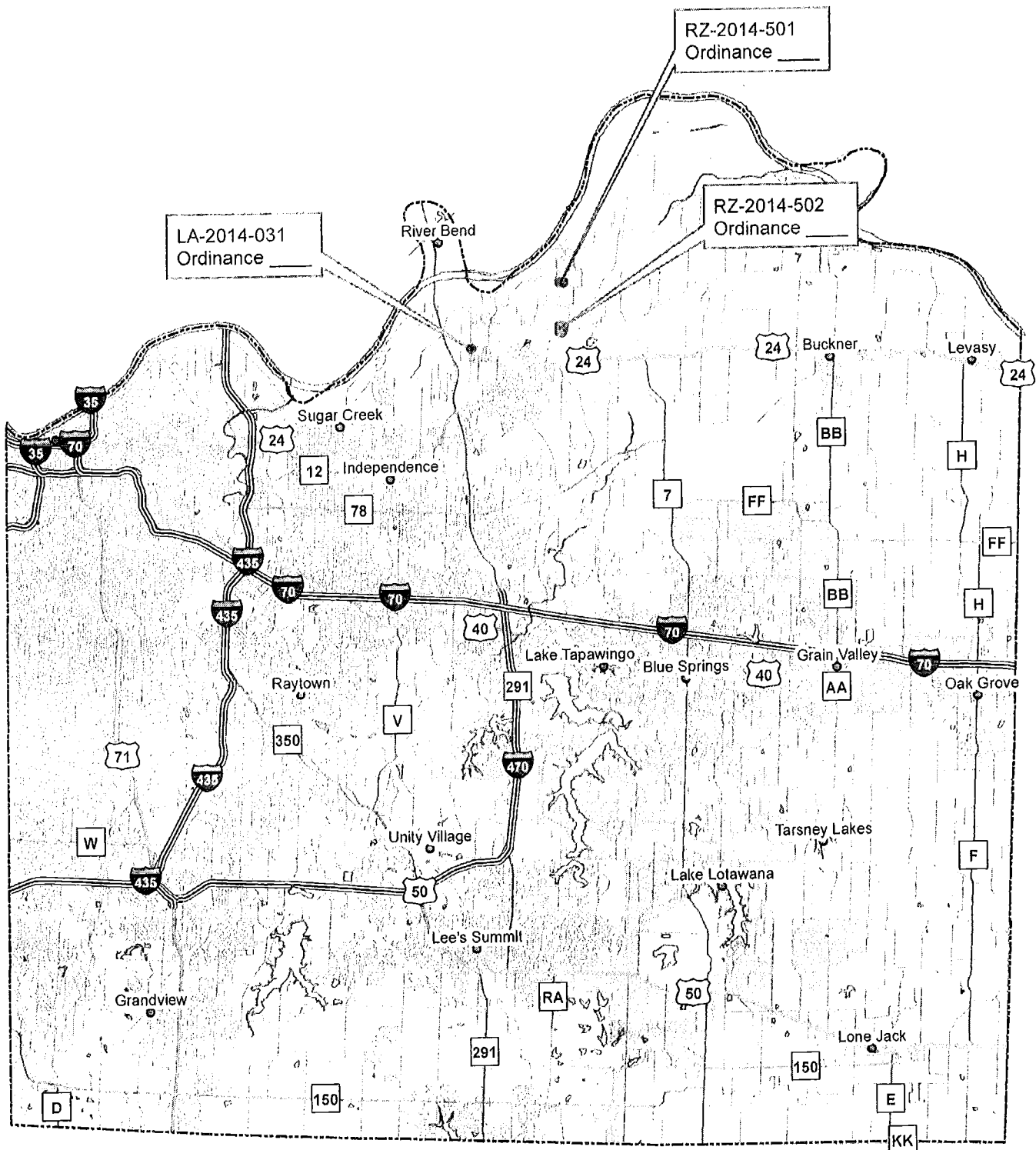
Roll Call vote taken.

Mr. Akins	Approve
Mrs. Query	Approve
Mr. Gibler	Approve
Mr. Pointer	Approve
Mr. Tarpley	Approve

Mr. Haley	Approve
Mr. Crawford	Approve
Mrs. Mershon	Approve
Chairman. Antey	Approve

**RZ-2014-502 APPROVED**

Jackson County Plan Commission  
January 16, 2014  
Agenda Location Map



STAFF REPORT

PLAN COMMISSION

January 16, 2014

RE: RZ-2014-502

**Applicant:** Bruce Schumacher and Aaron & Stephanie Kirk

**Location:** 2424 N. Old Atherton Road lying in Section 16, Township 50, Range 31, Jackson County, Missouri

**Area:** 9.38 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

**Purpose:** The 9.38 ± acres to be platted into proposed subdivision plat, Triple Oak Farms

**Current Land Use and Zoning in the Area:**

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To the West of the proposed request is Dog Gone Farms platted in 1989. To the Southeast is a 1 lot subdivision, Lawson Moore Estates, rezoned to District RE and platted in 2007. To the East is Sunny Oaks, platted in 1978 and 1980. Both of these subdivisions were created prior to the Unified Development Code (UDC) and are therefore considered as legal non-conforming, being within District AG (Agricultural). Further East is a 5.25 acre area rezoned in 1997 to District RE. This property has yet to be platted. To the South are 5 to 10 tracts with District AG. To the North is Timber Ridge Meadows, platted in 2008. This subdivision contains 8 lots ranging from 3 to 6 acres in size. These lots were rezoned to District RE. Within the interior of the subdivision there are 7 tracts, all 10 or more acres in size, all within District AG.

**Comments:**

As stated, the applicant wishes to plat the 9.38 acres into two lots. Lot 1 will consist of 4.38 acres and will contain the existing residence at 2424 N. Old Atherton Road. The remaining 5 acres will become Lot 2 as shown on the proposed plat.

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

**County Plan:**

The County Plan Development Diagram illustrates this area within the Suburban Development Tier (SDT). The RE (Residential Estates) District is appropriate in the Suburban Development Tier.

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2014-502

Respectfully submitted,  
Planning and Environmental Health Division

Randy Diehl  
Planning and Zoning Coordinator

Plan Commission  
January 16, 2014  
RZ-2014-502

**Applicants / Property Owners:**

10-700-04-05  
Bruce & Lisa Schumacher  
2424 N Old Atherton Road  
Independence, MO 64058

Aaron & Stephanie Kirk  
2419 N Old Atherton Road  
Independence, MO 64058

**Certified Mail – Return Receipt**  
**Property Owners within 300 feet**

10-700-04-48  
ACC&A Investments LLC  
923 NE Woods Chapel Rd ste 460  
Lees Summit, MO 64064

10-700-04-44  
Patricia Ann Hawkins  
20602 E Blue Mills Road  
Independence, MO 64058

10-700-04-41  
D Bruce & Teresa L Kidd  
20600 E Blue Mills Road  
Independence, MO 64058

10-700-01-21  
McBee Custom Homes LC  
3120 Juanita Dr  
Buckner, MO 64016

10-700-01-20  
McBee Custom Homes LC

10-700-04-20  
Rick D & Julie A Pearson  
2509 N Old Atherton Road  
Independence, MO 64058

10-700-04-39  
Troy A & Kendra L Pearson  
728 Mohican Drive  
Independence, MO 64056

10-700-04-21  
Troy A & Kendra L Pearson

10-700-04-40  
Robert P & Karen Schumacher  
2419 N Old Atherton Road  
Independence, MO 64058

10-700-04-43  
Yvonne L Smith  
20410 E Blue Mills Road  
Independence, MO 64058

10-700-04-42  
Yvonne L Smith

10-700-01-22  
Jason & Jodie Snodgrass  
2616 N Old Atherton Road  
Independence, MO 64058

10-700-04-22-01  
Betty & Fred Stewart-Trustees  
2517 N Old Atherton Road  
Independence, MO 64058

10-700-01-10  
Mary Wood & Lana Joan Egleston  
1120 S Logan St  
Independence, MO 64050

10-700-04-08  
Bruce & Lisa Schumacher





# Jackson County Zoning Map

## Legend

185' Notification Area

## Pending Rezoning

<all other values>

## Zoning

Residential Estates

## Rezoning

## Zoning

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

EX. 5

RZ-25014-502  
Ord

1 inch = 300 feet



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

---

**APPLICANT INFORMATION:**

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

**TO BE COMPLETED BY OFFICE PERSONNEL ONLY:**

Rezoning Case Number RZ- 2014- 502

Date filed \_\_\_\_\_ Date of hearing \_\_\_\_\_

Date advertised \_\_\_\_\_ Date property owners notified \_\_\_\_\_

Date signs posted \_\_\_\_\_

Hearings:    Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

                  Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

                  Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

---

**BEGIN APPLICATION HERE:**1. **Data on Applicant(s) and Owner(s):**

- a. Applicant(s) Name: AARON & STEPHANIE KIRK
- Address: 2419 N. OLD ATHERTON RD.
- INDEPENDENCE, MO. 64058
- Phone: 816-679-6702
- b. Owner(s) Name: BRUCE SCHUMACHER
- Address: 1904 N. BLUE MILLS RD. INDEPENDENCE, MO 64058
- Phone: 816-509-8211
- c. Agent(s) Name: BRANT LAOWIG, LADWIG & ASSOCIATES, LLC.

Address: 33604 E. 235<sup>th</sup> St. PLEASANT HILL, MO. 64080

Phone: 816-309-6621

- d. Applicant's interest in Property: FUTURE OWNER PROPOSED LOT 2, TRIPLE OAK FARMS
2. General location (Road Name) BLUE MILLS ROAD & OLD ATHERTON ROAD
3. Present Zoning AG Requested Zoning RE
4. AREA (sq. ft. / acres) 429,937.2 SF / 9.87 AC.
5. Legal Description of Property: (Write Below or Attached 9 )  
SEE ATTACHED
6. Present Use of Property: RESIDENTIAL
7. Proposed Use of Property: RESIDENTIAL
8. Proposed Time Schedule for Development: WITHIN 1 YEAR
9. What effect will your proposed development have on the surrounding properties?  
IT SHALL HAVE NO ADVERSE AFFECT ON THE SURROUNDING PROPERTIES
10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? NO
- If so, will any improvements be made to the property which will increase or decrease the elevation? ---
11. Describe the source/method which provides the following services, and what effect the development will have on same:
- a. Water CITY OF INDEPENDENCE
- b. Sewage disposal ON-SITE SEPTIC SYSTEM
- c. Electricity KANSAS CITY POWER & LIGHT
- d. Fire and Police protection FORT OSAGE
12. Describe existing road width and condition: EXISTING ROAD IS ASPHALT AND IS 22' WIDE

13. What effect will proposed development have on existing road and traffic conditions? THERE WILL BE NO ADVERSE AFFECT  
ON THE EXISTING ROAD.

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

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

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

**Signature**

Date \_\_\_\_\_

**Property Owner(s)**

**Applicant(s):**

**Contract Purchaser(s):**

STATE OF

COUNTY OF

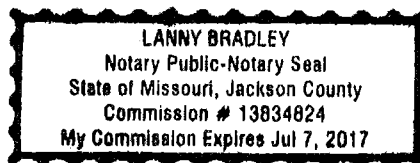
On this 16<sup>th</sup> day of DECEMBER, in the year of 2013, before me the undersigned notary public, personally appeared BRUCE SCHUMACHER,  
ARON KIRK & STEPHANIE KIRK

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

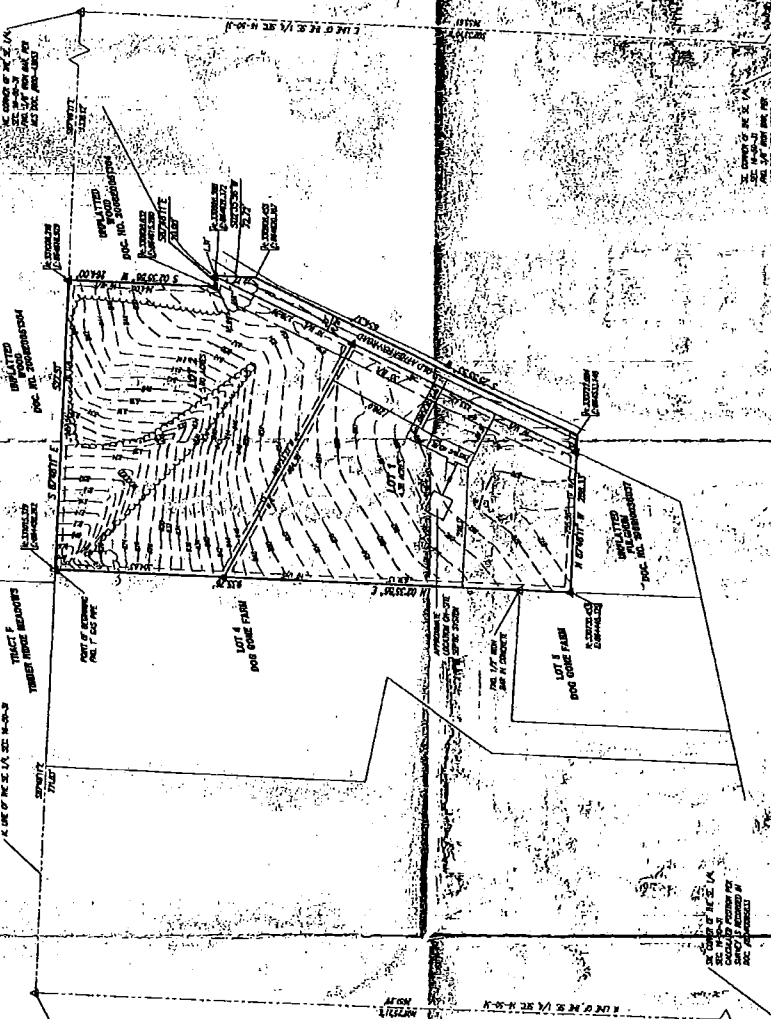
In witness whereof, I hereunto set my hand and official seal.

Notary Public

Commission Expires,



**PRELIMINARY PLAT**  
**TRIPLE OAK FARMS**  
PART OF THE SOUTHEAST 1/4, OF  
SECTION 16, TOWNSHIP 50, RANGE 31  
JACKSON COUNTY, MISSOURI



WILLIAMS 71051

**Abstract**

**527-776**

一、**總論**  
 二、**本國之經濟**  
 三、**外國之經濟**  
 四、**國際經濟**  
 五、**結論**

**1000 P.M.**

...and the ...

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**STATIONARY ENGINE, 2000**

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— (continued)

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**SPEECH INFORMATION**, June 1967.

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2002



Dr. George A. B. ...

**100% Satisfaction Guarantee**



Stacy Rosenberg



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

**AN ORDINANCE** vacating a portion of an unimproved right-of-way within the subdivision "Blue Skyline Acres."

**ORDINANCE NO. 4603**, February 3, 2014

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

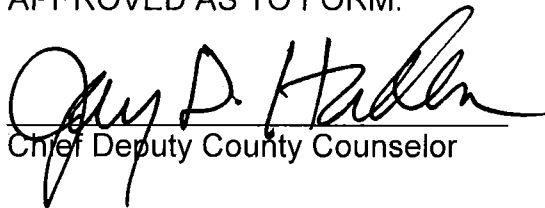
Section 1. Pursuant to the United Development Code of Jackson County, section 24003.24, Jackson County Code, 1984, a certain unimproved right-of-way within the subdivision "Blue Skyline Acres" is hereby vacated, said tract being specifically described as follows:

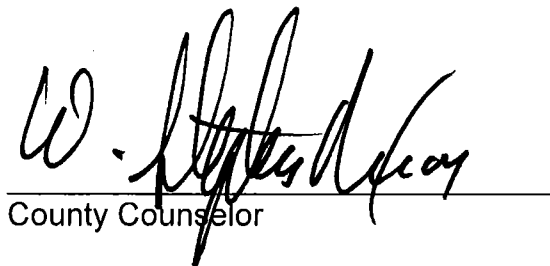
**Description:** Beginning at the southwest corner of lot 90, Blue Skyline Acres, a subdivision in Jackson County, Missouri, recorded as document 196210796857, thence East, along the South line of said lot 90, a distance of 210 feet to the Southeast corner of said lot; thence South 50 feet to the Northeast corner of lot 91, said subdivision; thence west, along the North line of said lot 91, a distance of 210 feet to the Northwest corner said lot 90; thence North 50 feet to the Southwest corner of said lot 90, said point being point of beginning.

Section 2. The Legislature, pursuant to the application of Kenneth and Mary Anderson and Tandra Williams (LA-2013-031), requesting the vacation embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 9 to 0 to recommend APPROVAL of this application at a public hearing on January 16, 2014, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached Ordinance, Ordinance No. 4603 introduced on February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4603.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4603

Sponsor(s): XXXXX

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Kenneth &amp; Mary Anderson and Tandra Williams - Case No. - LA-2014-031</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>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; 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><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):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577</p>										
REQUEST SUMMARY	<p>Requesting a vacation of a portion unimproved right of way (21<sup>st</sup> Street North) within Blue Skyline Acres, a subdivision in Jackson County, Missouri. Street was platted in 1962 and never built. The adjacent property owners are requesting it to be vacated as they both are maintaining the area within the right of way. The property location is in Hines Road and 21<sup>st</sup> Street North in Section 19, Township 50, Range 31, Jackson County, Missouri. and specifically described on Attachment to RLA-1.</p> <p>Staff recommends approval because this vacation is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements.</p> <p>The Jackson County Plan Commission voted 9 to 0 to recommend <u>APPROVAL</u> to the County Legislature.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>See Attachment to RLA-2</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 01/29/2014</td></tr> <tr> <td>Earl Newill, Acting Director <i>Earl Newill</i></td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date:</td></tr> <tr> <td>Division Manager: <i>[Signature]</i></td><td>Date: 1/29/14</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 01/29/2014	Earl Newill, Acting Director <i>Earl Newill</i>	Date:	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>[Signature]</i>	Date: 1/29/14	County Counselor's Office:	Date:
Department Director:	Date: 01/29/2014										
Earl Newill, Acting Director <i>Earl Newill</i>	Date:										
Finance (Budget Approval): <i>If applicable</i>	Date:										
Division Manager: <i>[Signature]</i>	Date: 1/29/14										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**ATTACHMENT TO RLA-2:**

Attachments

Plan Commission Public Hearing Summary from January 16, 2014  
Location Map  
Staff report  
Names/Addresses of surrounding property owners  
Maps showing current zoning districts in area  
Application  
Written request from adjacent property owners  
Plat of Blue Skyline Acres  
Photo of area

**ATTACHMENT TO RLA 1:**

**Description:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 90, BLUE SKYLINE ACRES, A SUBDIVISION IN JACKSON COUNTY, MISSOURI, RECORDED AS DOCUMENT 196210796857, THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 210 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 50 FEET TO THE NORTHEAST CORNER OF LOT 91, SAID SUBDIVISION; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 91, A DISTANCE OF 210 FEET TO THE NORTHWEST CORNER SAID LOT 90; THENCE NORTH 50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 90, SAID POINT BEING POINT OF BEGINNING.

## Jackson County Plan Commission Summary of Public Hearing

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LA-2014-031

**Applicant:** Kenneth & Mary Anderson and Tandra Williams

**Request:** Vacation of a portion of unimproved right of way (21<sup>st</sup> Street North) within Blue Skyline Acres.

**Location:** Said street lies between both of the applicants lots, lots 90 and 91, within said subdivision plat of Blue Skyline Acres.

**Area:** The dedicated right of way is 50 feet wide along Hines Road and runs 210 feet west to a point parallel to both the applicants' rear property lines.

**Review Criteria:**

Section 24003.24 of the Unified Development Code (UDC) establishes the purpose and process for the vacation of streets and reservations.

A public reservation is defined as a tract of public land or easement reserved for some special use, as for a road. An easement is a certain right to use the real property of another without possessing it.

If no private rights will be injured or endangered and the public will suffer no loss or inconvenience thereby, then all or a portion of any street or public reservation, including easements, may be vacated.

Applications for vacation of any street or a public reservation may be made by the County or by any owner of property on which the street or public reservation lies or adjoins.

Reversion of streets, alleys or other public reservations which have been vacated shall revert to the owners of adjoining properties.

**Comments:** This portion of 21<sup>st</sup> Street North was established by the subdivision plat, Blue Skyline Acres, Lots 52 to 99, recorded August 31, 1962. Prior to the Unified Development Code (UDC) being adopted in 1995, there were no regulations that required all proposed improvements, such as streets within subdivisions, to be constructed. The UDC requires that all improvements be constructed and approved prior to the recording of the subdivision plat.

To the West of the applicants' property is the Courtney Ridge Landfill. Access to the landfill is from Missouri Route 291. There is a buffer zone that the landfill owns that is between the landfill and the properties to the East.

## **Jackson County Plan Commission Summary of Public Hearing**

Staff contacted Missouri One Call to determine whether or not there were any utilities within said unimproved right of way. There are no utilities within said area to be vacated.

### **Recommendation:**

Staff recommends APPROVAL of LA-2014-031.

### **General Discussion:**

No questions for staff.

Applicants did not have any additional information.

Mr. Pointer asked if the applicants are maintaining the ROW currently. Mr. Anderson and Ms. Williams confirmed yes.

Mrs. Mershon made a motion to take LA-2014-031 under advisement. Mr. Akins seconded. Voice Vote. Approved 9-0.

LA-2014-031 was taken under advisement.

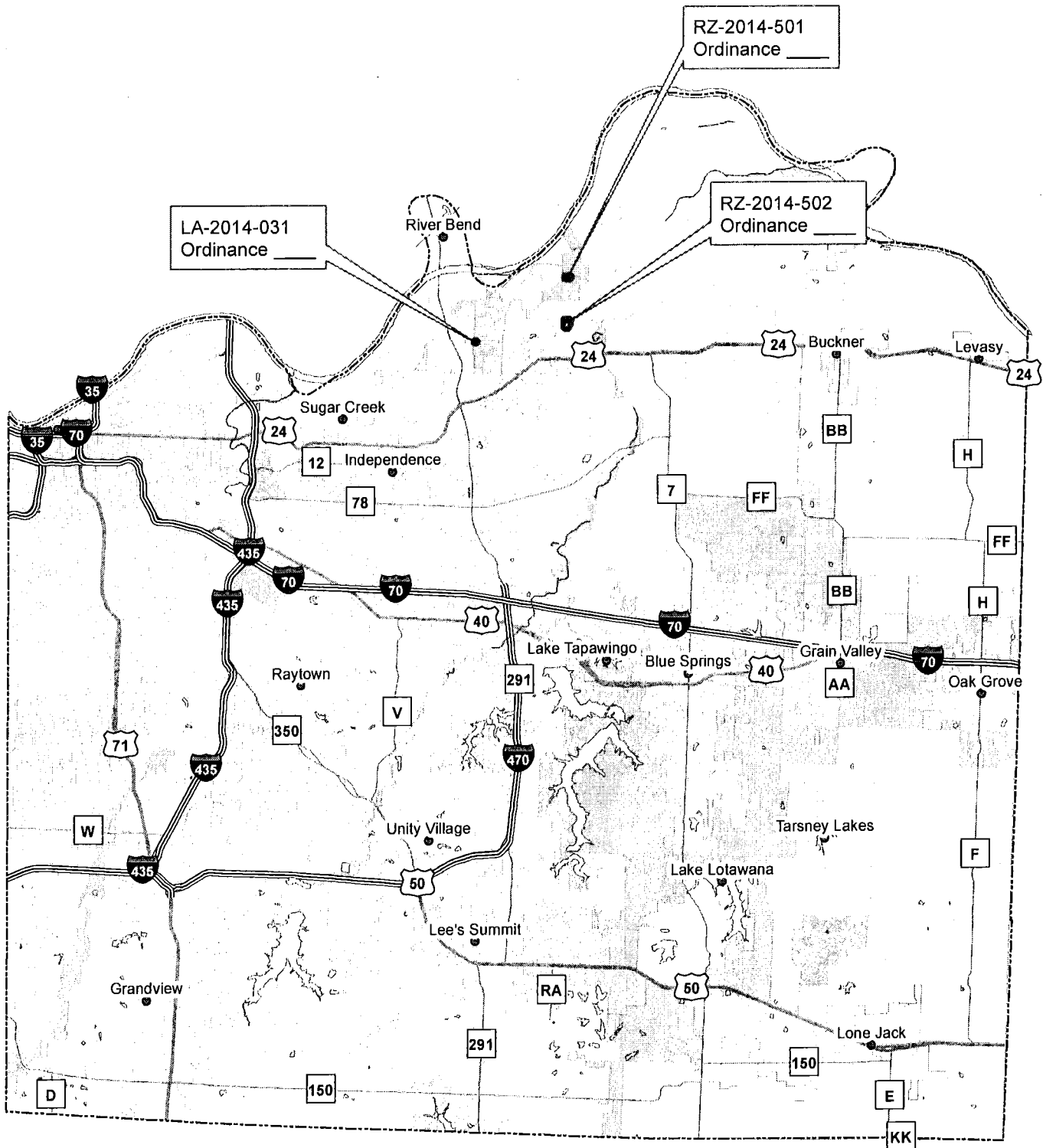
Mr. Crawford made motion to approve LA-2014-031, seconded by Mr. Tarpley.

Roll Call vote taken.

Mr. Akins	Approve	Mr. Haley	Approve
Mrs. Querry	Approve	Mr. Crawford	Approve
Mr. Gibler	Approve	Mrs. Mershon	Approve
Mr. Pointer	Approve	Chairman. Antey	Approve
Mr. Tarpley	Approve		

**LA-2014-031 APPROVED**

Jackson County Plan Commission  
January 16, 2014  
Agenda Location Map



**STAFF REPORT**

**PLAN COMMISSION**

January 16, 2014

RE: LA-2014-031

**Applicant:** Kenneth & Mary Anderson and Tambra Williams

**Request:** Vacation of a portion of unimproved right of way (21<sup>st</sup> Street North) within Blue Skyline Acres.

**Location:** Said street lies between both of the applicants lots, lots 90 and 91, within said subdivision plat of Blue Skyline Acres.

**Area:** The dedicated right of way is 50 feet wide along Hines Road and runs 210 feet west to a point parallel to both the applicants' rear property lines.

**Review Criteria:**

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A public reservation is defined as a tract of public land or easement reserved for some special use, as for a road. An easement is a certain right to use the real property of another without possessing it.

If no private rights will be injured or endangered and the public will suffer no loss or inconvenience thereby, then all or a portion of any street or public reservation, including easements, may be vacated.

Applications for vacation of any street or a public reservation may be made by the County or by any owner of property on which the street or public reservation lies or adjoins.

Reversion of streets, alleys or other public reservations which have been vacated shall revert to the owners of adjoining properties.

**Comments:** This portion of 21<sup>st</sup> Street North was established by the subdivision plat, Blue Skyline Acres, Lots 52 to 99, recorded August 31, 1962. Prior to the Unified Development Code (UDC) being adopted in 1995, there were no regulations that required all proposed improvements, such as streets within subdivisions, to be constructed. The UDC requires that all improvements be constructed and approved prior to the recording of the subdivision plat.



To the West of the applicants' property is the Courtney Ridge Landfill. Access to the landfill is from Missouri Route 291.

Staff contacted Missouri One Call to determine whether or not there were any utilities within said unimproved right of way. There are no utilities within said area to be vacated.

**Recommendation:**

Staff recommends APPROVAL of LA-2014-031.

Respectfully submitted,

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

Plan Commission  
January 16, 2014  
LA-2014-031

Applicants / Property Owners:

16-320-02-09  
Kenneth and Mary Anderson  
2100 N Hines Road  
Independence, MO 64058

16-320-02-08  
Tambra Williams  
2020 N Hines Road  
Independence, MO 64058

Certified Mail – Return Receipt  
Property Owners within 185 feet

16-320-01-10  
Juan P & Phyllis M Diaz  
16800 E 21<sup>st</sup> St N  
Independence, MO 64058

16-320-03-03  
Norman C Oxley  
2015 N Hines Road  
Independence, MO 64058

16-320-03-02  
Michele & Marla Frisby  
2019 N Hines Road  
Independence, MO 64058

16-320-01-17  
James D & Tracy A Myers  
2107 N Hines Road  
Independence, MO 64058

16-320-02-07  
Debra Erickson  
2014 N Hines Road  
Independence, MO 64058

16-320-02-16  
M Deloris Reed  
2110 N Hines Road  
Independence, MO 64058

16-320-02-32  
Courtney Ridge Landfill LLC  
PO Box 29246  
Phoenix, AZ 85038-9246

11-700-04-24  
Courtney Ridge Landfill LLC



# Jackson County Zoning Map

## Legend

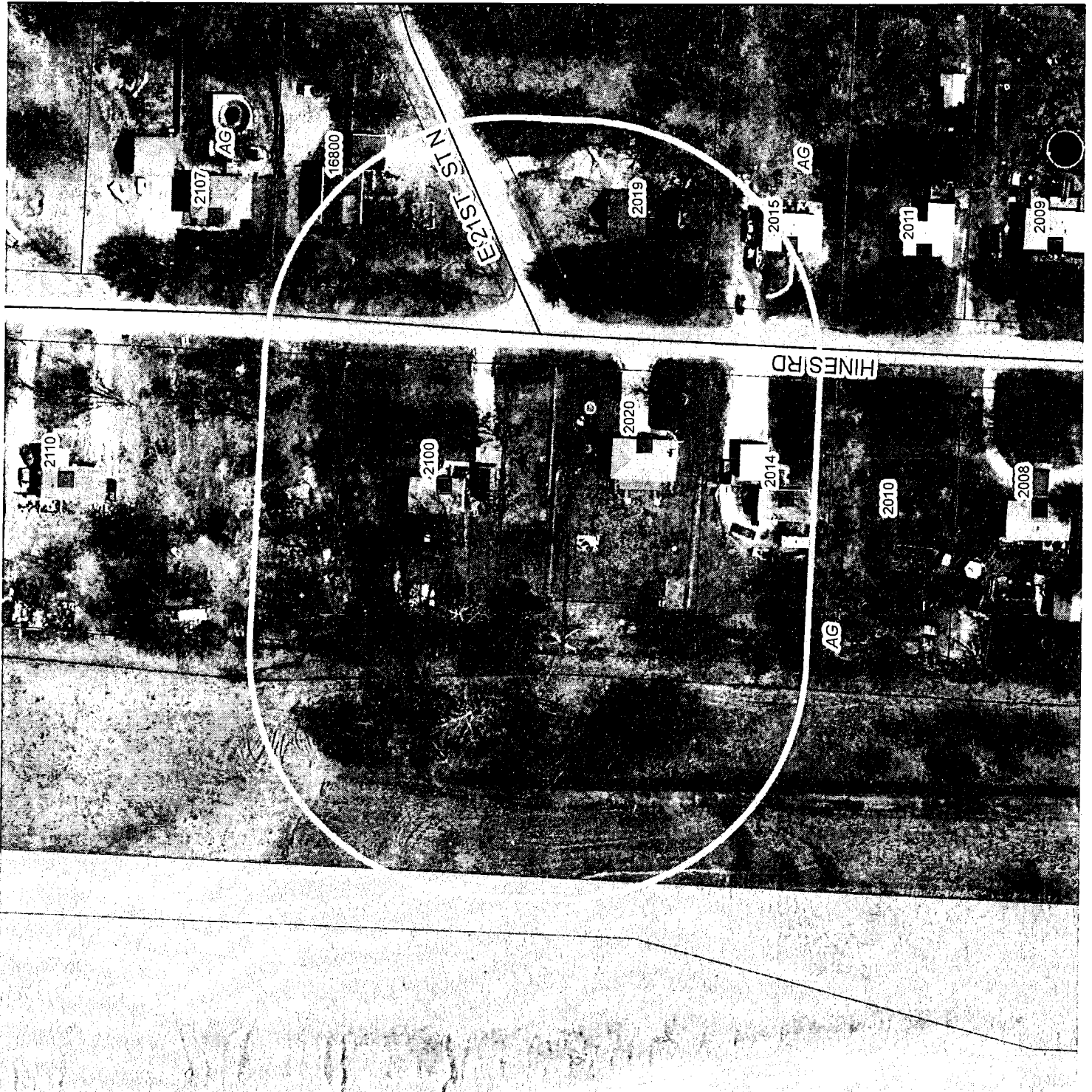
185' Notification Area

Legislative Action

EX. 5

LA-2014-031  
Ord

1 inch = 100 feet





Jackson County  
Zoning Map

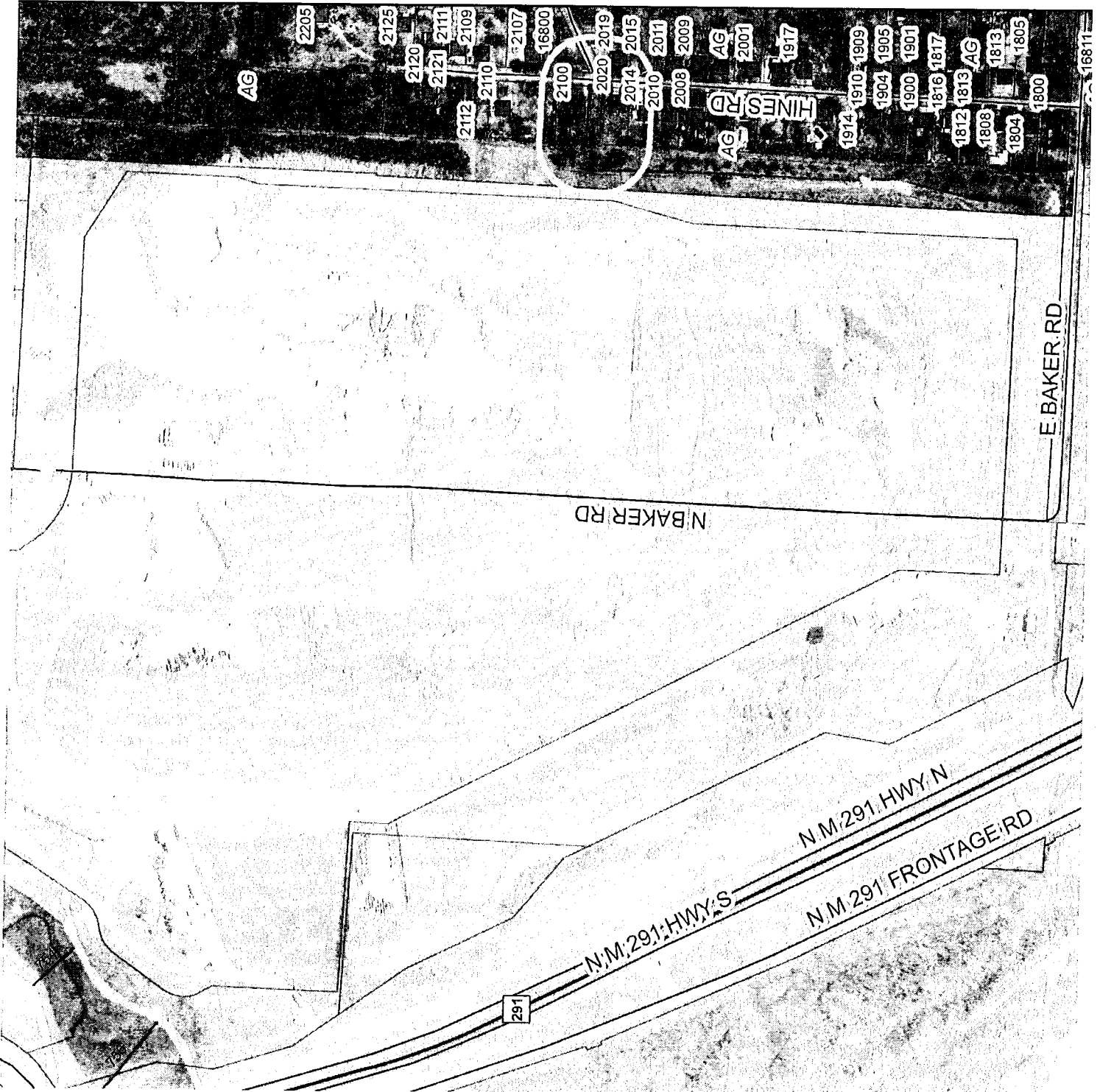
Legend

- 185' Notification Area
- Legislative Action

EX. 5

LA-2014-031  
Ord

1 inch = 500 feet



**JACKSON COUNTY, MISSOURI**  
**APPLICATION FOR RIGHT-OF-WAY AND EASEMENT VACATIONS**

Type of vacation (check one):

☐ Easement

☒ Street

☐ Road right-of-way

Applicant: Tambra Williams

Address: 2020 N. Hines Rd. Indep. Mo 64058

Phone: 816-703-8110

**APPLICANT INFORMATION:**

Application must be filed with the Jackson County Planning and Development Division, 303 West Walnut, Independence, Missouri 64050 by the date on the Plan Commission Calendar.

The following items need to be submitted with the application:

1. A letter to the Administrator of Planning and Development giving the reasons for the vacation request.
2. An accurate legal description of the easement, street or road right-of-way. This needs to be done by a Missouri Registered land surveyor who must sign and seal the legal description document.
3. One (1) copy, size 8 1/2 x 11, of a black and white map which shows the general location of the subject easement, street or road right-of-way.
4. Two (2) copies, (1 size 8 1/2 x 11, 1 copy size 22 x 33) of a black and white map which shows the subject easement, street or road right-of-way in detail.
5. The filing fee of \$250 (non-refundable), check payable to Manager of Finance.

Signature of individual submitting the vacation request:

Tambra Williams  
 (Signature)

10-9-13  
 (Date)

**TO BE COMPLETED BY OFFICE PERSONNEL ONLY:**

Vacation Case Number LA 2014-031

Date filed 10-18-13 Date of hearing 11-21-13 Date Advertised \_\_\_\_\_

Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

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

Signature

Date

Applicant(s):

Gambra Williams

10-9-13

Applicant(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERI A. GULICK  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires May 23, 2014  
Commission # 10878698

STATE OF Missouri  
COUNTY OF Jackson

On this 9<sup>th</sup> day of October, in the year of 2013, before me the undersigned notary public, personally appeared

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

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

Teri A. Gulick Commission Expires May 23, 2014  
Notary Public

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

Signature

Date

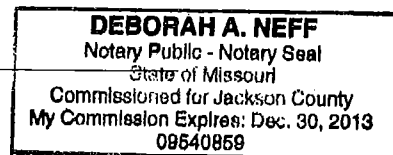
Applicant(s): Mary M Anderson 10/8/13

Applicant(s): Kenneth Anderson 10-8-13

STATE OF Missouri  
COUNTY OF Jackson

On this 8<sup>th</sup> day of Oct, in the year of 2013, before me the undersigned notary public, personally appeared  
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

Deborah A. Neff Commission Expires  
Notary Public



To Whom it May Concern,

We would like the property  
vacated to build a garage  
next to the house.

Mary Anderson  
Ken Anderson  
2100 N. Hines  
Independence MO  
64058



10-27-13

to whom it may concern.

We would like the property vacated  
to open the land

Gertrude Lombard Williams

2020 N. Hives Rd.

Indep. Mo. 64058

# BLUE SKYLINE ACRES

Lots 52 to 99 Inclusive

A tract of land located in Section 19, Township 50, Range 31, Jackson County, Missouri described follows: Beginning at the NW corner of the NE 1/4 of the NW 1/4 of Sec. 19-50-31; thence South along said NW 1/4 1756.33 ft., thence East and parallel to the East West center line of Sec. 19-50-31 710.0 ft. thence North 1756.33 ft. to a point on the North line of said Section 19, thence West along said North line 1756.33 ft. to point of beginning. The lands intended for sale are described by and as lots as set forth in this plat, the dimensions of which, town, thereon, that portion reserved for public use as roads, the extent and direction of which are shown on this plat, utility easements as shown are hereby dedicated to the public use forever.

In testimony whereof, We the undersigned owners of the above described property, have hereunto set our hand and seal, day of July, 1962.

John Carter, Jr.

Notary Public in and for Jackson County, Mo.

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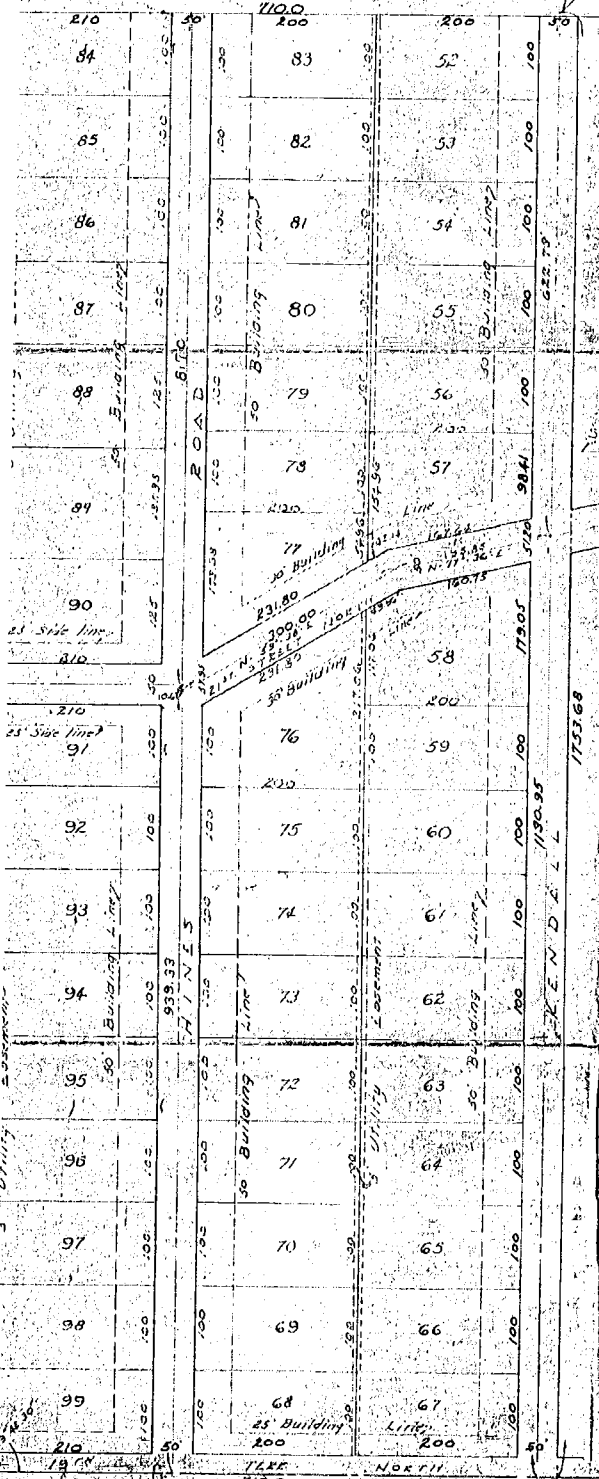
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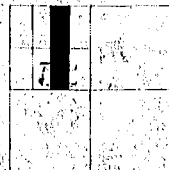
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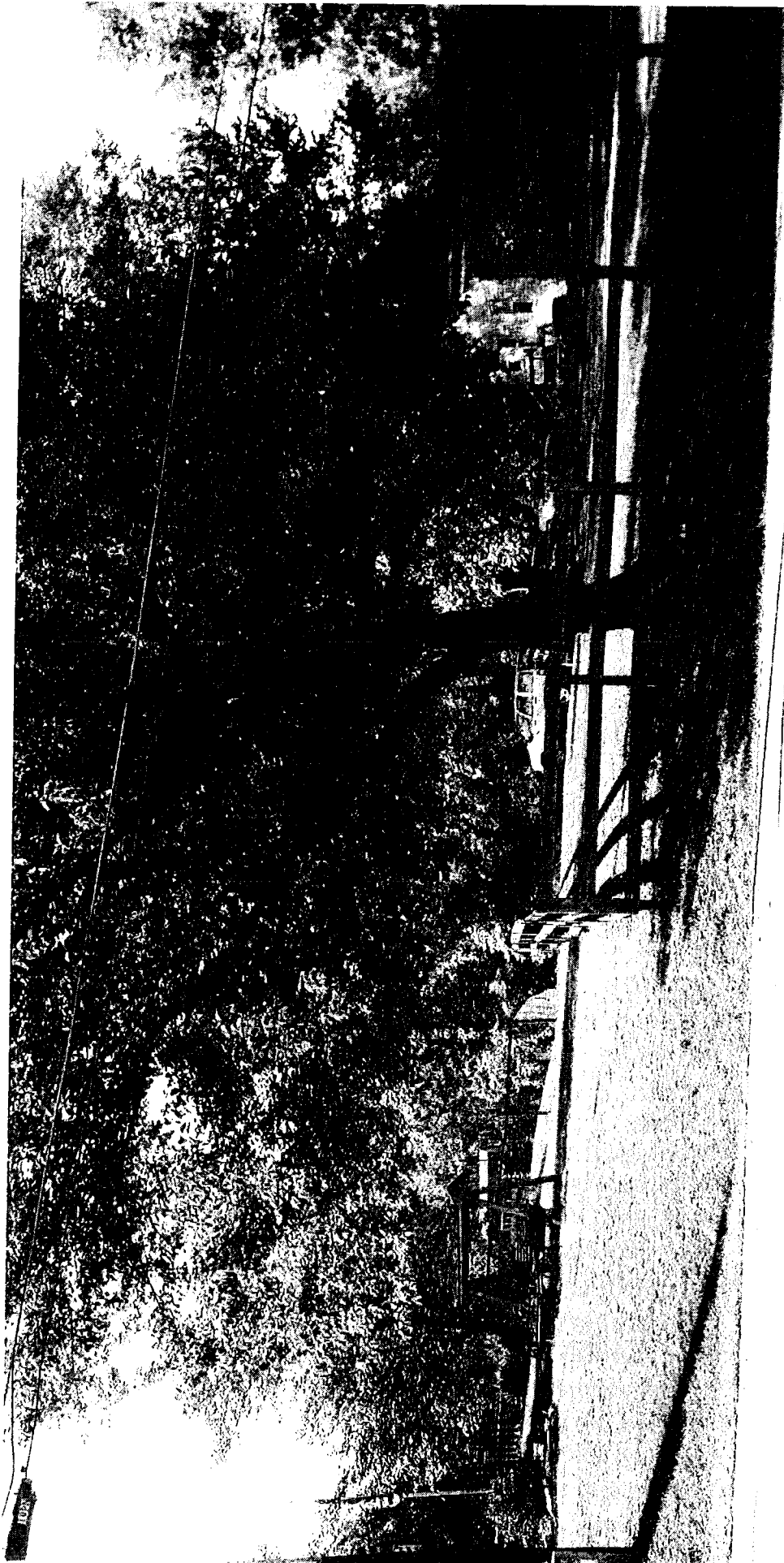
LOCATION  
Section 19-50-31

Surveyed & Plotted

By: *James E. Wright*  
METROPOLITAN SURVEY CO.  
5501-A Johnson Drive  
Mission, Kansas

Ord. 4603

EX 12



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

**A RESOLUTION** supporting the expansion of Medicaid in the State of Missouri to 138 percent of the federal poverty level, as permitted by the Affordable Care Act.

**RESOLUTION NO. 18378**, February 3, 2014

**INTRODUCED BY** Scott Burnett, Theresa Garza Ruiz, Crystal Williams, and  
Dennis Waits, County Legislators

WHEREAS, the expansion of Medicaid to provide medical insurance to the uninsured will save lives and should be a top priority in the State of Missouri; and,

WHEREAS, Medicaid expansion will enable working families to meet their health care needs in a difficult economy; and,

WHEREAS, Medicaid coverage for individuals dealing with mental illness will decrease tragic outcomes for individuals, families, and the community, such as emergency room visits, arrests, incarceration, and/or suicide; and,

WHEREAS, when adults have medical insurance, studies show that their children are three times more likely to be enrolled in a medical plan, receive regular checkups, and avoid financial distress from a medical emergency; and,

WHEREAS, expanding Medicaid will save and create thousands of jobs throughout Missouri and protect our hospitals from devastating funding cuts and layoffs; and,


WHEREAS, every human life is of value and deserves to have access to affordable health insurance; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature supports the expansion of Medicaid within the State of Missouri to 138 percent of the federal poverty level as permitted by the Affordable Care Act.

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. 18378 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the County Executive to execute Supplemental Agreement No. 1 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Secretary of the Army for the installation of a new wastewater treatment facility at the Fred Arbanas Golf Course.

**RESOLUTION NO. 18379**, February 3, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, on July 8, 1987, the Secretary of the Army, acting on behalf of the United States of America, did grant Lease No. DACW41-1-87-34, authorizing the use of Longview Lake for recreational purposes for a term of fifty years; and,

WHEREAS, by Resolution 18297, dated November 11, 2013, the Legislature did award a contract on Bid No. PW-05-2013 for the Fred Arbanas Golf Course Treatment Plant Replacement Project, No. 3170; and,

WHEREAS, the U.S. Secretary of the Army has now requested that the County execute Supplemental Agreement No. 1 to the Lease Agreement No. DACW41-1-87-34 to allow the removal of the existing wastewater treatment facility and installation of a new wastewater treatment facility on government-owned land; and,

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

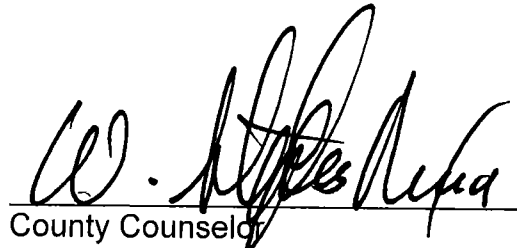
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute for the County the attached Supplemental Agreement No. 1 to the Longview Lake Lease No. DACW41-1-87-34.



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. 18379 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18379

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute Supplemental Agreement No. 1 to the Longview Lake Lease No. DACW41-1-87-34 for the installation of an upgraded wastewater treatment facility serving the Fred Arbanas Golf Course.</u></p>												
<p>BUDGET INFORMATION</p> <p><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>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT</td></tr> <tr> <td></td><td>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><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):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): <b>18297 – Approved awarding a contract on Bid No. PW 05-2013 to Hettinger Excavating LLC of Drexel, MO to install new wastewater treatment system.</b></p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Mark Trosen, Deputy Director of Park Operations; 503-4803</p>												
REQUEST SUMMARY	<p>The Corps of Engineers has requested that the County Executive execute the attached Supplemental Agreement No. 1 to Lease No. DACW41-1-87-34 for Longview Lake to allow the installation of a new wastewater treatment facility serving the Fred Arbanas Golf Course and the removal of the existing wastewater treatment facility on Government owned land.</p> <p>The County Legislature approved Resolution 18297 awarding a contract on Bid No. PW-05-2013 for the Fred Arbanas Golf Course Treatment Plant Replacement Project, No. 3170, to Hettinger Excavating, LLC, of Drexel, MO for \$74,000.</p> <p>The project is scheduled to commence on January 22, 2014 and be completed by February 28, 2014.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												

ATTACHMENTS	Supplement Agreement No. 1 to Lease No. DACW41-1-87-34 for Longview Lake, Certificate of Authority; Exhibit D	
REVIEW	Department Director: Michele Newman <i>Michele Newman</i>	Date: 1-22-14
	Finance (Budget Approval): If applicable <i>Alvin Ball N/A</i>	Date: 1-24-14
	Division Manager: <i>[Signature]</i>	Date: 1/30/14
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**SUPPLEMENTAL AGREEMENT NO. 1  
TO LEASE NO. DACW41-1-87-34  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
*Longview Lake  
Jackson County, Missouri***

**WHEREAS**, the Secretary of the Army, acting for and in behalf of the United State of America, as Secretary, did grant Lease No. DACW41-1-87-34 to the county of Jackson County, Missouri, for 4,620.00 acres of land and water, more or less, for public park and recreational purposes for a term of fifty (50) years beginning 8 July 1987 and ending 7 July 2036; and

**WHEREAS**, the lessee has requested to install an upgraded wastewater treatment facility serving Fred Arbanas Golf Course and remove the existing wastewater treatment facility; and

**WHEREAS**, it is considered beneficial to all parties to approve the modifications to Lease No. DACW41-1-87-34;

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the parties hereto, Lease No. DACW41-1-87-34 is hereby amended to install an upgraded wastewater treatment facility serving Fred Arbanas Golf Course and remove the existing wastewater treatment facility, as shown in Exhibit "D" to the leased area and the following particulars, but no others, effective upon date of execution of this supplemental agreement;

Exhibit "D" is added, which shows the location of the wastewater treatment facilities.

This Supplemental Agreement No. 1 to Lease No. DACW41-1-87-34 is not subject to Title 10, U.S.C., Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**KEVIN L. BISHOP**  
Real Estate Contracting Officer  
Real Estate Division

**THIS SUPPLEMENTAL AGREEMENT NO. 1 to Lease DACW41-1-87-34**, is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**JACKSON COUNTY, MISSOURI**

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

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

Title: \_\_\_\_\_

# CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_ (title) of  
**Jackson County, Missouri**, that \_\_\_\_\_ (signator of outgrant) who signed the  
foregoing instrument on behalf of the grantee was then \_\_\_\_\_ (title of signator of outgrant)  
of **Jackson County, Missouri**. I further certify that the said officer was acting within the scope of  
powers delegated to this governing body of the grantee in executing said instrument.

**JACKSON COUNTY, MISSOURI**

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

\_\_\_\_\_  
Clerk or Appropriate Official

(AFFIX SEAL)

Map Number:

Golf Course

Res. 18379



Aug 28th, 2013

Legend

- BlockArrow
- DimensionArrow
- DimensionTic
- LotArrow
- LotTic
- MapBlockIndicator
- ParcelArrow
- City Boundaries

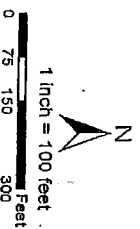
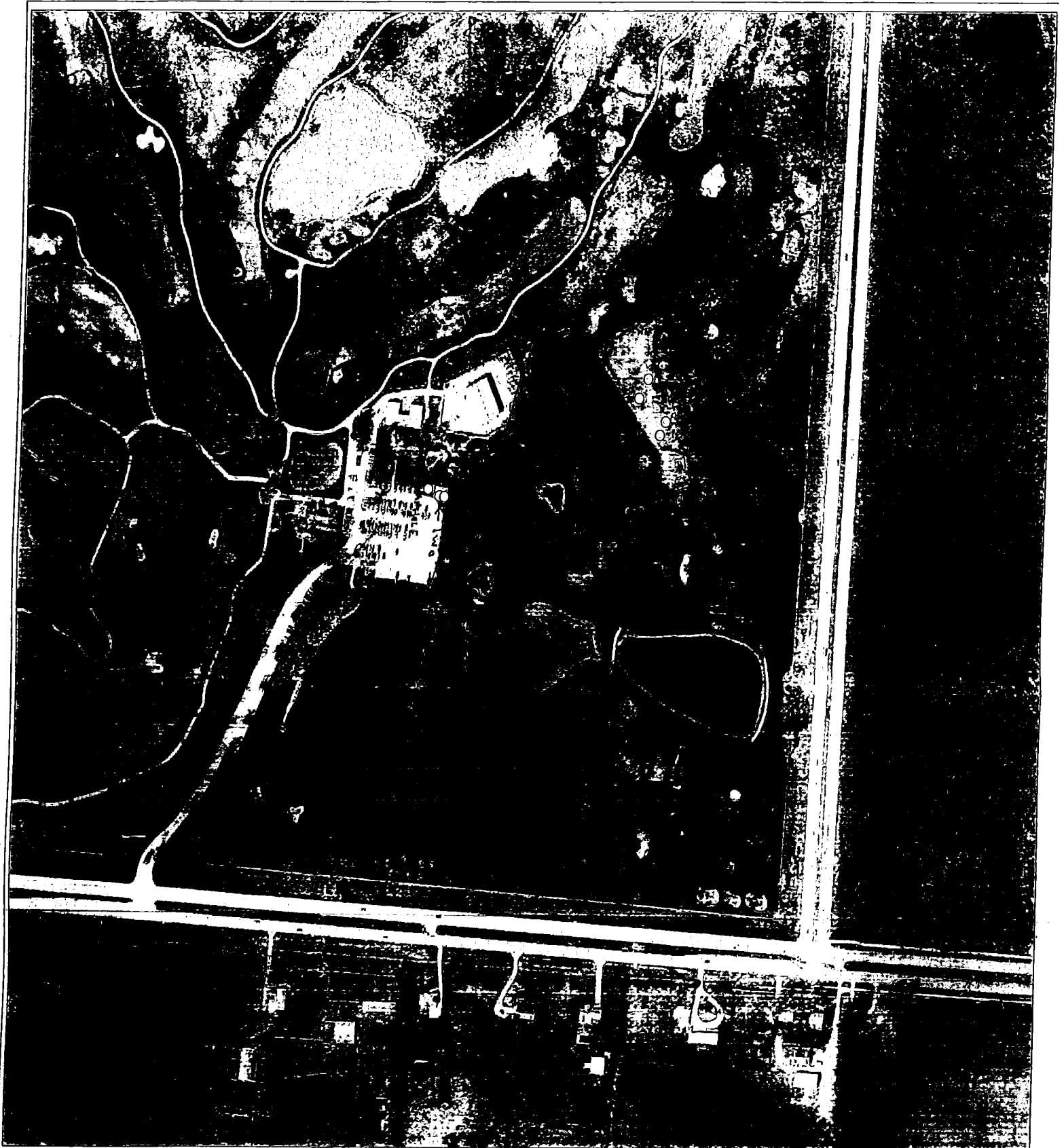


EXHIBIT "D"



DISCLAIMER: THESE PARCELS ARE UNOFFICIAL. They are used by the Assessor's Office to show the location of parcels. They are not intended to be used for legal purposes. The Assessor's Office is not responsible for any errors or omissions in this map. The Assessor's Office is not responsible for any errors or omissions in this map. The Assessor's Office is not responsible for any errors or omissions in this map.

# DRAWING MODIFIED BY JCPW

Res. 18379

DETAILS FOR SEWAGE  
DISPOSAL SYSTEM

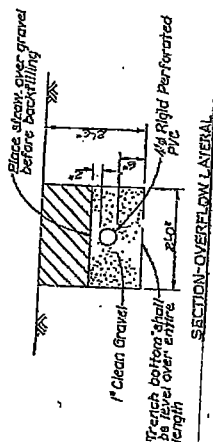
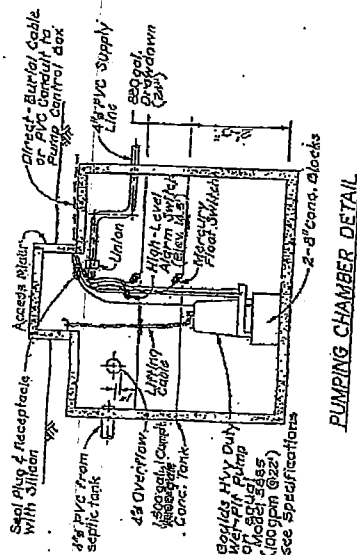
FRED ARBANA'S GOLF COURSE  
WASTEWATER TREATMENT PLANT  
REPLACEMENT  
1100 VIEW HIGH DRIVE  
KANSAS CITY, MISSOURI 64134

JACKSON COUNTY, MISSOURI  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
303 W. WALNUT  
INDEPENDENCE, MO. 64050  
PROJECT NUMBER: 010001-0001  
DATE: 10/2/2013  
SCALE: See graphic scale  
DESIGNED BY: JCPW  
CHECKED BY: JCPW  
DRAWING: C-2  
SHEET: 2 of 2

## Notes:

1. Installer shall be certified in the State of Missouri.
2. Existing utility crossings shall be coordinated with Owner's maintenance personnel.
3. Following installation of laterals, Contractor shall grade field smooth. Owner will provide access to all areas disturbed by construction. See Technical Specifications for Revisions.
4. Existing treatment plant shall remain in service until new system is completed. At that time, existing treatment plant shall be dismantled and pumping stations, treatment units and pumping stations shall be dismantled with tanks pumped out. All water, equipment and area graded smooth. All water, equipment and area shall be properly disposed of off the project. See Technical Specifications for Revisions.
5. Test Hole No. 5 was dug to elevation 14.5'. No indication of high water table.
6. Contractor shall consult Project Specifications for construction procedures, restrictions and scheduling.
7. All underground structures shall be concrete.
8. See Appendix for existing utility locations.

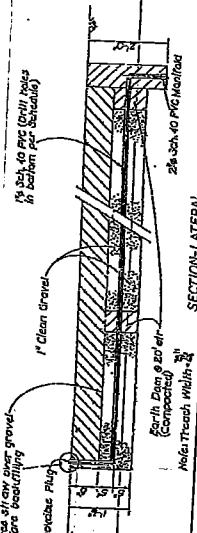
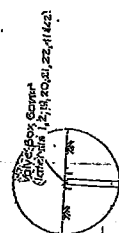
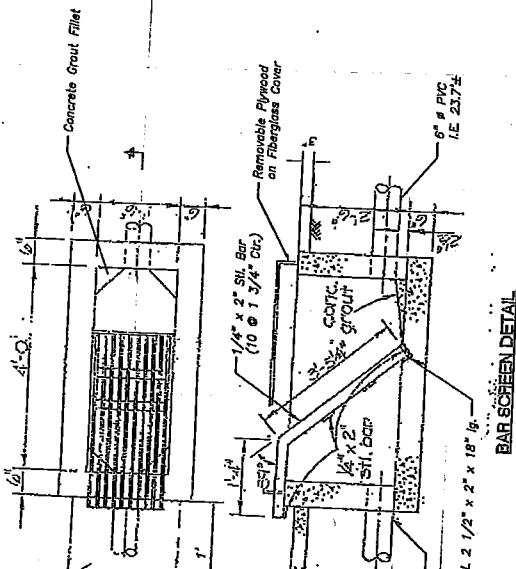
EXHIBIT "D"



## LATERAL SCHEDULE

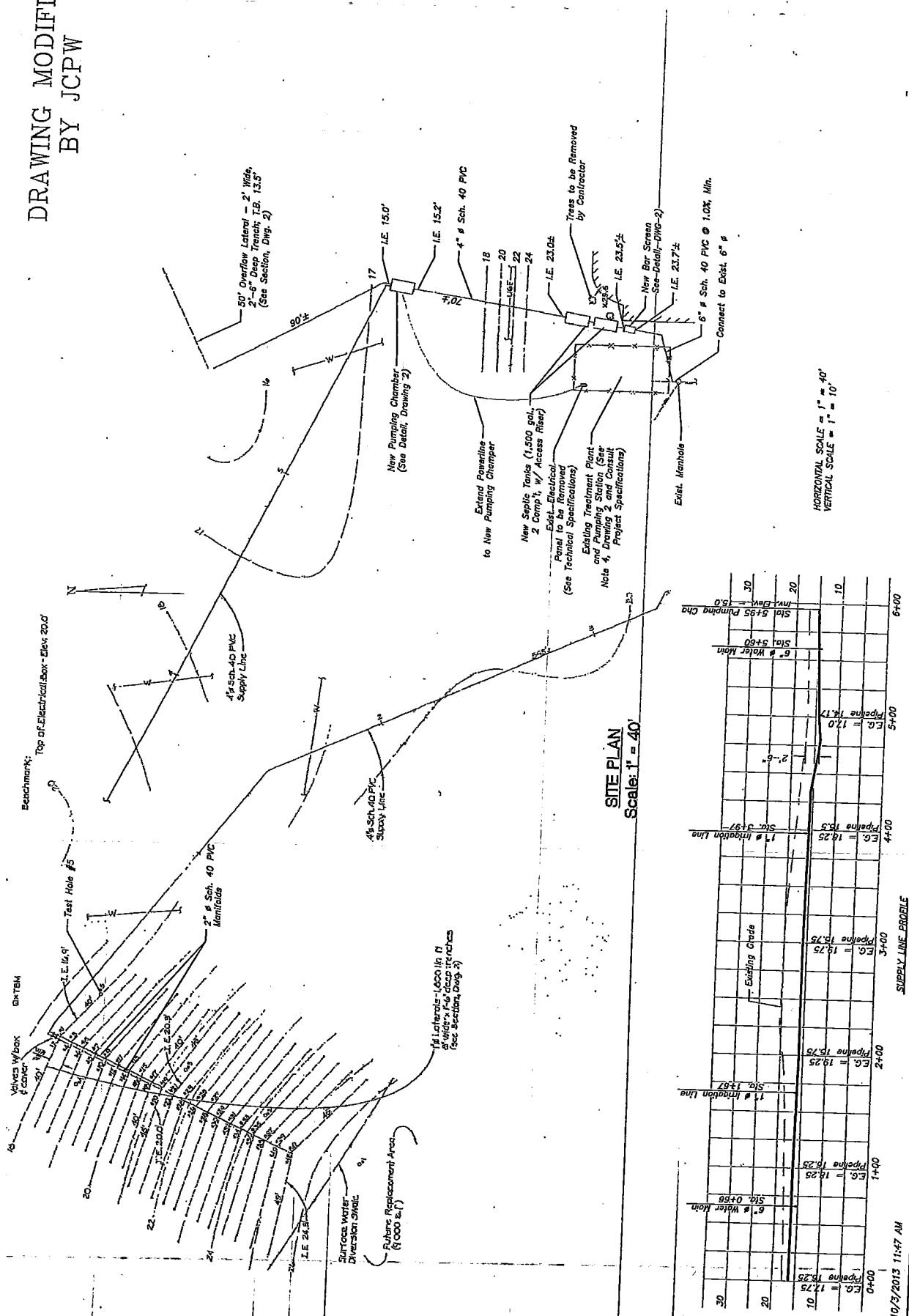
Lateral No.	No. of Holes	Hole Size	Hole Spacing*
1-4	6	1 1/8"	7'-0"
5-10	7	1 1/8"	7'-0"
11-12	8	1 1/8"	5'-0"
13-14	9	1 1/8"	4'-5"
15-16	10	1 1/8"	3'-11"
17-18	11	1 1/8"	3'-6"
19-20	13	1 1/8"	3'-4"
21-26	6	1 1/8"	8'-0"
27-30	7	1 1/8"	6'-8"
31-32	8	1 1/8"	5'-9"
33-36	9	1 1/8"	5'-0"
37-38	10	1 1/8"	4'-6"
39-40	12	1 1/8"	3'-8"
41-42	14	1 1/8"	3'-1"

\* First hole 2' from manifold;  
last hole 2' to 3' from end.



10/2/2013 1:26 PM





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

**AN RESOLUTION** transferring \$3,600.00 within the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute a Cooperative Agreement with Andre Carson of Grandview, MO, for the Prosecuting Attorney's Office's Re-Entry Pilot Program, at a cost to the County not to exceed \$3,600.00.

**RESOLUTION NO. 18380**, February 3, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the Prosecutor's Office recommends a Cooperative Agreement with Andre Carson of Grandview, MO, to serve as the Client Advocate for the Re-Entry Pilot Program, at a cost to the County not to exceed \$3,600.00; and,

WHEREAS, the Client Advocate will serve as a support system for ex-offenders transitioning from prison back into the community and will work to ensure that the clients succeed and graduate from the Re-Entry Pilot Program; and,

WHEREAS, a transfer is necessary to place the necessary funds in the proper spending account; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2014 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund			
Prosecutor Community Crime/Drug Prevention			
008-4156	56080 – Other Professional Svcs	\$3,600	
008-4156	56790 – Other Contractual		\$3,600

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute a Cooperative Agreement with Andre Carson at a cost to the County not to exceed \$3,600.00, in a form to be approved by the County Counselor; 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:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18380 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 4156 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecutor's Community Crime/Drug Prevention  
Other Professional Services  
NOT TO EXCEED: \$3,600.00

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

ACCOUNT NUMBER: 008 4156 56790  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecutor's Community Crime/Drug Prevention  
Other Contractual Services  
NOT TO EXCEED: \$3,600.00

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18380

Sponsor(s): Dan Tarwater

Date: February 3, 2014

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Resolution transferring funds and authorizing the County Executive to enter into an Agreement with Andre Carson.</u></p>														
<p>BUDGET INFORMATION</p> <p><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>\$3600.00</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>3600 \$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>3600 \$</td></tr> <tr> <td>Source of funding (name of fund) and account code number;</td><td></td></tr> <tr> <td>FROM 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56080 – Other Professional Services</td><td>FROM ACCT 008-4156-56080 \$3600.00</td></tr> <tr> <td>TO 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56790 – Other Contractual Services</td><td>TO ACCT 008-4156-56790 \$3600.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$3600.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	3600 \$	Amount budgeted for this item * (including transfers):	3600 \$	Source of funding (name of fund) and account code number;		FROM 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56080 – Other Professional Services	FROM ACCT 008-4156-56080 \$3600.00	TO 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56790 – Other Contractual Services	TO ACCT 008-4156-56790 \$3600.00
Amount authorized by this legislation this fiscal year:	\$3600.00														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	3600 \$														
Amount budgeted for this item * (including transfers):	3600 \$														
Source of funding (name of fund) and account code number;															
FROM 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56080 – Other Professional Services	FROM ACCT 008-4156-56080 \$3600.00														
TO 008 – Anti Drug Sales Tax Fund; 4156 – Prosecutor Community Crime/Drug Prevention; 56790 – Other Contractual Services	TO ACCT 008-4156-56790 \$3600.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18073 2/13</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Jean Peters Baker, 1/21/14</p>														
REQUEST SUMMARY	<p>Resolution requesting transfer of funds within the 2014 Anti Drug Sales Tax Fund – Prosecuting Comm/Crime/Drug Prevention Fund and authorizing the County Executive to enter into an agreement with Andre Carson, 13620 Lowell Ave, Grandview, Missouri 64030. Mr. Carson will serve as the Client Advocate for the Jackson County Re-Entry Pilot Program. He will continue to work with the remaining participants of the program.</p> <p>Term of the agreement is 1/1/14 through 12/31/14. Monthly payments.</p> <p>Please transfer \$3600.00 from 008-4156-56080 into 008-4156-56790.</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: 1-21-14
	Finance (Budget Approval): If applicable <i>Alvarado Ball</i>	Date: 1-22-14
	Division Manager: <i>[Signature]</i>	Date: 1/23/14
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-4156-56080	Anti Drug Sales Tax - Pros Comm/Crim/Prevention Fund Other Professional Services	\$3600.00

- ☐ 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.

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

RES # 18380

Alborah S Ball 1-22-14  
Budgeting

Andre Carson  
13620 Lowell Avenue  
Grandview, MO 64030

ReEntry Program  
Budget Proposal  
\$3600.00  
January 2014 – December 2014

As a ReEntry Client Advocate I will be providing the following services:

- Intake and assessments of clients making parole into the ReEntry program
- Make prison visits with Probation & Parole to make initial contact with clients
- Connecting clients with resources that will assist them in maintaining a successful parole
- Collaborate with other agencies on behalf of clients
- Collaborate with departments within Re Entry Program on behalf of clients
- Provide clients an example of what success after incarceration looks like
- Assist clients with furthering their education
- Assist clients in enhancing job skills
- Make home visits with parole officers for annual Call-in's



ANDRE CARSON  
492-70-7207  
13620 Lowell Ave.  
Grandview MO 64030  
Home (816)437-9114 Cell (816)547-4579  
Acarson816@yahoo.com

## **OBJECTIVE**

Re-Entry Advocate

## **QUALIFICATION AND SKILLS**

I am comfortable with starting and completing task on my own. I have attended speaking engagements alone and in groups. I have over 10 years working as a volunteer with At Risk Population. I am Proficient in power point presentations.

## **WORK**

Jackson County Prosecutors Office – *Parole Re-Entry / Client Advocate*  
2012- Present

As Re-Entry Advocate, I am responsible for the intake and assessments of clients coming into the program. Work closely with Probations & Parole to make initial contact with potential clients while still incarcerated. Collaborate with Probation & Parole to select potential clients for the Re-entry Program. I am responsible for connecting clients to resources needed for them to maintain a successful parole. Collaborate with other organizations that will help further the success of Re-entry clients.

LSI International / Dedicated Distribution- *Shipping supervisor / Purchasing Agent*  
2005-2012

Associated Wholesale Groceries - *Order filler / forklift operator*  
2003-2005

## **EDUCATION**

UMKC- Kansas City, MO  
Master's of Social Work  
Fall 2009 - Present

Ottawa University, Overland Park, KS  
B.A. in Business Management  
Minor in psychology  
August 2006- March 2009

University of Phoenix- Kansas City, MO  
General Education  
Spring 2005

Moberly Area Community College  
General Education  
1991-94

## **PERSONAL**

- 1998 - 2008 Member of the Stop Violence Coalition.
- 1999 – 2002 Voted in as Facilitator of the Reaching Out From Within Chapter.
- 1998 – 2002 Helped coordinate several fund raisers for local Homeless and Battered Women shelters.
- 1998 – 1999 Coordinated speaking engagements for Stop Violence Members. Train potential speakers.
- 1998 – 2010 Attend speaking engagements for At Risk Teens
- 2008 – 2010 Member of the Reaching Out From Within
- 2010 – 2011 Internship at the Gillis House

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

**A RESOLUTION** awarding a twelve-month term and supply contract for the furnishing of softball umpire services for use by the Parks + Rec Department to Eastern Jackson County USSSA Umpire Association of Independence, MO, as a sole source purchase.

**RESOLUTION NO. 18381**, February 3, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items or services to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a twelve-month term and supply contract with Eastern Jackson County USSSA Umpire Association of Independence, MO, for the furnishing of softball umpire services for use by the Parks + Rec Department; and,

WHEREAS, the Director further recommends that he not take competitive bids with regard to said contract for the reason that Eastern Jackson County USSSA Umpire Association of Independence, MO, is the only supplier of softball umpire services serving the eastern Jackson County area meeting the County's requirements; 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 to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18381 of January 27, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18381

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Three Twelve Month Extensions for the furnishing of Softball League Officials for the Parks and Recreation Department to Eastern Jackson County USSSA Umpire Associate of Independence, Missouri as a Sole Source.</u></p>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; 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><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$80,000.00</p> <p>Requesting approval by the Legislature of the Term &amp; Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$85,000.00 Prior Year Actual Amount Spent (if applicable): \$80,000.00</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18068, February 4, 2013</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>											
REQUEST SUMMARY	<p>The Jackson County Parks and Recreation Department requires a Term and Supply Contract for the furnishing of Softball League Officials for the 2012 Softball Leagues.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Three Twelve Month Extensions for the furnishing of Softball League Officials for the Parks and Recreation Department to Eastern Jackson County USSSA Umpire Association of Independence, Missouri as a Sole Source.</p> <p>This award is made on an "As Needed" basis and does no obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>											
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
ATTACHMENTS	<p>Sole Source Memorandum from Ms. Tina Spallo, Parks and Recreation Department</p>											

REVIEW	Department Director:	Date:
	Finance (Budget Approval):	Date:
	If applicable	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**JACKSON COUNTY  
Parks + Rec**

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

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

To: Cassandra Cheek, Purchasing

From: Tina Spallo, Supt of Recreation

Re: Eastern Jackson County USSSA Umpire Association as a Sole Source for Softball League Officiating in 2014

Date: January 2, 2014

Cassandra,

Jackson County Parks + Rec is submitting that the Eastern Jackson County USSSA Umpire Association be considered a sole source for Softball League Officials for JCP+R Softball Leagues in 2014. Eastern Jackson County USSSA Umpire association has been the lone organization in the metropolitan area in recent years to bid on providing experienced, quality umpires for our softball leagues and tournaments. JCP+R has been using the Eastern Jackson County USSSA Umpire Association services for more than ten-years. Their service has been commendable both to the Department and to our patrons.

JCP+R is also submitting that \$80,000 has been budgeted in account 300-1654-56792 in 2013, for payment to the Eastern Jackson County USSSA Umpire Association for softball officials.

The contact for the Eastern Jackson County USSSA Umpire Association (Vendor Code EJC100021) is:

Kurt Morrison  
1826 S Vassar Ave  
Independence, MO 64052

Home (816) 743-9662  
Cell (816) 729-3567

Thank you,

A handwritten signature in black ink, appearing to read 'Spallo', with a stylized flourish at the end.

Tina Spallo  
Supt. of Recreation  
Jackson County Parks + Rec



Michael D. Sanders, County Executive



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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with Natalie Collar of Kansas City, MO, to serve as an artist-mentor for the MyARTS Program, at an actual cost to the County not to exceed \$26,000.00.

**RESOLUTION NO. 18382**, February 3, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney recommends the execution of a Cooperative Agreement with Natalie Collar of Kansas City (Jackson County), MO, to serve as an artist-mentor for the MyARTS Program, at a cost to the County not to exceed \$26,000.00; and,

WHEREAS, the MyARTS program exposes high risk youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid, part-time entrepreneurship position; and,

WHEREAS, the artist-mentor will provide training through the MyARTS apprenticeship program in the areas of entrepreneurship, business law, accounting, sales, promotions/marketing, and research; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, MO, that the County Executive be and hereby is authorized to execute an agreement with Natalie Collar of Kansas City, MO, at an actual cost to the County not to exceed \$26,000.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18382 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 4156 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Community Crime/Drug Prevention Program  
Other Professional Services  
NOT TO EXCEED: \$26,000.00

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18382

Sponsor(s): Dan Tarwater

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a Resolution authorizing the County Executive to enter into an Agreement with Natalie Collar in the amount of \$26,000.00.</u></p>										
<p>BUDGET INFORMATION</p> <p><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>\$26,000</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>\$26,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>26,000 \$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080</td><td>FROM ACCT \$26,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$26,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$26,000	Amount budgeted for this item * (including transfers):	26,000 \$	Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	FROM ACCT \$26,000
Amount authorized by this legislation this fiscal year:	\$26,000										
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Amount budgeted for this item * (including transfers):	26,000 \$										
Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	FROM ACCT \$26,000										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18086 1/13</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Jean Peters Baker 1/21/14</p>										

REQUEST SUMMARY	<p>Resolution authorizing the County Executive to enter into an agreement in the amount of \$26,000 with Natalie Collar, 1409 West 11<sup>th</sup> Street, Kansas City, Missouri 64101. Ms. Collar will be an Artist Mentor for the MyARTS Program.</p> <p>MyARTS is a COMBAT initiated drug prevention program addressing the needs of "high risk youth". This program will expose youth to a variety of possible work opportunities through a 72 hour apprenticeship, followed by a paid part time entrepreneurship position. The apprenticeship/leadership program will place Metropolitan teens in small groups with professional urban artist/designers and young artist mentors to design, create and sell art products. With fully equipped, staffed studios, MyARTS will conduct business management training beyond the creative aspect of the program to produce productive, highly skilled, and dependable young artist and technicians. The training areas will include: Entrepreneurialism, business law, accounting, selling, promotions/marketing, and research. MyARTS is funded by the Department of Public Safety, City of Kansas City and COMBAT.</p> <p>Term of the Agreement is January 1, 2014 through December 31, 2014.</p> <p>Funds should be allocated from 008-4156-56080. Monthly payments.</p>		
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
ATTACHMENTS	Proposal, budget		
REVIEW	Department Director: <i>Jean Peters Baker</i> Finance (Budget Approval): <i>If applicable Alboran S Ball</i> Division Manager: <i>[Signature]</i> County Counselor's Office:		Date: <i>1-24-14</i> Date: <i>1-22-14</i> Date: <i>1/23/14</i> Date:

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

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-4156-56080	Anti-Drug Sales Tax Fund – Drug Prevention: Oth Professional Serv	\$26,000

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

**This expenditure was included in the Annual Budget.**

RES # 18382

Deborah L. Ball 1-22-14  
Budgeting

## **MyARTS (Metropolitan Youth Arts & Technology for Students)**

The MyARTS Program will expose youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid part time entrepreneurship position. The apprenticeship / leadership program will place Metropolitan teens in small groups with professional urban artist / designers and young artist mentors to design, create and sell art products. With fully equipped, staffed studios, MyARTS will conduct business management training, beyond the creative aspect of the program to produce productive, highly skilled, and dependable young artist and technicians. The training areas will include: entrepreneurialism, business law, accounting, selling, promotions / marketing, and research.

### **Natale Collar**

JOB TITLE: Screen printing Artist Mentor

DATES OF EMPLOYMENT: January 1, 2014 through December 31, 2014

**BUDGET: \$20 per hour**

**Not to exceed 25 hours a week**

DESCRIPTION: Part-time teaching / mentor position

Exciting new art entrepreneurial concept developing in the Crossroads Arts District for aspiring young artists. Art studios include: visual (painting), textiles, photography, sculpture, ceramics and graphic design.

### **RESPONSIBILITIES:**

- Artist Mentors will be responsible for their studios at all times.
- Plan and facilitate projects within the screen printing studio.
- Artist Mentors and Apprentices will collaborative on creative projects, some specifically commissioned by clients.
- Facilitate cooperation between all apprentices in the studio.
- Act as positive role models and resource for participants / apprentices and other staff members, supporting participants' academic, cultural and art interests.
- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.
- Abide by all rules and policies set forth by the MyARTS Program and enforce said rules and policies fairly and consistently.

**Natale Collar**  
**nat.collar@gmail.com**

**EDUCATION**

**University of Kansas**

December 2010

Bachelor of Fine Arts in Sculpture

Minor in Psychology

Overall GPA 3.31

**Study Abroad**

Peruvian Cultures and Disabilities

Spring 2007

**Directed Study**

Internship with Early Jewelry

Spring 2009

**Service Learning**

Van Go Mobile Arts

Spring 2010

**EMPLOYMENT**

**Lawrence Arts Center**

Preschool Teacher Aide

Fall 2007-Spring 2009

**Spencer Museum of Art**

Art Instructor

It Starts With Art Program

Spring 2011

**MyARTS**

Screen Printing Mentor

January 2012-Present

**KAW Collective**

Owner

June 2012-Present

**GALLERY SHOWINGS**

**Jackpot Music Hall**

Lawrence, KS

Benefit Show for Worldwide Impact Now

Curated/Donated Work

Summer 2008

**Red Door Gallery**

Kansas City, MO

Fall 2008

**University of Kansas**

Senior Art Exhibit

Spring 2011

**Bourgeois Pig**

Trash Lion

March 2012

**KAW Collective**

Later Y'all



December 2012

**ADDITIONAL EXPERIENCE**

**Highlands University**

Las Vegas/Santa Fe, New Mexico

Spring 2009

Group Iron Pour/Gallery Tour

**SPECIAL SKILLS/TRAVEL**

Microsoft Word, Excel, Powerpoint, Photoshop, PC and Mac, Internet

Conversational in Spanish

Traveled to Mexico, Canada, Peru, Costa Rica, China and Indonesia

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

**A RESOLUTION** authorizing the County Executive to execute an Agreement with ArtsTech of Kansas City, MO, for the Prosecutor's Office MyARTS Program, at a cost to the County not to exceed \$155,000.00.

**RESOLUTION NO. 18383**, February 3, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, ArtsTech is a not-for profit organization that oversees and implements the MyARTS program, in cooperation with the Jackson County Prosecuting Attorney's Office; and,

WHEREAS, the MyARTS Program is a drug prevention program that has proven to be a model for decreasing usage of drugs, while graduating youth to higher levels of education; and,

WHEREAS, the Prosecuting Attorney recommends a Cooperative Agreement with ArtsTech of Kansas City (Jackson County), MO, for oversight and implementation of the MyARTS Program for the period of January 1, 2014, through December 31, 2014, at a cost to the County not to exceed \$155,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement with ArtsTech, for the Prosecutor's Office MyARTS Program, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18383 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 4156 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Community Crime/Drug Prevention Program  
Other Professional Services  
NOT TO EXCEED: \$155,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

## REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18383

Sponsor(s): Dan Tarwater

Date: February 3, 2014

SUBJECT	<p>Action Requested X Resolution Ordinance</p> <p>Project/Title: <u>Requesting a Resolution authorizing the County Executive to enter into an Agreement with Arts Tech in the amount of \$155,000.00.</u></p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="305 695 1182 1066"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$155,000</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>\$155,000</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>155,000 \$</td></tr><tr><td>Source of funding (name of fund) and account code number;</td><td>FROM ACCT</td></tr><tr><td>FROM Anti Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080</td><td>\$155,000</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$155,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$155,000	Amount budgeted for this item * (including transfers):	155,000 \$	Source of funding (name of fund) and account code number;	FROM ACCT	FROM Anti Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	\$155,000
Amount authorized by this legislation this fiscal year:	\$155,000												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$155,000												
Amount budgeted for this item * (including transfers):	155,000 \$												
Source of funding (name of fund) and account code number;	FROM ACCT												
FROM Anti Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	\$155,000												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18088 2/13</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Jean Peters Baker 1/21/14</p>												

REQUEST SUMMARY	<p>Resolution authorizing the County Executive to enter into an agreement with ArtsTech in the amount of \$155,000. Contact person is Dave Sullivan, 1522 Holmes, Kansas City, Missouri 64108. In cooperation with the Jackson County Prosecutor's Office, the MyARTS Program, ArtsTech will facilitate the finances of MyARTS. They will contract with the entrepreneurs, community art organizations, and will be the intermediate between the Jackson County Prosecutor's Office and the artists. Attached is the budget and proposal.</p> <p>MyARTS has proven to be a model program decreasing usage of drugs, while graduating youth to higher levels of education. A strong emphasis is placed on Anti-Drug message through speakers and workshops. MyARTS also participates in Drug Awareness Month.</p> <p>Funding source is 008-4156-56080. Monthly payments.</p> <p>Term of the agreement is January 1, 2014 through December 31, 2014.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Proposal, budget	
REVIEW	Department Director: <i>Jean Peters Baker</i> Finance (Budget Approval): <i>If applicable, [Signature] S Ball</i> Division Manager: <i>[Signature]</i> County Counselor's Office:	Date: 1-21-14 Date: 1-22-14 Date: 1/23/14 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:
008-4156-56080	Anti Drug Sales Tax Fund – Drug Prevention; Oth Professional Serv	\$155,000

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

This expenditure was included in the Annual Budget.

RES # 18383

Deborah L Ball 1-22-14  
Budgeting

## **Arts Tech's Roles and Responsibilities: MyARTS 2014**

### **Roles and Responsibilities**

ArtsTech's role is to provide a safe, secure, clean, and usable space to operate the MyARTS program and manage the building where young adults will be working ArtsTech will:

1. ArtsTech will make available 1,600+ square feet to house the ceramics and visual art studios and offer store space and access to gallery for art shows.
2. ArtsTech will pay for the utilities, liability insurance, janitorial service, maintenance, and provide ample parking for employees
3. Provide technology service including networking and computer setup services

**ArtsTech will also serve as MyARTS employer. ArtsTech will be responsible for:**

1. Recruiting and hiring of eligible youth employees
2. Submitting employment information to IRS, State of Missouri, and the City of Kansas City, Missouri
3. Paying employees bi-monthly according to ArtsTech's policies and procedures
4. Maintain employee timesheets and pertinent records
5. Secure Workmen's Compensation Insurance
6. As employees of ArtsTech, youth workers will be subject to all employment policies and procedures including but not limited to work schedule, evaluations, grievances, substance abuse, and termination
7. Providing employee data to authorized officials including monthly budget update reports
8. Assist COMBAT in accurately and timely completing required paperwork

Cost for salaries, payroll expenses, supplies and employment administration for MyARTS apprentices is **\$155,000.**



## MyARTS 2014 Budget

Category	Costs	Notes
Youth Payroll Expenses	\$ 110,000.00	Costs include salaries, payroll taxes, and supplies for up to 70 art apprentices
Administrative Services	\$ 45,000.00	Costs include liability insurance, Workmens' Compensation, payroll taxes, payroll preparation, etc.
<b>Total</b>	<b>\$ 155,000.00</b>	

## **DAVID J. SULLIVAN**

725 Winterhill Lane, Lee's Summit, MO 64081

Telephone: Home- (816) 524-4842 Office-(816) 461-0201

Email address: davesullivan@artstech-kc.org

### **PROFESSIONAL OBJECTIVE**

To have a positive professional and personal influence on as many members of my community as possible. I plan to achieve this goal through my work in non-profit administration, policy development, urban leadership, and community involvement.

### **EDUCATIONAL BACKGROUND**

University of Missouri- Kansas City	Interdisciplinary Ph.D. Candidate Urban Leadership/Public Affairs and Administration -All coursework and written exams completed
University of Wisconsin- Whitewater	M.S. - May 1977 Guidance and Counseling
University of Wisconsin- Whitewater	B.S. - August 1974 Psychology

### **PROFESSIONAL EXPERIENCE**

<b>Executive Director</b>	ArtsTech (formerly Pan-Educational Institute) 1998 – Present 1522 Holmes Street, Kansas City, Missouri 64108-1536
---------------------------	--

#### **Responsibilities**

- ◆ Lead and direct personnel, finances, program development, and board relations. From 1998 – 2000, I was also the interim executive director for the Alternative Schools Network Association (ASNA) and Move UP, Inc. (Move Up is the merged organization between Ad Hoc Group Against Crime and Project Neighborhood). Both organizations now have permanent directors.
- ◆ Direct ArtsTech, a center for youth enterprise. ArtsTech houses and works collaboratively with COMBAT'S MyARTS program, Storytellers, and other youth development agencies.
- ◆ Project Director, Arts in Education Model Development and Dissemination grant – a 3-year initiative to design, implement, and disseminate integrated art model for middle schools
- ◆ Administer the "Sentenced to the Arts" Project and the KC Futures 150 Internship Program. These initiatives are a collaborative venture among the City of KCMO, the Jackson County Prosecutor's Office – COMBAT, Jackson County Family Court, Full Employment Council, Alternative Schools Network Association, and Pan-Educational Institute.
- ◆ Led the expansion of the Computer Redistribution Program that distributes refurbished computer equipment to individuals with disabilities, senior citizens, at-risk youth, and organizations that serve this special population. Since 1999, PEI went from distributing 150 computers a year to 700+ in 2002.

- ◆ Act as Director of Operations: Assist with contracting, scheduling, data gathering and reporting with MyArts.
- ◆ Facilitated the creation of a new alternative school for juvenile offenders in Wyandotte County, Kansas. The Transition Resource Education Center is in its first year of operation.

**Associate Director**                      DeLaSalle Education Center      1993 to 1998

Responsibilities:

- ◆ Director, New Learning Community School (NLCS), June 1994 -December 1997. NLCS was a public/private venture among nine public school districts and DeLaSalle. Responsibilities included fund raising, budgeting, program evaluation and expansion, facility management, hiring of principal, and governance board development.
- ◆ Directed four (4) collaborative ventures that includes the following partners: Alta Vista Education Center, Guadalupe Center, Inc., Bosco Education Center, Kansas City Missouri School District, Jackson County Family Court, Detention School, Hilltop School, and the Lee's Summit School District.
- ◆ Directed DeLaSalle's National Center for Children At-Risk training program. Lead consultant for Helena-West Helena School District in Arkansas. Consultant areas include teacher training, strategic planning, and operations management.
- ◆ Coordinated development of Northtown Consortium; a new school for severely disruptive students. Phoenix Academy began in 1997.
- ◆ Consultant to Independence School District to develop and manage alternative high school on their Andrew Drumm Farm campus.

**Principal**                                      DeLaSalle Education Center                      1988-1993

Responsibilities:

- ◆ Directed 500+ student population, 3+ million dollar budget, 85+ staff, three school sites, and two group homes.
- ◆ Managed school's discipline policies and procedures
- ◆ Oversaw school's maintenance and capital improvements
- ◆ Provided oversight of school's accreditation and compliance requirements
- ◆ Administered Comprehensive Substance Abuse Treatment and Rehabilitation Program (C-STAR)

**Accomplishments:** As part of The DeLaSalle Team:

- ◆ Student enrollment expanded 300% from 1988 through 1993
- ◆ Most graduates - 1992 and 1993
- ◆ National Community Substance Abuse Award -1993
- ◆ National Job Training Partnership Act Award - 1988

**Administrator,  
School Operations/Counselor**

DeLaSalle Education Center

1977-1988

Responsibilities:

- ◆ Developed, implemented, and administered comprehensive counseling and social service programs which included substance abuse and homicide/suicide prevention programs.
- ◆ Administered Job Training Partnership Act Grant
- ◆ Administered Vocational Rehabilitation Program
- ◆ Supervision and evaluation of professional staff

**Adjunct Instructor**

Kansas City, KS Community College,

Summer 1989

**PROFESSIONAL WRITINGS, PRESENTATIONS, MEMBERSHIPS and  
AWARDS**

- ◆ Panelist – NETWORK Conference – October 2007
- ◆ 1999 – 2006 – Board Member, Niles Home For Children
- ◆ 2001 – Present – Board Member, Our Lady's Montessori School
- ◆ 2002 – COMBAT Distinguished Service Award
- ◆ Move Up's Outstanding Service Award Recipient
- ◆ 1996 Up and Comer Award recipient
- ◆ Kansas City Tomorrow Alumnus – Year XV
- ◆ 1996 National Dropout Prevention Conference, Presenter
- ◆ 1995 Commencement Speaker, Andrew Drumm High School
- ◆ 1995 Commencement Speaker, Alta Vista Education Center
- ◆ National Juvenile Justice Conference, Richmond, KY - Presenter Effective Schools Research and "The DeLaSalle Education Center Model" September 1992
- ◆ State of Wisconsin, Education Conference - Keynote Speaker - January 1992
- ◆ The 38th Annual National Conference On Alcohol and Drug Problems: "A Predictor of Homicidal/Suicidal Tendencies"
- ◆ "The DeLaSalle Program" presented at the First National Conference On Alcohol and Drug Abuse, Washington, DC - August 1986
- ◆ Developed Sullivan Comprehensive Abuse Screening Inventory - 1988
- ◆ Selected Missouri Federation of Parents for Drug Free Youth 1988 Conference Chairperson
- ◆ Community Service Award - Boy Scouts of America -1987
- ◆ Community Service Award - National Council On Alcoholism and Drug Abuse, 1977
- ◆ Interviewed by NBC Nightly News with Tom Brokaw, New York Times, and USA Today
- ◆ Project Neighborhood, Executive Member of the Board of Directors, 1990 - 1999, Chairperson Prevention Committee, Treasurer
- ◆ The School Community Drug Abuse Prevention/Health Education Council, Member 1987 to 1992 - Vice Chairman 1990 - 1992
- ◆ Kansas City Task Force On Drug Abuse, Member 1986 to 1991
- ◆ Western Missouri Mental Health Center, Advisory Board Member- 1982 to 1988, Chairman - 1983 to 1985

## References

Mr. Jim Pyle, Pension Systems Manager  
Kansas City Missouri Police Retirement System  
1328 Agnes  
Kansas City, Missouri 64127  
Tel. # 816-482-8157

Mr. Alvin Brooks  
Mayor Pro-Tem, City of Kansas City Missouri  
412 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
Tel. # 816-513-1602

Mr. Robert Dunn, Vice President  
Dunn Construction Group  
929 Holmes  
Tel. # 816-391-2521

Mr. Carl DiCapo, President  
Liberty Memorial Association  
Union Station  
Kansas City, Missouri 64108  
Tel. # 816 456-2343

Dr. Jim Dougherty  
Executive Director  
DeLaSalle Education Center  
3740 Forest  
Kansas City, Missouri 64109  
Tel. # 816-561-3312

Mr. Richard Phillips, Executive Director  
Missouri Student Success Network  
5000 NW Valley View Road  
Blue Springs, Missouri 64015  
Tel. #816-224-4388, ext. 317

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with Rachel Eilts of Kansas City, KS, to serve as the lead artist-mentor for the MyARTS Program, at an actual cost to the County not to exceed \$35,880.00.

**RESOLUTION NO. 18384**, February 3, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney recommends the execution of a Cooperative Agreement with Rachel Eilts of Kansas City, KS, to serve as the lead artist-mentor for the MyARTS Program, at a cost to the County not to exceed \$35,880.00; and,

WHEREAS, the MyARTS program exposes high risk youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid, part-time entrepreneurship position; and,

WHEREAS, the artist-mentor will provide training through the MyARTS apprenticeship program in the areas of entrepreneurship, business law, accounting, sales, promotions/marketing, and research; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, MO, that the County Executive be and hereby is authorized to execute an agreement with Rachel Eilts of Kansas City, KS, at an actual cost to the County not to exceed \$35,880.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18384 of February 4, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 4156 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Community Crime/Drug Prevention Program  
Other Professional Services  
NOT TO EXCEED: \$35,880.00

  
Date

  
Director of Finance and Purchasing



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18384

Sponsor(s): Dan Tarwater

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a Resolution authorizing the County Executive to enter into an Agreement with Rachel Eilts in the amount of \$35,880.00</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$35,880</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>\$35,880</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>35,880 \$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080</td><td>FROM ACCT \$35,880</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$35,880	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$35,880	Amount budgeted for this item * (including transfers):	35,880 \$	Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	FROM ACCT \$35,880
Amount authorized by this legislation this fiscal year:	\$35,880										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$35,880										
Amount budgeted for this item * (including transfers):	35,880 \$										
Source of funding (name of fund) and account code number; FROM Anti-Drug Sales Tax Fund – 008; Prosecutor Community Crime/Drug Prevention – 4156; Other Professional Services - 56080	FROM ACCT \$35,880										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18087 2/13</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Jean Peters Baker 1/21/14</p>										

REQUEST SUMMARY	<p>Resolution authorizing the County Executive to enter into an agreement in the amount of \$35,880.00 with Rachel Eilts, 261 Orchard, Kansas City, Kansas 66101. Ms Eilts will be the Lead Artist Mentor for the MyARTS Program.</p> <p>MyARTS is a COMBAT initiated drug prevention program addressing the needs of "high risk youth". This program will expose youth to a variety of possible work opportunities through a 72 hour apprenticeship, followed by a paid part time entrepreneurship position. The apprenticeship/leadership program will place Metropolitan teens in small groups with professional urban artist/designers and young artist mentors to design, create and sell art products. With fully equipped, staffed studios, MyARTS will conduct business management training beyond the creative aspect of the program to produce productive, highly skilled, and dependable young artist and technicians. The training areas will include: Entrepreneurialism, business law, accounting, selling, promotions/marketing, and research. MyARTS is funded by the Department of Public Safety, City of Kansas City and COMBAT.</p> <p>Term of the Agreement is January 1, 2014 through December 31, 2014.</p> <p>Funds should be allocated from 008-4156-56080. Monthly payments.</p>									
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)									
ATTACHMENTS	Proposal, budget									
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Jean Peters Baker</i></td><td>Date: <i>1-21-14</i></td></tr> <tr> <td>Finance (Budget/Approval): <i>If applicable / Librarian L Ball</i></td><td>Date: <i>1-22-14</i></td></tr> <tr> <td>Division Manager: <i>[Signature]</i></td><td>Date: <i>1/23/14</i></td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>		Department Director: <i>Jean Peters Baker</i>	Date: <i>1-21-14</i>	Finance (Budget/Approval): <i>If applicable / Librarian L Ball</i>	Date: <i>1-22-14</i>	Division Manager: <i>[Signature]</i>	Date: <i>1/23/14</i>	County Counselor's Office:	Date:
Department Director: <i>Jean Peters Baker</i>	Date: <i>1-21-14</i>									
Finance (Budget/Approval): <i>If applicable / Librarian L Ball</i>	Date: <i>1-22-14</i>									
Division Manager: <i>[Signature]</i>	Date: <i>1/23/14</i>									
County Counselor's Office:	Date:									

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

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-4156-56080	Anti-Drug Sales Tax Fund – Drug Prevention: Oth Professional Serv	\$35,880

- ☐ 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.

**This expenditure was included in the Annual Budget.**

RES # 18384

Sharan S Ball 1-22-14  
Budgeting

**Rachel Eilts**

**SSN 513-98-3780**

**JOB TITLE:** Visual Arts Lead Artist Mentor

**DATES OF EMPLOYMENT:** January 1, 2014 through December 31, 2014

**BUDGET: \$23 per hour - \$35,880 per year**

**Not to exceed 30 hours a week**

**DESCRIPTION:** Part-time teaching / mentor position

MyARTS began in 2006 downtown Kansas City Missouri as an art program for youth with five art studios: visual (painting), screen printing, photography, sculpture, ceramics and graphic design. MyARTS has since opened a new location in Independence, MO off the Independence Square. The east location acts as a community center with after-school programs for youth ages 14-19 and workshops for all ages of youth.

**GENERAL RESPONSIBILITIES:**

- Artist Mentors will be responsible for their studios at all times.
- Artist Mentors will be expected to plan and facilitate projects within their studios.
- Teach apprentices skills and tools needed to perfect their art.
- Maintain daily progress report on each apprentice. Report will be handed in weekly.
- Artist Mentors and Apprentices will collaborative on creative projects, some specifically commissioned by clients.
- Facilitate cooperation between all apprentices in the studio.
- Act as positive role models and resource for participants / apprentices and other staff members, supporting participants' academic, cultural and art interests.
- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.
- Abide by all rules and policies set forth by the MyARTS Program and enforce said rules and policies fairly and consistently.

**SPECIFIC JOB DUTIES:**

- Facilitate the execution of art work of young artists in the Visual Arts Studio by managing studio supply usage, reinforcing art techniques and an entrepreneurial mind-set, aiding in creation of design from research to framing, assisting in show hanging, art work presentation, writing of artist statements, entitling work, promotional and marketing techniques, modeling professional communications with commission clientele and customers, sales techniques, and time-management skills.

- Managing specialized art technique training for Young Artists in workshops and scheduling community volunteers and visiting artists for special instruction or workshops for MyARTS Young Artists.
- Recruitment of potential MyARTS employees by visiting Jackson County Schools, speaking with teachers, counselors, parents and young artists, interviewing all potential young artists, scheduling and monitoring young artists' progression in the apprenticeship program.
- Monitor and oversee apprenticeship program where young artists complete a foundations art curriculum prior to employment in the MyARTS program and ensure a smooth transition as from apprenticeship to employment in the MyARTS program.
- In Studio organizer of all MyARTS special events and programs, including store front presentation, sales, shift scheduling, packaging and opening and closing of store front.
- Preparation and hanging of MyARTS products in satellite featured locations in the Kansas City Area.
- Research of pricing for MyARTS pre-press products to ensure the lowest tax-payer cost spent on supplies.
- Research of MyARTS buying market and national trends in art sales to help Young Artists keep a step ahead and to ensure product sales, thereby helping to reach the goal of MyARTS becoming a self-sustaining program.
- Manager of marketing and dispersing of promotional materials by Young Artists for special events.
- Working closely with Program Director in special event planning from thematic choices and curatorial duties to layout and gallery set-up.
- Responsible for challenging the Young Artists to create thought-provoking art work that engages the public in a conversation about the perspective of Kansas City youth.
- Responsible for maintaining inventory for all MyARTS' products online and in store front, and fielding customer questions regarding products.
- Working with commission clientele and customers to ensure quality creation of art work and customer satisfaction with products.
- Facilitating meetings with clients and Young Artists where the youth may learn the process of creating quality commission work suited to the client's needs.
- Responsible for overseeing MyARTS website creation, updates, maintenance, newsletters and answering all emails directed to the website addresses.
- Monitor all young artists' hours and attendance, responsible for all scheduling communication for all young artists.
- Organizing community outreach campaigns where information about the MyARTS program, the Jackson County Prosecutor's Office and COMBAT are dispersed through events such as Duck Derby, SantaCalagon Days and the Plaza Art Fair. Young Artists work with younger children on satellite art projects, modeling the mentoring the Young Artists receive in the MyARTS program.
- Gathering of all evaluation and paperwork required by MyARTS program including employee tax papers.

- Manage and organize all MyARTS studios needs including: supply lists, workshops, visiting artist lectures, preparation for events, monthly studio meetings, studio commissions, and oversee all product and promotional material creation.
- Manage communications between Director and MyARTS Studios Artist Mentors/Young Artists.
- Weekly reporting to MyARTS Program Director

## Rachel Eilts

913.568.2274

racheileilts@gmail.com

Throughout my career as a graphic designer and art educator, I have developed a self-motivated, goal-oriented work style with an emphasis on relationships, communication and interpersonal skills. Working with youth pairs creativity and quick thinking with patience and planning, while my experience in graphic design taught me to work well both independently and as a part of a team. Through working with high school students to be youth mentors for younger students, the youth mentors developed entrepreneurial drive, environmental awareness and leadership abilities with a goal of developing their life skills while enhancing the younger students' experience in after school programming.

### EXPERIENCE

**MyARTS** Visual Arts Mentor 2013-2014

**Accessible Arts** Program Manager/Artist in Residence 2010-2013

- create and teach inclusive arts educational curriculum
- develop and manage art programming

**EAT Advertising and Design** Art Director 2004-2010

- design branding packages, collateral materials, annual reports, ads, packaging, brochures and more

**Kansas City Mentoring Initiative** arts educator 2001-2004

- create environmental arts education curriculum for USD 500 Kansas City, KS school district as well as train and mentor high school students

**The Storytellers Inc.** arts educator 2000-2004

- create arts education curriculum for students in juvenile detention centers and Kansas City, KS and MO school districts

### EDUCATION

**InterPlay** Teacher Training for InterPlay

**University of Kansas** Bachelor of Fine Arts

References available upon request



rachel eilts • 261 orchard • kansas city, ks 66101  
racheileilts@gmail.com • 913.568.2274

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

**A RESOLUTION** authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the Cities of Blue Springs, Grain Valley, and Oak Grove for the County's yard waste drop-off facility.

**RESOLUTION NO. 18385**, February 3, 2014

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, by Ordinance 4594, dated December 2, 2013, the Legislature did authorize the appropriation of grant funds from the Mid-America Regional Council's Solid Waste Management District for the establishment of a yard waste drop-off facility; and,

WHEREAS, the facility will be located on County-owned real property located at the intersection of Pink Hill and Ketterman Roads in unincorporated Jackson County; and,

WHEREAS, the Cities of Blue Springs, Grain Valley, and Oak Grove will partner with the County in the operation of the yard waste drop-off facility; and,

WHEREAS, the attached Intergovernmental Cooperative Agreement between the County and the Cities of Blue Springs, Grain Valley, and Oak Grove is a suitable mechanism by which to implement the mutual understanding of the parties; and,

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

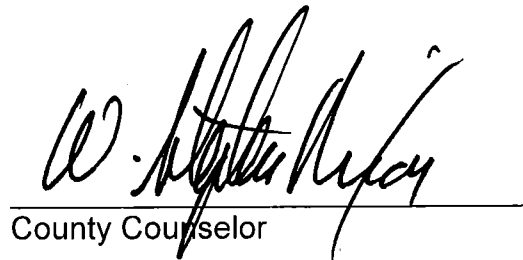


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive a be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with the Cities of Blue Springs, Grain Valley, and Oak Grove for the operation of the a yard waste drop-off facility.

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. 18385 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

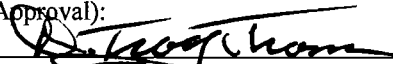

Completed by County Counselor's Office:

Res. Ord No.: 18385

Sponsor(s): Bob Spence

Date: February 3, 2014

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing the County Executive to enter into Memorandums of Understanding with the cities of Blue Springs, Grain Valley and Oak Grove as partners in the operation of the yard waste facility. The Memorandums of Understanding will discuss the duties and responsibilities of all partners. On December 2<sup>nd</sup>, Ordinance 4594 was approved by the Legislature for the execution of a contract with MARC to accept a grant for the yard waste facility. The ordinance allowed for \$17,600 to be transferred within the 2013 Special Road and Bridge Fund and appropriated \$82,232 from the fund balance.</p>										
<p>BUDGET INFORMATION</p> <p><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> <p>FROM ACCT</p> <p>TO ACCT</p> </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>X No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</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	<p>FROM ACCT</p> <p>TO ACCT</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	<p>FROM ACCT</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and : <u>4594, December 2, 2013</u></p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Sandy Aguirre Mayer, Special Projects Coordinator, 881-3282</p>										
REQUEST SUMMARY	<p>This Intergovernmental Cooperative Agreement for the Operation of a Yard Waste Drop Off Facility is the guiding document for the partnership between Jackson County, Blue Springs, Grain Valley and Oak Grove in the operation of the facility. It lays out the particulars of the agreement concerning various aspects and includes the pro-rata share of each entity should the facility need additional funding, in the event that user fees do not cover all of the costs of operation.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Intergovernmental Cooperative Agreement for the operation of a Yard Waste Drop Off Facility Ordinance 4594	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: 1/27/2014
	Division Manager: 	Date: 1/27/14
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- x Funds sufficient for this expenditure will be/were appropriated by Ordinance #4594
- ☐ 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.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR THE OPERATION OF A  
YARD WASTE DROP OFF FACILITY**

**THIS COOPERATIVE AGREEMENT** (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **JACKSON COUNTY, MISSOURI** (hereinafter referred to as "the County"), the **CITY OF OAK GROVE, MISSOURI** (hereinafter referred to as "Oak Grove"), the **CITY OF BLUE SPRINGS, MISSOURI** (hereinafter referred to as "Blue Springs"), and the **CITY OF GRAIN VALLEY, MISSOURI** (hereinafter referred to as "Grain Valley").

**WITNESSETH**

WHEREAS, the parties are interested in the joint development and operation of a yard waste drop-off facility ("the Facility"), to be located on County-owned real property located at the intersection of Pink Hill and Kettermann Roads in unincorporated Jackson County, Missouri; and

WHEREAS, the parties propose to share in the costs of the Facility according to an agreed-upon schedule; and,

WHEREAS, this arrangement is in the best interests of the health, safety, and welfare of the citizens of the County and of Oak Grove, Blue Springs, and Grain Valley; now therefore,

IT IS AGREED, by and between the parties as follows:

1. The County shall make available County-owned real property located at

the intersection of Pink Hill and Ketterman Roads in unincorporated Jackson County, Missouri, for the development and operation of the Facility; the County shall not be entitled to recoup any costs associated with the acquisition of the real property out of the operation of the Facility.

2. The parties shall jointly share in the costs of the development and operation of the Facility based on each party's population, with the County's share being based on the population of that portion of the County outside of incorporated cities, according to the following percentages:

Blue Springs	55%
Grain Valley	13%
The County	23%
Oak Grove	9%

The percentages specified in this paragraph shall be subject to adjustment every three years, on the anniversary date hereof, based on then-current population estimates as provided by the Mid-America Regional Council. The estimated costs of the development of the Facility are set out in the document attached hereto as "Exhibit A" and labeled "Pre-Operation Budget Estimate." The estimated costs of the operation of the Facility for its first year are set out in the document attached hereto as "Exhibit B" and labeled "1st Year Operation Budget Estimate."

3. The parties anticipate that the majority of the costs of the development and operation of the Facility shall be covered by user fees and grant funds. Prior to the opening of the Facility, the County shall invoice each Signatory Party for its share of the development costs not covered by grant funds, as calculated pursuant to paragraph 2

above. Thereafter, on a quarterly basis, the County shall invoice each Signatory Party for its share of the operating costs of the Facility not covered by grant funds and fee revenues, again pursuant to paragraph 2. All such invoices shall be paid within 30 days of receipt. The cost-sharing provisions set out in paragraph 2 shall be applicable only to the extent that grant funds and user fees are not sufficient to cover all development and/or operation costs. If any Signatory Party requests to satisfy any of its financial obligations hereunder with in-house labor, the parties agree to negotiate an appropriate deduction from that Party's cost-share for such labor. Any such negotiated agreement shall be reduced to writing, with copies distributed to all parties. If at the end of any calendar quarter under this Agreement, operating revenue shall have exceeded expenses, such revenues shall be carried over and applied to each Signatory Party's proportionate share due the next calendar quarter. If a surplus remains after four consecutive calendar quarters of surplus, such surplus funds shall be distributed to the Signatory Parties based on the percentages in paragraph 2, unless the parties shall agree otherwise in writing.

4. The County shall by ordinance establish user fees for the Facility. The fees shall be tiered, with separate fees for residents of Jackson County, non-residents, commercial users, and Signatory Party users.

5. The County shall serve as project manager for the development and operation of the Facility. This shall include the performance of all duties set out in the document attached hereto as "Exhibit C," and labeled "Scope of Work for Yard Waste Management."

6. No party to this Agreement shall assume any responsibility or liability for

the acts or inaction of any other party, or its officers, agents, or employees, except as provided in section 70.290, RSMo.

7. This Agreement shall be effective as of the date first above written, and shall continue for a period of five years; thereafter it shall continue from year to year. In the event a party chooses to terminate its participation in this Agreement, the provisions of paragraph 8 below shall apply.

8. If any party chooses to terminate its participation in this Agreement during its first five years, it may do so by giving one year's written notice to the other parties. In that event, the remaining parties shall determine whether the Facility can continue to operate with reduced participation. If the remaining parties determine that the Facility can continue to operate, they shall agree on a new cost-sharing formula and the terminating party shall have no financial obligation to the remaining parties. If the remaining parties determine that the project cannot go forward, the parties shall settle all accounts, including any required refund of grant funds, based on the cost of sharing provisions of paragraph 2. After five years have elapsed, any party may terminate its participation in this Agreement by giving ninety days' advance written notice to the other parties. In the event of termination after five years, no party shall have any further financial obligations to any other party. Any termination shall be effective as of January 1 next following timely notice of termination.

9. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

10. Invalidity of any part of this Agreement by judgment or other court



action shall in no way effect any other provision, which shall remain in full force and effect.

11. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

County -

Oak Grove -  
Blue Springs -  
Grain Valley -

12. This Agreement incorporates the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By \_\_\_\_\_  
Michael D. Sanders  
County Executive

ATTEST:

By \_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

APPROVED AS TO FORM:

CITY OF OAK GROVE, MO

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

(Print) \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CITY OF GRAIN VALLEY, MO

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

(Print) \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CITY OF BLUE SPRINGS, MO

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

(Print) \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_

(Print) \_\_\_\_\_  
City Clerk

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

**AN ORDINANCE** transferring \$17,600.00 within the 2013 Special Road & Bridge Fund and appropriating \$82,232.00 from fund balance of the Grant Fund in acceptance of the Mid America Regional Council's Solid Waste Management District grant, and authorizing the County Executive to execute a contract with MARC for the expenditure of grant funds.

**ORDINANCE NO. 4594**, December 2, 2013

**INTRODUCED BY** Bob Spence and Dan Tarwater, County Legislators

---

WHEREAS, by Ordinance 4386, dated January 9, 2012, the Legislature did authorized the acceptance of a grant from the Mid America Regional Council's Solid Waste Management District to conduct a survey of citizens to gauge the interest and need for a yard waste facility; and,

WHEREAS, the survey results indicated that the citizens living in unincorporated Jackson County, Blue Springs, Grain Valley, and Oak Grove were interested in moving forward with a grant application for a yard waste facility to serve those communities; and,

WHEREAS, Jackson County, in conjunction with the Cities of Blue Springs, Grain Valley, and Oak Grove, has been awarded a grant from the Mid America Regional Council's Solid Waste Management District in the amount of \$64,632.00 for the establishment of a yard waste drop-off facility; and,

WHEREAS, the grant requires a local match in the amount of \$17,600.00; and,

WHEREAS, Jackson County will provide a location for the facility at Ketterman and Pink Hill Roads and the facility will be staffed by Public Works Department personnel for the first year of operation; and,

WHEREAS, it is anticipated that income received from users of the yard waste drop-off facility will cover operational expenses, but if there is a shortfall, each participating city has agreed to share the expenses proportionally by population; and,

WHEREAS, an appropriation and transfer are necessary to place the grant and matching funds in the appropriate spending accounts; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
Road and Bridge Maintenance			
004-1506	55010 – Regular Salaries	\$17,600	
004-9100	56105 – Operating Transfers Out		\$17,600
Grant Fund			
Yard Waste Survey			
010-1003	47070 – Operating Transfers In	\$17,600	
010-1003	45845 - Increase Revenues	\$64,632	
010-2810	Undesignated Fund Balance		\$82,232
010-2810	Undesignated Fund Balance	\$82,232	
010-1003	55010 – Regular Salaries		\$14,660
010-1003	55040 - FICA		\$ 1,356
010-1003	55050 - Pension		\$ 1,584
010-1003	56790 – Other Contractual		\$64,632

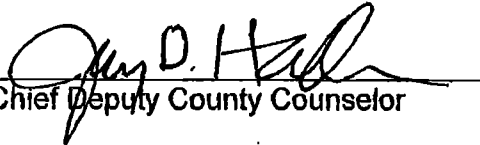
and,

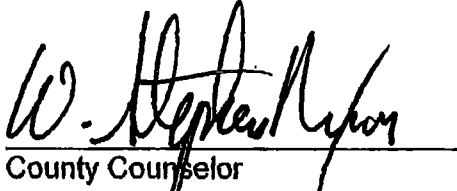
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute a contract with the Mid America Regional Council Solid Waste Division, in a form to be approved by the County Counselor.



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. 4594 introduced on December 2, 2013, was duly passed on December 2, 2013 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

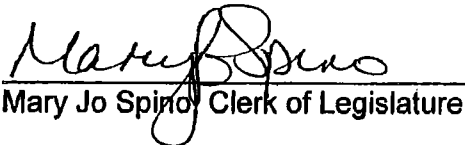
Nays 0

Abstaining 0

Absent 1

This Ordinance is hereby transmitted to the County Executive for his signature.

12.2.13  
Date

  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4594.

12/20/2013  
Date

  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER:	004 1506 55010
ACCOUNT TITLE:	Special Road and Bridge Fund
	Road & Bridge Maintenance
	Regular Salaries
NOT TO EXCEED:	\$17,600.00

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: \$82,232.00

November 26, 2013  
Date

  
Director of Finance and Purchasing

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

**A RESOLUTION** awarding twelve-month term and supply contracts with two twelve-month options to extend for the furnishing of beer for resale by the Parks + Rec Department to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City, MO, as proprietary purchases.

**RESOLUTION NO. 18386**, February 3, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Parks + Rec Department has a requirement for beer for resale in departmental retail operations; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts for the furnishing of this commodity to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City (Jackson County), MO, as proprietary purchases of commodities that are to be offered for resale and that are not available on the competitive market; 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 be and hereby is authorized to make all

payments, including final payment on the contracts, to the extent 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 resolution, Resolution No. 18386 of February 4, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

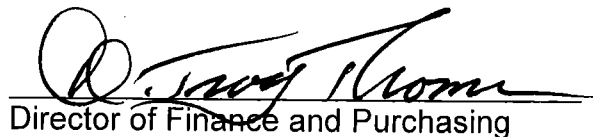
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18386

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Two Twelve Month Extensions for the furnishing of Beer for Resale at the Parks and Recreation Department's Concession Operations to County Beverage Company of Lee's Summit, Missouri and Central States Beverage of Kansas City Missouri as proprietary purchases.</u></p>										
<p>BUDGET INFORMATION</p> <p><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>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$71,500</p> <p>Requesting approval by the Legislature of the Term &amp; Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$64,720.00  Prior Year Actual Amount Spent (if applicable): \$59,800.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 18069, February 4, 2014</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>The Parks and Recreation Department requires a Term and Supply contract for the furnishing of Beer for Resale at its' Concession Operations.</p> <p>Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, Competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Two Twelve Month Extensions for the furnishing of Beer for Resale at the Parks and Recreation Department's Concession operations to County Beverage Company of Lee's Summit, Missouri and Central States Beverage Company of Kansas City, Missouri as Proprietary Purchases not available on the competitive market.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Award Recommendation Memorandum from Mr. Bob McMillin &amp; Ms. Tina Spallo of the Parks and Recreation Department</p>										

REVIEW	Department Director:	Date: 1-21-14
	Finance (Budget Approval):	Date: 1-22-14
	If applicable: <i>Heberian S Ball</i>	Date: 1/23/14
	Division Manager:	Date:
	County Counselor's Office:	

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.



# Memorandum

**To:** Cassandra Cheek  
**From:** Bob McMillin  
**Date:** 12/13/13  
**Re:** 2014 Beer Projection

Cassandra,

The projected budget numbers listed below reflect our usage for the up coming 2014 year at the golf course and marina's for sole source resale beer.

300-1653-7032 - Beverage Marinas Projected Usage					
	Central States Beverage -	6,000			
	County Beverage	13,000			

300-1666-7032 - Beverage Golf Course Projected Usage					
	Central States Beverage -	10,500			
	County Beverage	20,000			

Any questions please contact me at Ext. 38405.

Bob

**CONFIDENTIAL**



## JACKSON COUNTY Parks + Rec

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

### MEMORANDUM

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

To: Cassandra Cheek

Through: Michele Newman, Director, Parks + Rec  
Dianne Kimzey, Deputy Director Parks + Rec

From: Tina Spallo, Superintendent Recreation

Date: January 2, 2014

Re: Beer for Resale

In preparation for the upcoming 2014 concession season Jackson County Parks + Rec Recreation Division is submitting the following information referencing Beer for Resale TS PA18069A (County Beverage) and TS PA18069B (Central States Brewing) to provide resale beverages at Concessions Operations for Division 1654. These amounts are in addition to what is submitted from the Golf Course and Marinas.

Money Budgeted for Beer for Resale in Recreation Division is  
\$22,000, in Budget 300-1654-57032

Thank you

Tina Spallo  
Supt, Recreation  
Jackson County Parks + Rec  
816-503-4872



Michael D. Sanders, County Executive

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

**A RESOLUTION** awarding twelve-month term and supply contracts with three twelve-month options to extend for the furnishing of pro shop articles for resale by the Parks + Rec Department to Nike Golf of Dallas, TX, and Acushnet/Titleist and FootJoy of Fairhaven, MA, as proprietary purchases.

**RESOLUTION NO. 18387**, February 3, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Parks + Rec Department's Fred Arbanas Golf Course at Longview Lake is in need of pro shop articles for resale; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Director of Finance and Purchasing requests authorization for the purchase of these articles from Nike Golf of Dallas, TX, and Acushnet/Titleist and FootJoy of Fairhaven, MA; and,

WHEREAS, the Director of Finance and Purchasing has determined that the items to be purchased are proprietary articles not available in a competitive market; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby, authorized to execute for the County twelve-month term and supply contracts, with three twelve-month options to extend, for the purchase of pro shop articles for resale by the Parks + Rec Department, with Nike Golf of Dallas, TX, and Acushnet/Titleist and FootJoy of Fairhaven, MA, as proprietary purchases; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18387 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18387

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Three Twelve Month Extensions for the furnishing of Pro Shop Articles for Resale at the Fred Arbanas Golf Course at Longview Lake in the Parks &amp; Recreation Department to Nike Golf of Dallas, TX; and Acushnet/Titleist &amp; Foot Joy of Fairhaven, MA; as proprietary purchases.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$64,000.00</p> <p>Requesting approval by the Legislature of the Term &amp; Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$64,000.00  Prior Year Actual Amount Spent (if applicable): \$64,000.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 18070, February 4, 2013</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>The Parks Department is requesting term and supply contracts to the two companies that are their top sellers of proprietary merchandise in the pro shop at the golf course.</p> <p>Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, Competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Three Twelve Month Extensions for the furnishing of Pro Shop articles for Resale Merchandise at the Fred Arbanas Golf Course at Longview Lake in the Parks &amp; Recreation Department to Nike Golf of Dallas, TX; and Acushnet/Titleist &amp; Foot Joy of Fairhaven, MA, as proprietary purchases.</p> <p>The award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds or specific purchases is subject to annual appropriations.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Award Recommendation from Mr. Bob McMillin of the Parks &amp; Recreation Department</p>										

REVIEW	Department Director:	Date:
	Finance (Budget Approval):	Date:
	If applicable:	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

- ☒ 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.



# Memo

**To:** Cassandra Cheek  
**From:** Bob McMillin  
**Date:** 1/13/2014  
**Re:** Resale Items Arbanas Golf Course Pro Shop

---

Cassandra,

The Fred Arbanas Golf Course is requesting a resolution authorizing the purchase of Pro Shop articles for resale at the course for Nike & Acushnet Company as proprietary purchases. Merchandise from these two companies has been top sellers here at the course each year. Total amount for 2014 is \$64,000.

Nike	\$30,000
Acushnet	\$34,000

Budget: 300-1666-7033

Bob McMillin

Supt. Golf & Marina's

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

**A RESOLUTION** authorizing the County Executive to execute a contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

**RESOLUTION NO. 18388**, February 3, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled - EITAS for funding assistance for the Department's Special Population Services Division for 2014; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$234,200.00 pursuant to the attached contract, to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

WHEREAS, execution of this contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the 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 contract with the Jackson County Board of Services for the Developmentally Disabled.

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. 18388 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18388

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting a funding grant.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$234,200</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>\$234,200</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <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): \$234,200  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$234,200	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$234,200	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$234,200										
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Total amount authorized after this legislative action:	\$234,200										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18071, February 4, 2013</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Tina M. Spallo Superintendent of Recreation</p>										
REQUEST SUMMARY	<p>Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting a grant to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.</p> <p>The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2014. The Board has agreed to provide up to \$234,200 for these services for the term of this contract, January 1, 2014 to December 31, 2014.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Contract; Business Associate Agreement</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: Michele Newman, Director of Parks + Rec <i>Michele Newman</i></td><td>Date: 1-21-14</td></tr> <tr> <td>Finance (Budget Approval): If applicable <i>Arbanas Ball N/A</i></td><td>Date: 1-24-14</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director: Michele Newman, Director of Parks + Rec <i>Michele Newman</i>	Date: 1-21-14	Finance (Budget Approval): If applicable <i>Arbanas Ball N/A</i>	Date: 1-24-14	Division Manager:	Date:	County Counselor's Office:	Date:		
Department Director: Michele Newman, Director of Parks + Rec <i>Michele Newman</i>	Date: 1-21-14										
Finance (Budget Approval): If applicable <i>Arbanas Ball N/A</i>	Date: 1-24-14										
Division Manager:	Date:										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.



Empowering individuals through advocacy and support

January 10, 2014

Tina M. Spallo  
Superintendent of Recreation  
Jackson County Parks and Rec  
22807 Woods Chapel Road  
Blue Springs, MO 64015

Dear Tina,

Enclosed please find your funding contract for eitas Fiscal Year 2014. There have been no changes pertaining to your contract this year.

Please make sure your billing department has a copy of this contract and follows its requirements.

In addition to the funding contract, enclosed is a Business Affiliate contract required by HIPAA. Please make sure it is completed and signed and returned with the funding contract.

Please sign all copies of the contracts and return to my attention no later than February 1, 2013. If you have any questions, please feel free to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "Jake Jacobs", written over a horizontal line.

Jake Jacobs  
Executive Director

Encl.

## Jackson County Parks & Recreation - 2014

### Contract

This Contract entered into this 1<sup>st</sup> day of January, 2014, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated August 30, 2013 and approved by the Eitas Board of Directors on December 3, 2013.

Eitas has agreed to fund up to \$234,200 for these services.

2. **Term**

The term of this Contract shall be one year from January 1, 2014 to December 31, 2014.

3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

(i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and

(ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

#### **4. Accountability**

(a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.



The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, indentified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

5. **Contract Billing and Payment**

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

6. **Eitas Policies**

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

7. **Religious Use**

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

8. **Sexual Harassment Policy**

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going

training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. **Health Insurance Portability and Accountability Policy**

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. **Invoices**

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2013 must be submitted to Eitas by January 15, 2014.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.

(v) The price for a cost or service differs from the agreed upon price.

- (c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice
- (d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider
- (e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

- (f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

## **11. Notices**

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within

24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

- (i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;
- (ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and
- (iii) Any other Provider response to an investigation.
- (iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.
- (v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

**12. Laws to Govern**

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

**13. Work Product**

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use

any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

**14. Sunshine Law**

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

**15. Inspections**

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

**16. Audit**

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

**17. Termination**

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

**18. Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to [jjacobs@eitas.org](mailto:jjacobs@eitas.org) or its successor.

**19. Modifications**

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

**IN WITNESS WHEREOF**, the parties set their hands this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

**JACKSON COUNTY, MISSOURI**

Approved as to Form:

By: \_\_\_\_\_  
County Counselor

By: \_\_\_\_\_  
Mike Sanders, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY –  
EITAS**

By: \_\_\_\_\_  
Jake Jacobs, Executive Director

**LEGISLATURE**

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

# *Jackson County Parks & Rec- Special Population – 2014*

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into between Jackson County Parks & Rec – Special Population, a Covered Entity as defined by HIPAA, hereinafter referred to as "Agency," and Developmental Disability Services of Jackson County - etas, hereinafter referred to as "Business Associate."

### **RECITALS.**

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA") and all regulations promulgated pursuant to authority granted therein. Contractor is a "Business Associate" of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate's receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

### **A. Definitions**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "protected health information", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means Boone County Family Resources for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
  - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.
  - b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
11. Security Incident shall be defined as set forth in the "Obligations of the Business Associate" section of this Agreement.
12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services' guidance.

### **B. Obligations of Business Associate**

1. **Safeguards.** Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. **Limit Use and Disclosures.** Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate's proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. **Use Minimum Necessary.** Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. **Use Safeguards.** Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:
  - a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
  - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;



- c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
  - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
  - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.
5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
  6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.
  7. *Report Breaches of Unsecured PHI.* In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
    - a. The name, address, and telephone number of each individual whose information was involved;
    - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
    - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;
    - d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
    - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
    - f. Any remedial action being taken to mitigate any harmful effect; and
    - g. A proposed plan for approval for prevention of any such future incidents.
  8. *Make Information Available for Accounting of Disclosures.* Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.
  9. *Require Compliance of Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
  10. *Incorporate Amendments.* Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
  11. *Provide Access.* Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
  12. *Restrict Disclosure of PHI.* Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.
  13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
  14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.
  15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.
  16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.
  17. *Indemnification.* Business Associate shall indemnify the Agency from any liability resulting from any violation of the Privacy Rule, Security Rule, or Breach, arising from the conduct or omission of the Business Associate or its workforce members, agents, or subcontractors. The Business Associate shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney's fees, which may be imposed upon the Agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Business Associate's negligent or wrongful actions or inactions or violations of this Agreement, or those of its workforce members, agents and/or subcontractors. Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or contractors may

be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri

#### C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use of disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.
2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.
5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.
6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

#### D. OBLIGATIONS OF COVERED ENTITY

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

#### E. TERM AND TERMINATION

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency may terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement. Agency shall report a breach to the Secretary of the U.S. Department of Health and Human Services.
3. *Effect of Termination.*
  - 1) Upon termination of this Agreement, for any reason, at the discretion of the Agency, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

#### F. MISCELLANEOUS

1. *Applicable Law.* This Agreement shall be interpreted in accordance with laws of the State of Missouri.
2. *References.* A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.
3. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.
4. *Amendment.* Agency and Business Associate agree to amend this Agreement from time to time as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.
5. *Survival.* The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the Underlying Contract.
6. *Third Party Beneficiary.* There are no intended third party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

This Agreement is entered into by between Jackson County Parks & Rec – Special Population and Business Associate on the day below first written.

In Witness Whereof, the parties have executed this Agreement with an effective date of January 1, 2014.

**Agency/Covered Entity:**

Name: **Jackson County Parks & Rec – Special Population**

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

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

Print Name & Title: \_\_\_\_\_

**Business Associate:**

Name: **Developmental Disability Services of Jackson County - eitas**

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

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

Authorized Agent

Print Name & Title: Jake Jacobs, Executive Director

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

**A RESOLUTION** awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of soft drinks for resale by the Parks + Rec Department at its concessions operations to Coca-Cola Bottling Company of Lenexa, KS, as a proprietary purchase.

**RESOLUTION NO. 18389**, February 03, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Parks + Rec Department has a need for soft drinks for resale in departmental retail operations; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract for the furnishing of this commodity to Coca-Cola Bottling Company of Lenexa, KS, as a proprietary purchase of commodities that are to be offered for resale, not available on the competitive market; 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 be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson

County budget.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18389 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

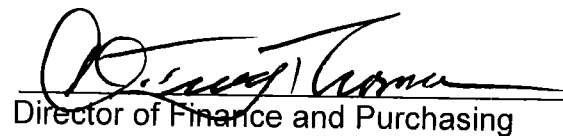
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18389

Sponsor(s): Fred Arbanas

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Two Twelve Month Extensions for the furnishing of Soft Drinks for Resale at the Parks and Recreation Department's Concession Operations to Coca Cola Bottling Company of Lenexa, Kansas, Pepsi Beverages Company of Olathe, Kansas, and 7Up Snapple of Lenexa, Kansas as a proprietary purchase.</u></p>										
<p>BUDGET INFORMATION</p> <p><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>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; 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><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$95,425.00</p> <p>Requesting approval by the Legislature of the Term &amp; Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$93,725.00  Prior Year Actual Amount Spent (if applicable): \$83,200.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 18098, February 4, 2013</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>The Parks and Recreation Department requires a Term and Supply Contract for the furnishing of Soft Drinks for Resale at its' Concession Operations.</p> <p>Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, Competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply contract with Two Twelve Month Extensions for the furnishing of Soft Drinks for Resale at the Parks and Recreation Department's Concession Operations to Coca Cola Bottling Company of Lenexa, Kansas, Pepsi Beverage Company of Olathe, Kansas and 7Up Snapple of Lenexa, Kansas as a proprietary purchase not available on the competitive market.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of fund for specific purchases is subject to annual appropriations.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Award Recommendation memorandum from Mr. Bob McMillin & Ms. Tina Spallo of the Parks and Recreation Department.	
REVIEW	Department Director:	Date: 1-27-14
	Finance (Budget Approval): If applicable N/A	Date: 1-29-14
	Division Manager:	Date: 1/29/14
	County Counselor's Office:	Date:



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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

# Memorandum

**To:** Cassandra Cheek  
**From:** Bob McMillin  
**Date:** 12/13/13  
**Re:** 2014 Soda Projections

Cassandra,

The projected budget numbers listed below reflect our usage for the up coming 2014 year at the golf course and marina's for sole source soda.

<b>300-1653-7032 - Beverage Marinas Projected Usage</b>					
	Coca-Cola	\$10,000			
	Pepsi	8,000			
	7 Up Bottling	12,000			
<b>300-1666-7032 - Beverage Golf Course Projected Usage</b>					
	Coca-Cola	\$20,000			
<b>300-1603-7032 - Historic Sites Projected Usage</b>					
	Coca-Cola	\$2,700			

Any questions please contact me at Ext. 38405.

Bob

**CONFIDENTIAL**

## MEMORANDUM

To: Cassandra Cheek

Through: Michele Newman, Director, Parks + Rec  
Dianne Kimzey, Deputy Director Parks + Rec

From: Tina Spallo, Superintendent Recreation

Date: December 16, 2013

Re: Soda for Resale

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In preparation for the upcoming 2014 concession season Jackson County Parks + Rec Recreation Division is submitting the following information referencing Soda for Resale TS PA18098 Coca Cola to provide resale beverages at Concessions Operations for Divisions 1654/1682. These amounts are in addition to what is submitted from the Golf Course and Marinas.

Money Budgeted for Soda for Resale in Recreation Division is \$21,000, in Budget 300-1654-57032

Money Budgeted for Soda for Resale in Adair Park Division is \$21,725.00, in Budget 300-1682-57032.

Thank you

*Tina Spallo*

Tina Spallo  
Supt, Recreation  
Jackson County Parks + Rec  
816-503-4872

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

**A RESOLUTION** awarding a thirty-six month term and supply contract with two twelve-month options to extend for the furnishing of high volume photocopier equipment lease services for use by the Office Services Section of the Finance and Purchasing Department, to Knighton Business Solutions of Overland Park, KS, under the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-SDD-1662, an existing government contract.

**RESOLUTION NO. 18390**, February 3, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Director of Finance and Purchasing recommends the award of a thirty-six month term and supply contract for the furnishing of high volume photocopier equipment lease services to Knighton Business Solutions of Overland Park, KS, under the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-SDD-1662, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of higher volume discounts offered to large entities; now therefore,

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

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18390 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

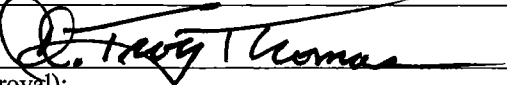
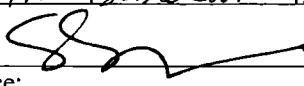
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18390

Sponsor(s): Theresa Garza Ruiz

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty-Six Month Term &amp; Supply Contract with Two Twelve Month Options to Extend for the furnishing of Copier Lease Services for the County Print Shop operated by Office Services to Knighton Business Solutions of Overland Park, KS under the Terms and Conditions set forth in the State of Texas Department of Information Resources Contract No. DIR-SDD-1662, an existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Annual Use: \$ 14,609.00</p> <p>Requesting approval by the Legislature of the Term &amp; Supply contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Estimated Total Cost for the 36 Month Contract Not to exceed: \$43,827</p> <p>Prior Year Budget (if applicable): \$29,722.00  Prior Year Actual Amount Spent (if applicable): \$26,363</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 16690, August 11, 2008</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>The County requires a Term and Supply Contract for the furnishing of Lease Copier Services for the County Print Shop operated by Office Services. The County Print Shop provides services for all County departments and brought in an estimated \$19,527 revenue in 2013.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Thirty-Six Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Copier Leasing Services for the County Print Shop operated by Office Services, from Knighton Business Solutions of Overland Park, KS under the Terms and Conditions of State of Texas, Department of Information Resources Contract No. DIR-SDD-1662, a competitively bid government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of these contracts due to the higher volume discount offered to larger entities and/or purchasing groups.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Pertinent pages of the State of Texas, Department of Information Resources Contract No. DIR-SDD-1662, and Quote from Knighton Business Solutions	
REVIEW	Department Director: 	Date: 01/24/2014
	Finance (Budget Approval): If applicable N/A Deborah Ball	Date: 1/29/14
	Division Manager: 	Date: 1/29/14
	County Counselor's Office:	Date:



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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

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## Jackson County Print Shop

\*\*\*Knighton has included pricing for WSCA and Texas DIR to satisfy the Cooperative Agreement Program similar to your current US Commodities Print Shop contract with Ricoh.

---

**Option 1** (One Big B&W machine and One Color machine – Similar to current set up

- Canon IRA 8205 (105ppm B&W) & Canon IRA C5250 (50ppm B&W/50 ppm Color)

WSCA (Western States Contract Alliance)

36 month lease: \$819.22 (Includes: Staple Finisher, Hole Punch, Paper Deck, Cassette)

~~\$76.23 (Document Insertion Unit for IRA 8205)~~

\$219.19 (Professional Puncher w/ Plastic Comb 19 Hole Punch for IRA 8205)

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**Option 2** (One Production Color machine): Canon IRA C9280 PRO (80ppm B&W/70ppm Color)

Texas DIR (Department of Information Research)

36 month lease: \$959.11 (Includes: Staple Finisher, Hole Punch, Multi-Drawer Paper Deck)

\$82.75 (Document Insertion Feeder)

\$237.90 (Professional Puncher w/ Plastic Comb 19 Hole Punch)

---

**Option 3** (One Big Color machine: Canon IRA C7270 (70ppm B&W/60ppm Color)

-This unit can not Plastic Comb 19 Hole Punch like the C9280 PRO

WSCA (Western States Contract Alliance)

36 month lease: \$413.55 (Includes: Staple Finisher, Hole Punch, Paper Deck)

\$46.81 (Document Insertion Unit)

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DIR Contract No. DIR-SDD-1662

Vendor Contract No. \_\_\_\_\_

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**CANON U.S.A., INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Canon U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at One Canon Plaza, Lake Success, New York, 11042.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-160, on August 23, 2010, for Hardware, Software and Related Services for Printers, Scanners, and Document Management. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-160 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-160, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-160, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-160, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-160, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1,

and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to those specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to those specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

**C. Customer Price**

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

Vendor Contract No. \_\_\_\_\_

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**F. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

**If sent to the State:**

Dan Contreras, Director  
ICT Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759  
Email: [dan.contreras@dir.texas.gov](mailto:dan.contreras@dir.texas.gov)

**If sent to the Vendor:**

Michelle Alicata  
Canon U.S.A., Inc.  
One Canon Plaza  
Lake Success, NY 11042  
Phone: (516) 328-5868  
Fax: (516) 328-5459  
email - [isgbidadmin@cusa.canon.com](mailto:isgbidadmin@cusa.canon.com)

**7. Software License, Service and Lease Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the **Shrink/Click-wrap License Agreement** and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the **Shrink/Click-wrap License Agreement** language from the software publisher.

**B. Master Operating Leasing Agreement**

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

**C. Master Leasing Agreement**

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

**8. Intellectual Property Matters**

**A. Definitions**

1. "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

Vendor Contract No. \_\_\_\_\_

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.



Vendor Contract No. \_\_\_\_\_

**B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

**C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

**H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor

Vendor Contract No. \_\_\_\_\_

shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

**I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

**L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

**9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

**A. Section 6, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1. Vendor Website, is hereby replaced in its entirety:**

*Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing including MSRP, percent discount and price for each model number as applicable, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology (ICT) Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.*

**DIR Contract No. DIR-SDD-1662**

**Vendor Contract No. \_\_\_\_\_**

**This Contract is executed to be effective as of the date of last signature.**

**Canon U.S.A., Inc.**

**Authorized By: signature on file**

**Name: Hiroyuki Hatta**

**Title: Senior Director, ISG**

**Date: 5/2/11**

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By: signature on file**

**Name: Cindy Reed**

**Title: Deputy Executive Director  
Operations & Statewide Technology Sourcing**

**Date: 5/5/11**

**Legal: signature on file 5/5/11**

**Canon U.S.A., Inc.**  
**DIR Contract No. DIR-SDD-1662**  
**Appendix C - Pricing Index**  
**May 2013 Amendment Number 2**

<b>Product Description</b>	<b>Customer Discount</b>
Color imageRUNNERS Machines	35.5 to 44.5%
B&W imageRUNNERS Machines	44.5 to 57.5%
imageRUNNER Accessories	39.5%
imagePRESS Color and B&W Machines	30.5 to 35.5%
imagePRESS Color Accessories	39.5%
imageRUNNER PRO	34.5%
imageRUNNER PRO Accessories	14.5%
LASER CLASS	49.5%
LASER CLASS Accessories	39.5%
Large Format	14.5%
Large Format Accessories	4.5%
Laser Beam Printers	29.5%
Software	14.5%
Fax Accessories	39.5%
ImageRUNNER Toner and Supplies	9.5%
ImagePRESS Toner and Supplies	9.5%
Fax Toner and Supplies	9.5%
Laser Beam Printers Toner and Supplies	9.5%
Large Format Toner and Supplies	4.5%
Surge Protectors	4.5%
<b>Related Services Description</b>	<b>Customer Discount</b>
Secure Erase Options, including Data Erase, Data Encryption and Mirroring, and Removable Hard Disk Drives	39.5%
Managed Document Services	34.5%
Training	16.5%
Technical/Systems Services	16.5%
Discount from Service Price Sheet (monthly base where applicable)	4.5%
Cost Per Copy	4.5%
Installation	4.5%

**Canon U.S.A., Inc.**  
**DIR Contract No. DIR-SDD-1662**  
**Appendix C - Pricing Index**  
**May 2013 Amendment Number 2**

<b>Product Description</b>	<b>Customer Discount</b>
Océ Base Units A4 Desktop Models	10-47.10%
Océ Base Unit Production Printers	10-37.72%
Océ Base Unit Continuous Feed Models	10-39.70%
Accessories	0-60.69%
Supplies	10-100%
<b>Services Description</b>	<b>Customer Discount</b>
Training/Technical Services	0-39.7%
Maintenance	0-39.7%
<b>Secure Erase Options</b>	<b>Pricing</b>
Shredding – VarioPrint Engine	\$600
Removable Disk – Vario Print Engine	\$1200
Vario Stream 800 and Color Stream Products Disk Removal	\$514

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

**A RESOLUTION** transferring \$30,150.00 within the 2014 General Fund and authorizing the County Executive to execute an Agreement with the Kansas City, Missouri School District for the furnishing of adult education and literacy services for use by the Department of Corrections, at a cost to the County not to exceed \$30,150.00.

**RESOLUTION NO. 18391**, February 3, 2014

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, the Department of Corrections desires to offer adult education and literacy instruction to incarcerated adults through the Kansas City, Missouri School District, at a cost to the County not to exceed \$30,150.00; and,

WHEREAS, statistics show that providing education and GED services to inmates will have a positive and lasting influence on individuals incarcerated at the County's Detention Center and the Regional Correctional Center; and,

WHEREAS, execution of the attached Agreement with the Kansas City, Missouri School District for the furnishing of educational services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; and,

WHEREAS, a transfer is necessary to place the necessary funds in the proper spending account; and,

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



BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2014 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	55010 – Regular Salaries	\$30,150	
001-2701	56790 – Other Contractual Srvs		\$30,150

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Agreement with the Kansas City, Missouri School District at a cost to the County not to exceed \$30,150.00; and,

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

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. 18391 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 2701 55010  
ACCOUNT TITLE: General Fund  
Corrections  
Regular Salaries  
NOT TO EXCEED: \$30,150.00

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

ACCOUNT NUMBER: 001 2701 56790  
ACCOUNT TITLE: General Fund  
Corrections  
Other Contractual Services  
NOT TO EXCEED: \$30,150.00

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18391

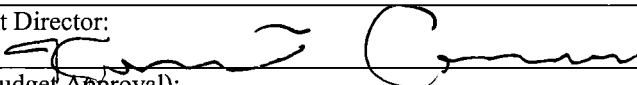
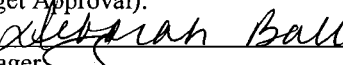

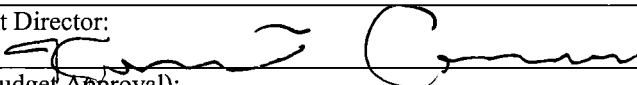
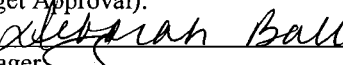

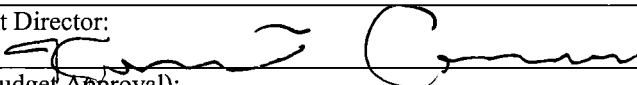
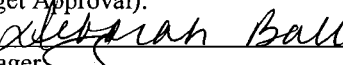

Sponsor(s): James D. Tindall

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution authorizing the County Executive to execute an intergovernmental agreement for Adult Education and Literacy Instruction at the Jackson County Department of Corrections with the Kansas City School District.</p>														
<p>BUDGET INFORMATION</p> <p><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>\$30,150</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>\$30,150</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$30,150</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>FROM ACCT \$30,150</td></tr> <tr> <td>FROM : 001-2701-55010 Regular Salaries</td><td>TO ACCT</td></tr> <tr> <td>TO: 001-2701-56790 Other Contractual Services</td><td>\$30,150</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Corrections Estimated Use: \$30,150</p> <p>Prior Year Budget (if applicable): NA          Prior Year Actual Amount Spent (if applicable): NA</p>	Amount authorized by this legislation this fiscal year:	\$30,150	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$30,150	Amount budgeted for this item * (including transfers):	\$30,150	Source of funding (name of fund) and account code number:	FROM ACCT \$30,150	FROM : 001-2701-55010 Regular Salaries	TO ACCT	TO: 001-2701-56790 Other Contractual Services	\$30,150
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FROM : 001-2701-55010 Regular Salaries	TO ACCT														
TO: 001-2701-56790 Other Contractual Services	\$30,150														
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): L. Scott, Manager of Services 816-881-4232</p>														
REQUEST SUMMARY	<p>This RLA transfers \$30,150 from the Corrections General Fund salary account to the General Fund Other Contractual Services account to fund the Corrections Adult Basic Education and GED Instructor through a contract with the Kansas City, Missouri School District. Two quarterly payments will be invoiced to the Department of Corrections in an amount not to exceed \$15,075 per quarter, and a total amount not to exceed \$30,150.00. Corrections is responsible for Instructor salary, January 1, 2014 through June 30, 2014. The Kansas City School District will resume Instructor salary payments, July 1 through Dec 31, 2014. Though Jackson County has not contributed monetarily in recent years, historically, Jackson County has contributed half, and in some years all of Instructor's salary(s) in order to provide GED classes for incarcerated adults. The KC School District budget with a fiscal year running July 1, 2013 through June 30, 2014, only funds the ABE GED Instructor at Jackson County Corrections through the 2013. This essential educational programming has aided dozens of inmates to obtain a GED inside this facility, at the State DOC or back in the community. GED programming continues to have a positive and lasting influence on inmates at the Jackson County Detention Center and Regional Correctional Center. The table below shows annual statistics for GED programming for the years 2012 and 2013. Statistics decreased in 2013 due to serious illness necessitating a four month absence of the regular GED Instructor.</p>														

YEAR	Active GED Students Daily by Mo	GED Contact Hrs Avg/Mo	Class Days Total/Yr	GED Test ADM Total/Yr	GED Test Passed Total/Yr	TABE Tests Total/Yr	Tot GED Sessions Total/Yr
2012	12	875	209	8	6	43	418
2013	10	752	159	3	3	30	318

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)												
ATTACHMENTS													
REVIEW	<table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: 1-28-14</td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>Alexandra Ball</i></td> <td></td> <td>Date: 1-29-14</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 1/29/14</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 1-28-14	Finance (Budget Approval): If applicable <i>Alexandra Ball</i>		Date: 1-29-14	Division Manager:		Date: 1/29/14	County Counselor's Office:		Date:
Department Director:		Date: 1-28-14											
Finance (Budget Approval): If applicable <i>Alexandra Ball</i>		Date: 1-29-14											
Division Manager:		Date: 1/29/14											
County Counselor's Office:		Date:											

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

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

RES # 18391[illegible]

Robertan Ball 1-29-14  
Budgeting

**REQUEST FOR ADULT EDUCATION & LITERACY INSTRUCTION**

This Request for Adult Education & Literacy Instruction (Agreement) is made and entered into by and between the Kansas City, Missouri School District (District) and Jackson County Detention Center (JCDC)

**WITNESSETH:**

Whereas, the District has agreed to provide professional educational services through its Adult Education & Literacy Department (AEL) in connection with JCDC for an educational site located at 1300 Cherry St, Kansas City, MO 64106.

Therefore, the District and the JCDC agree as follows:

1. **Instructional Services.** The District shall provide the services as specified in the attached Exhibit A.
2. **Independent Contractor.** The District shall work as an independent contractor and not as an employee of JCDC. The District shall be subject to the direction of the JCDC only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. The District shall operate its business independent of the business of JCDC, except as required by this Agreement.
3. **Appropriation of Funds.** This Agreement shall be subject to annual appropriations of funds by the District in accordance with its normal funding practices and/or the receipt of funding by the Missouri Department of Elementary and Secondary Education (DESE). In the event funds are not available in full or in part for the Program, this Agreement shall be subject to modification or termination, depending upon the extent of available funds. The District may terminate the Agreement in its entirety without penalty, if funding is not available
4. **Payment.** The District shall submit to JCDC quarterly billings for services performed under this Agreement. Billings will reflect quarterly amounts not to exceed Fifteen thousand and seventy five dollars (\$15,075.00) which will be based upon the cost of salary and fringe benefits for the period of January 1, 2014 – June, 30, 2014. Payments shall be made quarterly beginning in March 2014. The parties agree that fees under this agreement shall not exceed thirty thousand, one hundred and fifty dollars (\$30,150.00). JCDC agrees to remit payment to the District within thirty days from the date of invoice. Failure to remit any payment within said time period will constitute a breach and may, without further notice, result in immediate termination of the Agreement. The District shall be entitled to seek any available legal remedy and to collect from JCDC all costs incurred by the District as a result of said breach, including attorney's fees, costs, and expenses.

5. **Duration and Termination.** The Agreement shall be effective as of the date District signature and extend through June 30, 2014, unless terminated earlier in accordance with the terms and conditions set forth herein.
6. **Assignment.** The District agrees, in addition to all other terms and conditions herein, that it shall not assign any portion or the whole of this Agreement without the prior written consent of JCDC.
7. **Confidentiality.** The District shall not communicate, divulge, or utilize any confidential information concerning its activities, staff, volunteers, or other stakeholders, either during or after the term of this Agreement, other than in the course of its performance of services pertaining to this Agreement.
8. **Breach; Remedies for Breach.** Each party agrees to faithfully observe and perform all of the terms and conditions of this Agreement and the failure to do so shall represent and constitute a breach of this Agreement. In such event, the breaching party consents and agrees that: a) the non-breaching party may, without prior notice, immediately terminate this Agreement; and b) the non-breaching party shall be entitled to seek any available remedy and to collect from the breaching party all costs incurred as a result of said breach, including attorney's fees, costs and expenses.
9. **Severability.** If, for any reason, any provision in this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
10. **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision.
11. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or other cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
12. **No Third Party Beneficiary Rights.** Nothing in this Agreement is intended to create any rights or remedies to any third party beneficiary.
13. **Entire Agreement.** This Agreement and the attached Exhibit shall constitute the entire understanding of the parties and supersede all prior agreements, discussions, and correspondence regardless of the subject matter. Any preprinted terms and conditions on any order, invoice, or statement by either party will be of no force and effect. This Agreement, together with the attached Exhibit, may not be amended except by written document properly ratified by both parties.

IN WITNESS THEREOF, the parties have signed and executed this Agreement on the dates written below.

**KANSAS CITY, MISSOURI SCHOOL DISTRICT**

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

Name: R. Stephen Green, Ed.D.

Title: Superintendent of Schools

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

**JACKSON COUNTY DETENTION CENTER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## EXHIBIT A

### DESCRIPTION OF SERVICES

The District, through AEL, shall be responsible for the continued operation of classes at the Jackson County Detention Center for an educational site located at 1300 Cherry, Kansas City, Missouri 64106. The Program site will be designated as a full-time learning center (Center) for the purpose of upgrading program participants' basic academic skills and/or attainment of a High School Equivalency, as well as to increase their functioning level to twelve (12.9) on the Test of Adult Basic Education, the standardized achievement test.

1. The Center will operate a High School Equivalency (HSE) class, which will meet from 8:00 a.m. to 12:00 p.m. and 1:00pm – 4:00pm Monday Thru Friday.
2. Each individual student will complete an academic assessment. An individualized program of study will be prepared based on assessment results.
3. Each student will be provided a clear set of performance objectives and will be evaluated at the scheduled testing dates to determine progress and program effectiveness.
4. Each student is expected to advance a minimum of one (1) grade level for each thirty-five (35) hours of instruction provided in a subject area.
5. The AEL instructor will maintain all program and student data records in accordance with the policies and guidelines set by the District and DESE, as they pertain to adult basic education. All requests for Program reports and other related records should be forwarded to the AEL administrative office, attention AEL Director. Requests should include a detailed description of information needed and the time period for which the information is requested.
6. All students who are no longer detained at JCDC and have made outstanding progress over the fiscal year and/or pass the HSE examination will be invited to participate in the annual awards/graduation ceremony.
7. The District will provide qualified, degreed, and certified instructors as required by DESE.
8. The District agrees to continue instruction and assessment sessions upon approval of this Agreement.
9. The parties agree that the following holidays will be observed and that no classes or session hours will be conducted on such days. Dates are subject to change in accordance with the Kansas City, Missouri School District published calendar. AEL will inform JCDC of dates the holidays are observed.

#### Holidays

Martin Luther King, Jr. Day  
President's Day

Good Friday  
Memorial Day

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

**A RESOLUTION** awarding a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of geotechnical testing services for use by the Public Works Department to Kansas City Testing and Engineering of Kansas City, KS, under the terms and conditions of Request for Qualifications No. 62-13.

**RESOLUTION NO. 18392**, February 3, 2014

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Director of Public Works has solicited proposals under the terms and conditions of Request for Qualifications No. 62-13 for on-call geotechnical material testing and inspection services; and,

WHEREAS, a total of eight notifications were distributed and six responses were received and evaluated, with the three best responses as follows:

**VENDOR**

Kansas City Testing  
Kansas City, KS

PSI  
Kansas City, KS

Alpha Omega  
Kansas City, KS

and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twenty-four-month term and supply contract with two twelve-month options to extend for the furnishing of geotechnical testing services for the Public Works Department with Kansas City Testing, of Kansas City, KS, for the reason that it has submitted the lowest and best bid, as set forth in the attached recapitulation and analysis; and,

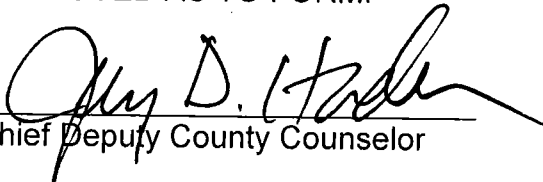
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount; now therefore,

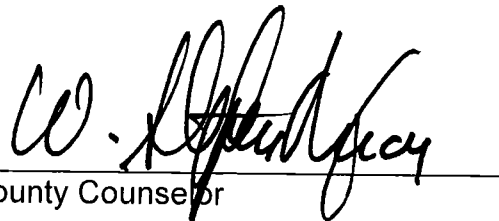
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of this award; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18392 of February 3, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

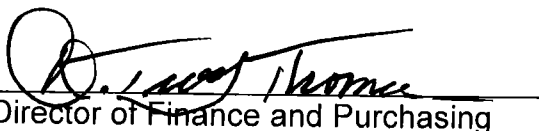
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18392

Sponsor(s): Bob Spence

Date: February 3, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of On-Call Geotechnical Engineering Services and Professional Testing Services for the Public Works Department to Kansas City Testing and Engineering of Kansas City, Kansas under the Terms and Conditions of Request for Qualifications No. 62-13.</u></p>																																			
<p>BUDGET INFORMATION</p> <p><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>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Public Works Estimated Use: \$50,000.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$50,000.00  Prior Year Actual Amount Spent (if applicable): \$42,670.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:																										
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Amount budgeted for this item * (including transfers):	\$																																			
Source of funding (name of fund) and account code number:																																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 17416, November 22, 2010</p>																																			
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																																			
REQUEST SUMMARY	<p>The Public Works Department requires a Term and Supply Contract for On-Call Geotechnical Engineering Services and Professional Testing Services. The Purchasing Department issued Request for Qualifications No. 62-13 in response to those requirements.</p> <p>A total of eight notifications were distributed and six responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Vendor and Location</th><th>Qualifications and Experience 60%</th><th>References 35%</th><th>Content 5%</th><th>Total</th></tr> </thead> <tbody> <tr> <td>Kansas City Testing, Kansas City, KS</td><td>60</td><td>35</td><td>5</td><td>100</td></tr> <tr> <td>PSI, Kansas City, KS</td><td>60</td><td>30</td><td>5</td><td>95</td></tr> <tr> <td>Alpha Omega, Kansas City, KS</td><td>60</td><td>30</td><td>5</td><td>95</td></tr> <tr> <td>Terracon, Lenexa, KS</td><td>60</td><td>29</td><td>5</td><td>94</td></tr> <tr> <td>TSI, Kansas City, KS</td><td>60</td><td>28</td><td>5</td><td>93</td></tr> <tr> <td>Geo Source, Kansas City, MO*</td><td>60</td><td>28</td><td>5</td><td>93</td></tr> </tbody> </table> <p>*Jackson County, MO Vendor</p>	Vendor and Location	Qualifications and Experience 60%	References 35%	Content 5%	Total	Kansas City Testing, Kansas City, KS	60	35	5	100	PSI, Kansas City, KS	60	30	5	95	Alpha Omega, Kansas City, KS	60	30	5	95	Terracon, Lenexa, KS	60	29	5	94	TSI, Kansas City, KS	60	28	5	93	Geo Source, Kansas City, MO*	60	28	5	93
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	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Term and Supply Contract for the furnishing of On-Call Geotechnical Engineering Services and Professional Testing Services for the Public Works Department to Kansas City Testing and Engineering of Kansas City, Kansas as the best proposal received. Kansas City Testing and Engineering has been in existence since 1894, have extensive experience with government agencies and airports, and their key employees have been with the company for over twenty years.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	<p>Abstract of Proposals Received, Recommendation Memorandum from Mr. Earl Newill, Acting Director of Public Works and the Schedule of Rates for Kansas City Testing and Engineering.</p>	
REVIEW	Department Director: <i>Earl Newill</i>	Date: <i>1-27-14</i>
	Finance (Budget Approval): <i>If applicable N/A Deborah Ball</i>	Date: <i>1-29-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>1/29/14</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

[illegible]

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: October 29, 2013 BY: [Signature]

[Signature] CLERK OF THE LEGISLATURE

Bruno Casanova

PURCHASING



## ABSTRACT OF BIDS

[illegible]

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED  
ON: October 29, 2013 BY [Signature]  
CLERK OF THE LEGISLATURE  
PURCHASING



# MEMORANDUM

TO: Barbara Casamento

FROM: Earl Newill, P.E.  
Acting Director, Public Works

DATE: December 24, 2013

RE: On-Call Geotechnical Services for Testing Services

*Earl Newill*

On October 3, 2013 a request for qualifications was issued; on October 29, 2013 bid number 62-13 was opened with six companies providing bids.

A scoring spreadsheet was created using percentages to rate each company on the following areas.

The RFQ required three categories:

5% for Responsiveness to requests for qualifications  
60% Qualification / Experience / MBE / WBE  
35% Reference

Out of the six companies Kansas City Testing & Engineering received the highest score.

After reviewing our previous testing company's prices and negotiating prices with Kansas City Testing we would like to make the recommendation that this on-call geotechnical services agreement for testing services be awarded to Kansas City Testing & Engineering, LLC.

The scoring spreadsheet is available upon request.

SELECTION COMMITTEE SCORE SHEET  
DATE: \_\_\_\_\_

NAME:

**Schedule of Rates for Geotechnical Services**  
**October 29, 2013**



**KANSAS CITY**  
 TESTING & ENGINEERING, LLC

**Mobilization:**

Drill Rig \$3.00/mile round trip	\$ 300.00 min
Support Truck \$0.75/mile round trip	\$ 50.00 min

**Boring Locations :**

Includes on-site utility meetings, delay time, site clearing	\$ 150.00 hour
--	----------------

**Drilling:**

Minimum charge per boring	\$ 80.00 min
Rock core set-up	\$ 60.00 each
ATV-surcharge	\$ 150.00 day

**Drilling Unit Rates by Depth & Sample**

	0-50'	50'-100'	100'-150'
Auger drilling, per foot	\$ 11.00	\$ 13.00	----
Thin walled tube samples, each	\$ 18.00	\$ 22.00	\$ 33.00
Penetration tests, each	\$ 17.50	\$ 22.00	\$ 34.00
Diamond(NX) core	\$ 30.00	\$ 35.00	\$ 43.00
Rock boring per/foot.(3 1/2")	\$ 27.00	\$ 29.00	\$ 30.00
Wash boring, per foot	\$ 25.00	\$ 30.00	\$ 35.00
Casing, per foot	\$ 5.00	\$ 6.00	\$ 12.00

*Samples will be retained 30 days then discarded.*

**Laboratory Testing**

Atterberg Limits	\$ 65.00 each
Standard Proctor	\$ 189.00 each
Soil Treated Proctor	\$ 209.00 each
Sieve Analysis	\$ 85.00 each
Moisture Content	\$ 10.00 each
Unconfined Compression Strength	\$ 15.00 each
Dry Unit Weight	\$ 10.00 each
Hydrometer	\$ 200.00 each
California Bearing Ratio (proctor not included)	\$ 85.00 each

**Engineering Services:**

Utility Locates	\$ 85.00 per hour
Geologist	\$ 85.00 per hour
Geotechnical Engineer	\$ 85.00 per hour
Senior Geotechnical Engineer	\$ 110.00 per hour
Engineering Technician (Asphalt, Concrete)	\$ 45.00 per hour
Senior Engineering Technician (Foundation/Masonry Observation)	\$ 50.00 per hour
NDT Structural Steel Observation (CWI)	\$ 75.00 per hour



**MICHAEL D. SANDERS**

Jackson County Executive

**EXECUTIVE ORDER NO. 14-01**

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

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

**DATE: FEBRUARY 3, 2014**

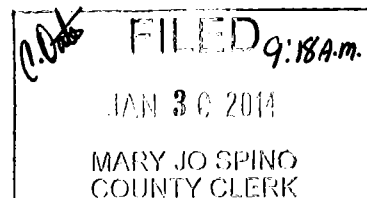
**RE: APPOINTMENT TO THE LAND BANK OF KANSAS CITY, MO**

I hereby rescind Executive Order 13-15 and make the following appointment to the Land Bank of Kansas City:

I hereby appoint Howard T. Townsend to the Land Bank of Kansas City, Missouri, for a term to expire on October 1, 2017, to fill the vacancy occasioned by the expiration of the term of Diane Burnette. A copy of Mr. Townsend's resume is attached.

Michael D. Sanders, County Executive

Date: 1/30/2014



1121 Manheim Road, KC, MO 64109  
816-753-6426 (home)  
816-506-6464 (cell)  
816-753-5333 (fax)  
cetan434@aol.com

## **Howard T. Townsend**

---

<b>Objective</b>	<b>To Support my City and Community</b>
<b>Education</b>	Bachelor of Science – Real Estate Rockhurst University, KCMO – 1987  Professional Certificate In Community Economic Development University of Missouri, KCMO – 2006
<b>Real Estate Experience</b>	<b>8/2010 – Present</b> – Retired w/Real Estate Broker's License.  6/2002 – 8/2010 - HT2 Real Estate Consultants Self employed Broker (Missouri & Kansas), recently Relocated 30 residential owners for Citadel Plaza project At 63 <sup>rd</sup> & Prospect KCMO.  11/1978 – 2/2002 – US Postal Service Washington, DC Manager, Real Estate – Managed a staff of 33 persons for The Midwest Area, which covered ten states. Responsible for acquiring all leased buildings, purchasing land and buildings, for Postal ownership and use. Worked with architects & engineers, acquiring easements. Negotiations, appraising, documenting legal status and ownerships, relocations, disposal of excess property, were normal actions. These actions included knowledge of environmental - federal/state/local issues, with an understanding and use of real estate finance.
<b>Other Experiences</b>	Past President, Squier Park Neighborhood Association Licensed Real Estate Broker – Kansas & Missouri Board Member – Neighborhood Housing Services (NHS) Attended Neighborhood Leadership training, with Certificate of Completion from KCNA – 2005

**Skills**

Negotiations – expert, Computer & Writing skills – good,  
Speak & understand some Spanish, Facilitator - good