

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

**A RESOLUTION** authorizing the County Executive to execute agreements with certain outside agencies which engage in anti-drug and anti-violent crime related activities, to provide a local match to federal, state, local, and/or private grant funds, at an aggregate cost to the County not to exceed \$[39,000.00] 14,000.00.

**RESOLUTION NO. 19496**, June 5, 2017

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19397, dated February 27, 2017, the Legislature did authorize the execution of agreements with certain outside agencies engaged in anti-drug and anti-violent crime law enforcement, treatment, and prevention activities requiring a local match to grant funds; and,

WHEREAS, additional grant match funds have been identified, and the Jackson County Drug Commission now recommends that the County Executive be authorized to execute agreements with the following outside agencies in the amounts indicated, for grant match funding:

<u>AGENCY</u>	<u>AMOUNT</u>
[Plaza Academy	\$25,000.00]
Kansas City Crime Commission	\$12,500.00
Palestine Senior Citizen Activity Center	\$1,500.00

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute agreements with these outside agencies in the respective amounts indicated, 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 agreements.

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. 19496 of June 5, 2017, was duly passed on \_\_\_\_\_, 2017 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 4405 56798  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Grant Match  
Outside Agency  
NOT TO EXCEED: \$~~[39,000.00]~~ 14,000.00

6/8/2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

This expenditure was included in the Annual Budget.

Date: May 23, 2017

[illegible]

Budget Office

6/7/17

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

**A RESOLUTION** authorizing the County Executive to execute agreements with certain outside agencies which are engaged in anti-drug and anti-violent crime treatment activities and purposes, at an aggregate cost to the County not to exceed \$~~[130,000.00]~~ 155,000.00.

**RESOLUTION NO. 19501**, June 5, 2017

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19396, dated February 27, 2017, the Legislature did authorize the execution of agreements with certain outside agencies engaged in anti-drug and anti-violent treatment activities and purposes, at an aggregate cost to the County not to exceed \$2,763,408.00; and,

WHEREAS, additional treatment funds have been identified, and the Jackson County Drug Commission now recommends that the County Executive be authorized to execute agreements with the following outside agencies in the amounts indicated, for treatment funding:

<u>AGENCY</u>	<u>AMOUNT</u>
Rediscover –	\$45,000.00
KC [Access to Recovery] <u>Assessment and Triage</u> program	
Footprints, Inc.	\$35,000.00
Journey to New Life	\$50,000.00
<u>Plaza Academy</u>	<u>\$25,000.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute agreements with these outside agencies in the respective amounts indicated, 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 agreements.

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. 19501 of June 5, 2017, was duly passed on \_\_\_\_\_, 2017 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 4404 56798  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Treatment  
Outside Agency  
NOT TO EXCEED: \$[130,000.00] 155,000.00

6/8/2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

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

RES # 19501

Budget Office 6/7/17

## 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 1.2  $\pm$  acre tract from District AG (Agricultural) to District RS (Residential Suburban).

**ORDINANCE NO. 4986**, June 12, 2017

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 "RS" (Residential Suburban) District, so that there will be transferred from District AG to District RS, a tract of land commonly known as 13013 SE Howard Street, Greenwood, MO, specifically described as follows:

**Description:** Lot 49, Trophy Estates, a subdivision in Jackson County, Missouri

Section 2. The Legislature, pursuant to the application of the Ross and Kendra Hutsell (RZ-2017-550), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL of this application after a public hearing on May 18, 2017, 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. 4986 introduced on June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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. 4986.

\_\_\_\_\_  
Date

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


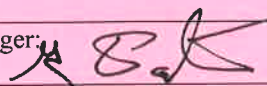
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4986

Sponsor(s): None

Date: June 12, 2017

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>Ross &amp; Kendra Hutsell - RZ-2017-550</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="310 491 1190 804"> <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	Prior ordinances and (date): Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by Randy Diehl, Administrator, Development Division, 881-4577											
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) on 1.2 ± acres to District RS (Residential Suburban). The 1.2 ± acres are described as Lot 49, Trophy Estates, in Jackson County, Missouri, aka 13013 SE Howard Street, 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 5 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: Brian D. Gaddie, P.E. Director of Public Works 	Date:										
	Finance (Budget Approval): <i>If applicable</i>	Date:										
	Division Manager: 	Date: 6/15/17										
	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 May 18, 2017

Location Map

Staff Report

Affidavit of Publication in Independence Examiner

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Pictures of Property

**RZ-2017-550**

**ATTACHMENT TO RLA 1:**

**Description:** Lot 49, Trophy Estates, a subdivision in Jackson County, Missouri

**RE: RZ-2017-550**

**Randy Diehl gave the staff report:**

**Applicant:** Ross G & Kendra Ann Hutsell

**Location:** Lot 49, Trophy Estates, Jackson County, Missouri  
aka 13013 SE Howard Street

**Area:** 1.08 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RS (Residential Suburban)

**Purpose:** Applicant is requesting the change in zoning in order to decrease the building setback requirements for future construction.

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

The zoning in the area is predominantly Agricultural. The land use within the platted subdivision is single family residences. Trophy Estates was platted in 1977 and 1979. The Zoning Order (adopted in 1960) in place at the time did not require a change in zoning for platted lots. Therefore the zoning for Trophy Estates is Agricultural.

Lots 21, 30, 36, 39, 40, 43 and 48 of Trophy Estates, have been rezoned to Residential Suburban District for the same purpose as this application.

The South side yard setback will be reduced from 30 feet to 15 feet.  
The rear yard setback will be reduced from 50 to 20 feet.  
The front yard setback will remain 75 feet and the street side yard setback will remain at 65 feet, since these setbacks were established on the recorded plat.

**County Plan:**

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

The Residential Suburban District (RS) is intended for detached single family residential use and where public services exist or could reasonably be extended to development. Trophy Estates subdivision is served by a community (package treatment) sewer system and water is provided by Lee's Summit.

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2017-550

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

Mr. Antey: *Are there any questions for Randy?*

*Is the applicant here?*

Ross Hutsell, 10313 SE Howard St

Mr. Antey: *Do you have anything to add to the report?*

Mr. Hutsell: No

Mr. Antey: *Are there any other questions for the applicant?*

Mr. Tarpley: Are you planning on building an outbuilding?

Mr. Hutsell: Yes, a garage, 30 by 48.

Mr. Tarpley: Are there similar building in the area?

Mr. Hutsell: Yes

Mr. Antey: *Is there anyone else who is in favor of this application?*

*There were none*

Mr. Antey: *Is there anyone who is opposed or has questions regarding this application?*

*There were none*

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Crawford seconded.

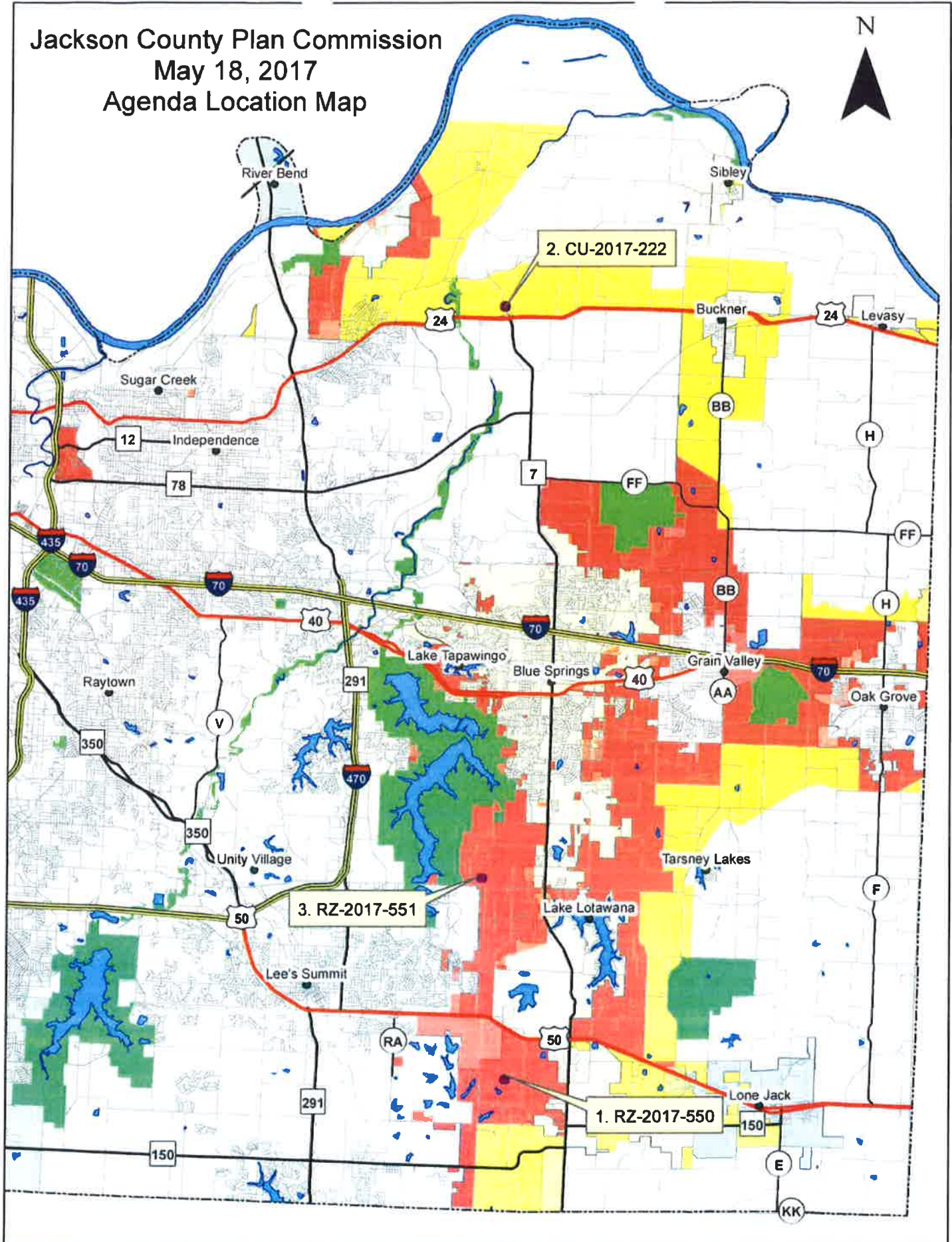
*Discussion under advisement*

Mr. Gilbert moved to approve. Mr. Haley seconded.

Mr. Tarpley	Approve
Mr. Gibler	Approve
Mr. Haley	Approve
Mr. Crawford	Approve
Chairman Antey	Approve

Motion Carried 5 – 0.

Jackson County Plan Commission  
May 18, 2017  
Agenda Location Map



**STAFF REPORT****PLAN COMMISSION****May 18, 2017****RE: RZ-2017-550****Applicant:** Ross G & Kendra Ann Hutsell**Location:** Lot 49, Trophy Estates, Jackson County, Missouri  
aka 13013 SE Howard Street**Area:** 1.08 ± acres**Request:** Change of zoning from District AG (Agricultural) to District RS  
(Residential Suburban)**Purpose:** Applicant is requesting the change in zoning in order to decrease the building setback requirements for future construction.**Current Land Use and Zoning in the Area:**

The zoning in the area is predominantly Agricultural. The land use within the platted subdivision is single family residences. Trophy Estates was platted in 1977 and 1979. The Zoning Order (adopted in 1960) in place at the time did not requirement a change in zoning for platted lots. Therefore the zoning for Trophy Estates is Agricultural.

Lots 21, 30, 36, 39, 40, 43 and 48 of Trophy Estates, have been rezoned to Residential Suburban District for the same purpose as this application.

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**County Plan:**

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

The Residential Suburban District (RS) is intended for detached single family residential use and where public services exist or could reasonably be extended to development. Trophy Estates subdivision is served by a community (package treatment) sewer system and water is provided by Lee's Summit.

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2017-550

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator



**Plan Commission  
May 18, 2017  
RZ-2017-550**

HUTTSEL KENDRA ANN  
13013 SE HOWARD  
GREENWOOD MO 64034

60-700-04-57-00-0-00-000

**Certified Mail – Return Receipt**  
**Property Owners within 185 feet**

60-700-04-55-00-0-00-000  
BYE KEVIN D & EADIE L  
25409 E 130TH TER  
GREENWOOD MO 64034

60-700-04-45-00-0-00-000  
COOK JAMES N & TRACEY L  
25304 E 130TH TER  
GREENWOOD MO 64034

60-700-04-61-00-0-00-000  
GARVER RONALD L & JULIE M  
13023 SE HOWARD RD  
GREENWOOD MO 64034

60-700-04-60-00-0-00-000  
GRAY DEBORAH  
PO BOX 92  
GREENWOOD MO 64034

71-100-01-13-00-0-00-000  
HEI CONSULTING LLC  
4241 S STONE CANYON DR  
INDEPENDENCE MO 64015

60-700-04-47-00-0-00-000  
JACOBSON KEN  
25404 E 130TH TER  
GREENWOOD MO 64034

60-700-04-46-00-0-00-000  
LATTNER DAVID & DEBRA  
25308 E 130TH TER  
GREENWOOD MO 64034

60-700-04-59-00-0-00-000  
MCELWAIN DANNY T & REBECCA S  
13016 HOWARD ST  
GREENWOOD MO 64034

60-700-04-58-00-0-00-000  
RICHARDSON MARY T  
13010 SE HOWARD ST  
GREENWOOD MO 64034

60-700-04-56-00-0-00-000  
TIDD SCOTT P & ANGELINA R  
25403 E 130TH TER  
GREENWOOD MO 64034

60-700-04-44-00-0-00-000  
WILLIAMS JOHN S & ANNE MARIE  
25301 E 130TH TER  
GREENWOOD MO 64034

**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- 2017-550

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: Ross Hutsell
- Current Mailing Address: 13013 SE Howard Rd
- Phone: 816 616 3107 email: rosshutsell@yahoo.com
- b. Legal Owner of Property: Ross Hutsell & Kendra Hutsell
- Current Mailing Address: 13013 SE Howard Rd
- Phone: 816 616 3107 email: rosshutsell@yahoo.com
- c. Agent(s) Name: \_\_\_\_\_
- Address: N/A
- Phone: \_\_\_\_\_ email: \_\_\_\_\_

- d. Applicant's interest in Property: owner
2. General location (Road Name) SE corner Howard Rd & 130 terrace
3. Present Zoning AG Requested Zoning RES SUBURBAN
4. AREA (sq. ft. / acres) ±/- 1 acre
5. Legal Description of Property: (Write Below or provide copy of deed and survey)  
Lot 49, Trophy Estates Jackson County MO
6. Present Use of Property: Residential
7. Proposed Use of Property: Residential with shop
8. Proposed Time Schedule for Development: AS soon as possible
9. What effect will your proposed development have on the surrounding properties?  
none
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 Provider N/A
- b. Sewage disposal: Onsite Waste Water \_\_\_ Public Sewer \_\_\_
- c. Electricity \_\_\_
- d. Fire and Police protection \_\_\_
12. Describe existing road width and condition: N/A
13. What effect will proposed development have on existing road and traffic

conditions? \_\_\_\_\_

N/A

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? \_\_\_\_\_

N/A

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

The LEGAL OWNER(s) of the property must be signatory to this application. If the owner is also the applicant then only the Property Owner portion needs to be filled out. Applications will not be accepted to move forward without the proper signatories.

Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

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

Property Owner(s)

Paul Russell  
Kent Russell

Date

2-23-2017

2-23-2017

STATE OF Missouri

COUNTY OF Jackson

On this 23 day of February, in the year of 2017, before me  
the undersigned notary public, personally appeared \_\_\_\_\_

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

Amy Keister

Commission Expires

4-15-2019



AMY KEISTER  
My Commission Expires  
April 15, 2019  
Jackson County  
Commission #15634850

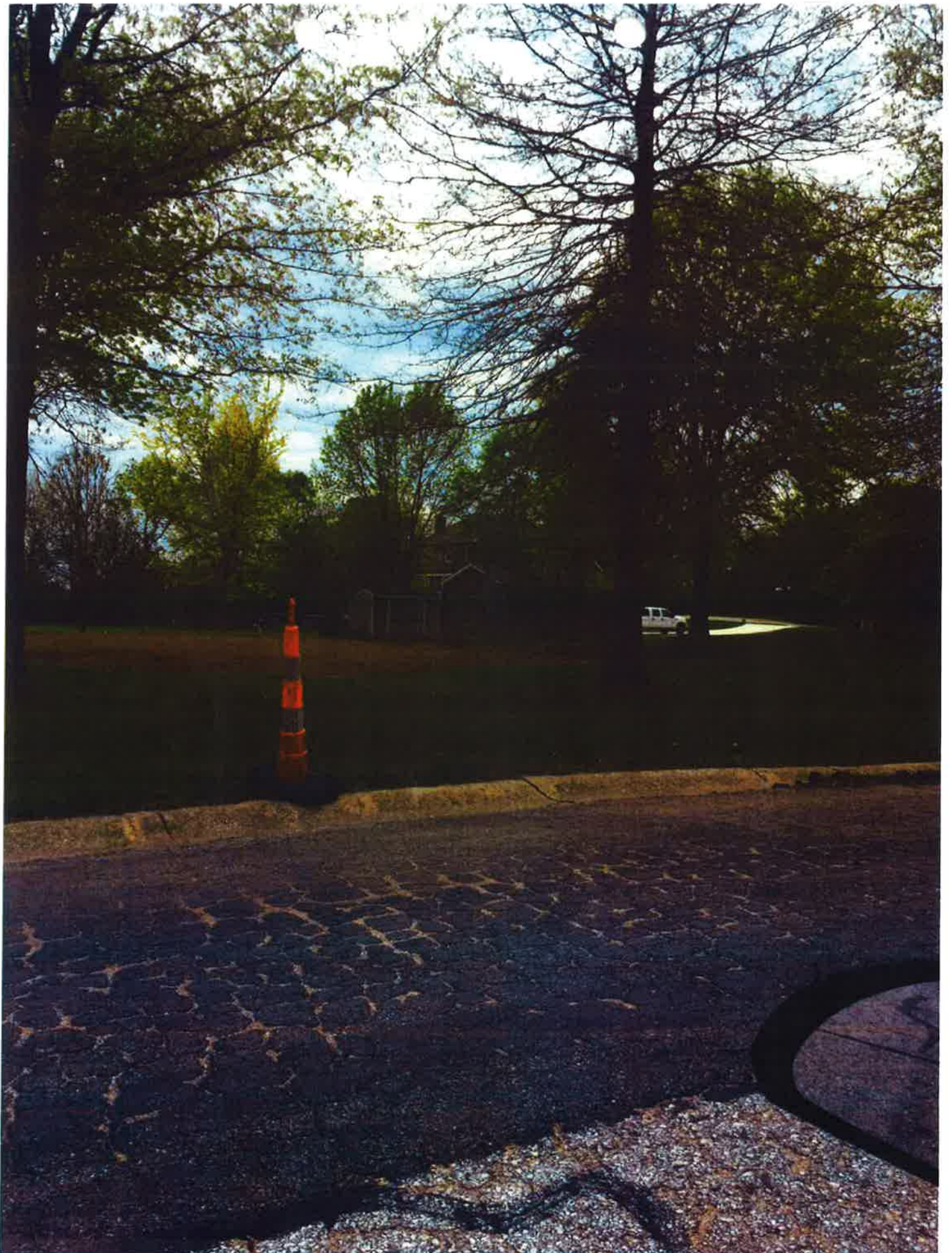


1 inch = 55 feet



1 inch = 55 feet







## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** renewing a conditional use permit (CUP) in District AG (Agricultural) for a period of twenty years for a monopole communication tower subject to specified conditions, as to a .15 ± acre tract.

**ORDINANCE NO. 4987**, June 12, 2017

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

Section 1. A conditional use permit is hereby renewed for a period of twenty years for a monopole communication tower, as to an approximate .15 ± acre tract of land commonly known as 2120 N. Twyman Road, Independence, MO, and specifically described as follows:

**Description:** An 80 foot by 80 foot Tower Parcel, situated in the Northeast Quarter of the Northeast Quarter of Section 23, Township 50 North, Range 31, West in Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest Corner of the said Northeast Quarter of the Northeast Quarter (Fid. Axle); thence along the West line of said Quarter Quarter, South 00 degrees, 04 minutes, 16 seconds West, a distance of 145.08 feet; thence leaving said West line, North 90 degrees, 00, minutes, 00 seconds East, a distance of 310.48 feet to the Point of Beginning; thence continuing North 90 degrees, 00, minutes, 00 seconds East, a distance of 80.00 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 80 feet; thence North 90 degrees, 00, minutes, 00 seconds West, a distance of 80.00 feet; thence North 00 degrees, 00 minutes, 00 seconds West, a distance of 80 feet to the point of Beginning. Containing 6,400 square feet (.015 acres).

Section 2. The conditional use permit for a period of twenty years renewed by this Ordinance is subject to the following conditions:

1. The commercial communication lattice tower shall not exceed a height of 160 feet as measured from ground level.

2. The lattice tower and appurtenance shall be installed according to manufacturer's specifications using sound engineering and safety practices.
3. The lattice tower shall be structurally designed so that at least four (4) other wireless co locators would be allowed space on the tower.
4. The lattice tower shall be galvanized finish or painted gray or light blue unless other standards are required by the Federal Aviation Agency.
5. The lattice tower shall only be illuminated if required by the Federal Communication Commission and/or the Federal Aviation Agency.
6. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna/tower or property owner shall remove the antenna or tower within 90 days.

Section 3. The Legislature, pursuant to the application of Crown Castle (CU-2017-222), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL of this application in a public hearing on May 18, 2017, 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. 4987 introduced on June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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. 4987.

\_\_\_\_\_  
Date

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



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4987

Sponsor(s): None

Date: June 12, 2017

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>Conditional Use Permit – Crown Castle CU-2017-222</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="293 495 1174 806"> <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> 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: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):		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, Administrator, Development Division, 881-4577											
REQUEST SUMMARY	Requesting a renewal of a Conditional Use for a 160 foot monopole communication tower in District AG (Agricultural), subject to conditions, on 6,400 square feet (0.15 ± acres). The 6,400 square feet are located in Section 23, Township 50, Range 31, Jackson County, Missouri, at 2100 N. Twyman Road (tower address: 2120 N. Twyman Road), in Jackson County, Missouri, and specifically described on Attachment to RLA-1. The Jackson County Plan Commission on May 18, 2017 held a public hearing and accepted testimony pertaining to the Conditional Use Permit. There was no opposition to the request for the Conditional Use Permit. This request conforms to the general intent and purpose of the Unified Development Code. Therefore, the Plan Commission voted 5 to 0 to recommend <u>APPROVAL</u> provided the following conditions are met (see attachment RLA-2)											
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-3											
REVIEW	Department Director: Brian D. Gaddie, P.E. Director of Public Works   Finance (Budget Approval): <i>If applicable</i> Division Manager: 	Date:   Date:  Date: 6/5/17										

	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.

**ATTACHMENT TO RLA-3:**

Attachments

Plan Commission Public Hearing Summary from May 18, 2017

Location Map

Staff Report

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Pictures of Property

Conditional Use Permit CU-2017-017

RSMO 67.5094.1

Letters regarding illumination and painting from FAA

**CU-2017-222**

**ATTACHMENT TO RLA 1:**

**Description:**

An 80 foot by 80 foot Tower Parcel, situated in the Northeast Quarter of the Northeast Quarter of Section 23, Township 50 North, Range 31, West in Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest Corner of the said Northeast Quarter of the Northeast Quarter (Fid. Axle); thence along the West line of said Quarter Quarter, South 00 degrees, 04 minutes, 16 seconds West, a distance of 145.08 feet; thence leaving said West line, North 90 degrees, 00, minutes, 00 seconds East, a distance of 310.48 feet to the Point of Beginning; thence continuing North 90 degrees, 00, minutes, 00 seconds East, a distance of 80.00 feet; thence South 00 degrees, 00 minutes, 00 seconds East, a distance of 80 feet; thence North 90 degrees, 00, minutes, 00 seconds West, a distance of 80.00 feet; thence North 00 degrees, 00 minutes, 00 seconds West, a distance of 80 feet to the point of Beginning. Containing 6,400 square feet (.015 acres).

**ATTACHMENT TO RLA-2**

Conditional Use Permit for a with the following Conditions:

1. The commercial communication lattice tower shall not exceed a height of 160 feet as measured from ground level.
2. The lattice tower and appurtenance shall be installed according to manufacturer's specifications using sound engineering and safety practices.
3. The lattice tower shall be structurally designed so that at least four (4) other wireless co locators would be allowed space on the tower.
4. The lattice tower shall be galvanized finish or painted gray or light blue unless other standards are required by the Federal Aviation Agency.
5. The lattice tower shall only be illuminated if required by the Federal Communication Commission and/or the Federal Aviation Agency.
6. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna/tower or property owner shall remove the antenna or tower within 90 days.

**RE: CU-2017-222**

**Randy Diehl gave the staff report:**

**Applicant:** Crown Castle  
One City Place Drive, Suite 490  
St. Louis, MO 63141

**Property Owners:** Henderson Michael J  
5234 Granny White Trace  
Nashville TN 37220-1713

Nancy D Greer  
20527 W 95th Street  
Lenexa, KS 66220

William H Greer  
3621 Longmorn  
Longview, TX 75604

**Location:** Section 23, Township, 50, Range 31, Jackson County, Missouri,  
aka 2100 N. Twyman Road (tower address 2120 N. Twyman Road).

**Area:** 6,400± square feet (0.15 acres)

**Request:** A renewal of a Conditional Use Permit for a 160 monopole commercial  
communication tower.

**Zoning Classification:** District GB (General Business)

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

The zoning in the north and west is Agricultural and has sparse  
residential tracts. The land use to the south is also residential but is  
zoned LB, Local Business. The land use to the east to Fort Osage High  
School Complex and is zoned AG, Agricultural.

**Comments:** This is a renewal of CU-1997-017. Ordinance 2655 was adopted by the  
Jackson County legislature, May 12, 1997. The permit was for a period of  
20 years subject to 9 conditions.

**County Plan:** The County Plan Development Diagram illustrates this area within the  
Suburban Development Tier (SDT).

Recommendation:

Staff recommends APPROVAL of CU-2017-222 subject to the following conditions:

Conditions:

1. The commercial communication lattice tower shall not exceed a height of 180 feet as measured from ground level.
2. The lattice tower and appurtenances shall be installed according to manufacturer's specifications using sound engineering and safety practices.
3. The lattice tower shall be structurally designed so that at least three (3) other wireless co locators would be allowed space on the tower.
4. The lattice tower shall be galvanized finish or painted gray or light blue unless other standards are required by the Federal Aviation Agency.
5. The lattice tower shall only be illuminated if required by the Federal Communication Commission and/or the Federal Aviation Agency.
6. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna/tower or property owner shall remove the antenna or tower within 90 days.

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

Mr. Antey: *Are there any questions for Randy?*

Mr. Haley: what is the threshold for the FAA regarding lights?

Mr. Diehl: 200 feet or higher requires a beacon.

*Is the applicant here?*

Curtis Holland, with Polsinelli Law Firm representing Crown Castle.

Mr. Antey: *Do you have anything to add to the report?*

Mr. Holland: We are in agreement with the stipulations and are here to answer any questions.

Mr. Antey: *Are there any other questions for the applicant?*

*There were none*

Mr. Antey: *Is there anyone else who is in favor of this application?*

*There were none*

Mr. Antey: *Is there anyone who is opposed or has questions regarding this application?*

William Bohnert, Jr. 2423 N Twyman Road, I've been a neighbor of the tower for 20 years. I was at the last hearing. I feel they haven't been a good neighbor. There isn't a fence around the property. This allows individuals to cross in front of the tower and enter the property to the west and set up targets to shoot. There's no fencing at the road for this facility. We were promised it would be screened with trees. There are no trees on the South side. It's supposed to be painted gray, however it's painted red and white. There's a proliferation of antennas on top. There's supposed to be collaboration with the School District. I wanted to know if any of these issues would be addressed.

Mr. Antey: As for the security issue, the application is only for 6,400 square feet, which is the fenced in area of the compound. The whole parcel of land wouldn't be secured, just the facility.

Mr. Tarpley: What is the size of the lot outside the fenced area?

Mr. Bohnert: The parcel is about 5 acres in size.

Mr. Tarpley: What would you recommend to satisfy your concerns?

Mr. Bohnert: There's no security at the road to stop people from going across to hunt or shoot at targets.

Mr. Antey: So if the tower wasn't there, there would be no hunting or shooting?

Mr. Bohnert: If there was a gate at the road.

Mr. Antey: If the land was vacant and didn't have a gate? How does the proposed use of the property, that small usage, how would that influence someone coming onto the property? Wherever there is not a gate. I understand your concern with firearms in the proximity of the school, I don't know if the cell tower or its facilities have any bearing on that.

Mr. Bohnert: Trespassers go right through the gate at the cell tower.

Mr. Tarpley: Is that a legal range or just people shooting?

Mr. Bohnert: That property has changed hands, I do have pictures of tracts through the property.

Mr. Haley: Has anyone talked to the Sheriff's Office about that?

Mr. Bohnert: My brother thought that someone fired past their house reported it to the Sheriff's Office.

Mr. Crawford: How often does this happen?

Mr. Bohnert: Not as frequently as before.

Mr. Crawford: Do believe this driveway would be here if it wasn't for the cell tower?

Mr. Bohnert: There's no reason for it to be there.

Mr. Crawford: Is there any other access to the property?

Mr. Bohnert: There's no fence, so someone could just drive across it.

Mr. Crawford: So the only reason for the driveway is for the cell tower?

Mr. Bohnert: It was originally access to the property. There was a house there a long time ago.

Mr. Crawford: Where is your property?

Mr. Bohnert: I have property to the north, the family farm. My sister lives north on the tower. I live about a quarter mile on the east side of the road.

Mr. Tarpley: Which direction are the people shooting?

Mr. Bohnert: To the north.

Mr. Tarpley: Are they setting up targets?

Mr. Bohnert: They set them up.

Mr. Haley: It sounds more like a law enforcement issue.

Mr. Antey: *Is there anyone who has questions regarding this application?*

Mr. Antey: I have a couple of questions for the applicant's representative and also for Randy. The color of the tower, is it required?

Mr. Diehl: I believe it is a requirement of either the FCC or FAA.

Mr. Antey: Is the color required by the FAA.

Mr. Holland: Normally when a tower is marked like this, it is a requirement by the FAA. There is a rule that if it's over 200 feet, it needs to be lit. In certain cases, towers would need to be painted. I can't answer the question of why it's painted red and white. I will have to find out the answer to that. My assumption is that, it's required by the FAA for other reasoning. In cases of being near an airport, the rules would be more restrictive. It

may be required for those types of reasons. I will find out from my client, why it is painted these colors. They did not initially build the tower, they acquired it. With regards to the access, I think your comments were to the point. We only control the small compound area. We don't control the remainder of the parent parcel. To the extent that this is happening, we have no control other than that, it's a separate issue with the land owner. That people travelling across the property and shooting guns, has no relationship with the tower being there. That would be a law enforcement issue.

Mr. Crawford: I understand that this small parcel outlined in blue is what we are talking about, who maintains the driveway?

Mr. Holland: The driveway serves the facility and is maintained by Crown Castle pursuant to the easement.

Mr. Crawford: Without a gate, I can see where this gentleman is coming from.

Mr. Holland: If I heard right, there are people traveling across the property, outside of our fenced and secured area. I don't if they are driving or walking across the property. It's not normal for us to provide a fence or gate at the property entrance. I don't know how a gate without a fence would stop anybody from crossing over it. We do gate and secure the compound area. All our equipment is within that fenced area. We are concerned with people having access with our facility and we don't have this issue here. What happens on the remainder of the property is something we can control. The focus here today is whether or not the conditions of the permit are being met. I believe we are in compliance with the conditions set forth. There is a continuing need for the facility, it serves its purpose and provides wireless service. Most people now have some sort of device that require antennas. You can't, under law, regulate the kind of antennas, or how many or added. Those are technological issues regulated by the FCC, and federal law doesn't along local jurisdictions to delve into those questions or issues. This is no different than the hundreds of thousands of towers all over the county. The antennas are no different than anywhere else.

Mr. Tarpley: Are there are general maintenance requirements?

Mr. Holland: In most cases we would rather not have it painted because of the maintenance. We would typically use a galvanized pole, which doesn't require the maintenance or the coloring. We prefer not to paint them, unless required to do so. These are unmanned facilities, however they do receive regular maintenance by technicians for adjustments, additions and changes as respect to the equipment. There is always upgrades, equipment changes and improvements.

Mr. Haley: Item 4 states that it will be painted.

Mr. Antey: The FAA would supersede any requirements and I suspect that is the case.

Mr. Holland: I will ask my client for any information regarding the paint.

Mr. Crawford: Mr. Bohnert, if the driveway wasn't there, is there a ditch that prevent people from crossing over?

Mr. Bohnert: It would be a deterrent, unless you had a four wheel drive or ATV.

Mr. Crawford: Are there any trees that would prevent someone from crossing?

Mr. Bohnert: There are some.

Mr. Crawford: Would you be opposed to putting a gate on the driveway?

Mr. Holland: I can't answer that question without speaking to my client. I think it's speculation to attribute trespassing on the parent parcel and the areas outside the portion outside of our control and the driveway to the facility. We have a non-exclusive easement to use the driveway. Yes, we maintain it. Again, I would need to check with my client to see there is a true reason to add a gate. I'm not sure how effective that would be from stopping people from using it. If people want to cross the property and shoot they'll find a way.

Mr. Tarpley: I would like to address to Counsel. Isn't there a liability if someone puts up a gate? A property owner could be liable if someone hits it of a chain?

Mr. Haden: Anyone can sue anyone for anything. A gate that just blocks a road where the access is to step around it, I question there would be any liability over that. All it's doing is preventing a vehicle from getting in there. I'm thinking that Mr. Hollands client doesn't have the right to put a gate up there.

Mr. Tarpley: My point exactly. Mr. Bohnert should approach the land owner, the applicant only has control over a very small portion of the land.

Mr. Haden: The applicant has an easement and an agreement to maintain it. I doubt the agreement has the right to instill a gate.

Mr. Holland: It's non-exclusive, and putting a up gate would make it exclusive.

Mr. Antey: I would like see if there is anyone who would like to testify.

Mr. Tarpley: I would like to ask (Mr. Bohnert), have you talked to the owner of the property?

Mr. Bohnert: The owners a live out of state.

Mr. Tarpley: Do think a gate would keep people from crossing the property?

Mr. Bohnert: Personally, yes

Mr. Tarpley: The problem is that the applicant doesn't control the property.

Mr. Antey: That's the issued that I have, if the property owner quit using this and the tower was removed, and now there's an empty tract of land. The owner used it for access for a tractor, he probably wouldn't have a gate. The trespass wouldn't cease due to the cell tower being gone.

Mr. Holland: By law the owner has a right to have access onto the property. Whether a gate exists or not, that won't stop people from accessing it. I believe the solution for the trespass is law enforcement.

Mr. Antey: Is there any new evidence. We've discussed the paint, the gate and the activity going on across it.

Mr. Bohnert: I would like to mention that the original plan was to be a silver colored tower with no light on it. Why do we have a distraction of a light close to my sister's home. The flashing lights causes sleeping problems.

Mr. Antey: I think that's an avenue we need to address within the conditions of this permit. The color should be grey Unless required by the FAA. If that's the reason, I can't imagine the applicant taking it upon themselves to paint it red and white and put a beacon on the top of it. Let's spend the extra money to do that. If we find that there is no justification from the FAA, then it's out of compliance with these conditions.

Mr. Haden: Randy are those conditions within the current permit?

Mr. Diehl: Yes

Mr. Antey: Are there any more questions for the applicant?

Mr. Crawford: I move we take this under advisement.

Mr. Gibler: I second

Mr. Haden: I suggest that if you are requiring any additional information from the applicant, you want to keep it open for the additional evidence.

Mr. Holland: I agree with the Chairman, that more than likely the paint and beacon exist due to FAA requirements, and if not, then it should be painted and the beacon disabled.

Mr. Antey: Hold on, we have a motion and a second on the floor. We need to approve that or not and go back into the public hearing.

Mr. Crawford: I still would like to go into advisement.

Mr. Antey: All in favor of going into advisement?

All : Aye, no Nay

Mr. Antey: I think we have all the conditions in place. If it's found that the tower shouldn't be painted, then that's an enforcement issue. As for the gate, it's a right to have easy access. And I think that just because there's a small facility on it, doesn't have anything to do with the fact that people are accessing the property illegally. I don't think that a secured gate makes a difference. They'll find a way to get on there.

Mr. Haley: The conditions hold, I'm happy.

Mr. Crawford: I do agree. There's two issues, the paint on the tower and the driveway.  
Mr. Chairman, I move to come out of advisement.

Mr. Tarpley: I second

Mr. Antey: All in favor of coming out of advisement?

All : Aye, no Nay

Mr. Antey: Are there any additional questions?

Mr. Tarpley: Jay, do you think the maintenance requirements are covered under the six conditions?

Mr. Haden: I would think that Mr. Holland will check with his client and advise staff.

Mr. Holland: We'll have an answer to this by the next meeting. I believe that both the paint and light would have been required by the FAA, otherwise the tower would not have been painted and the light installed.

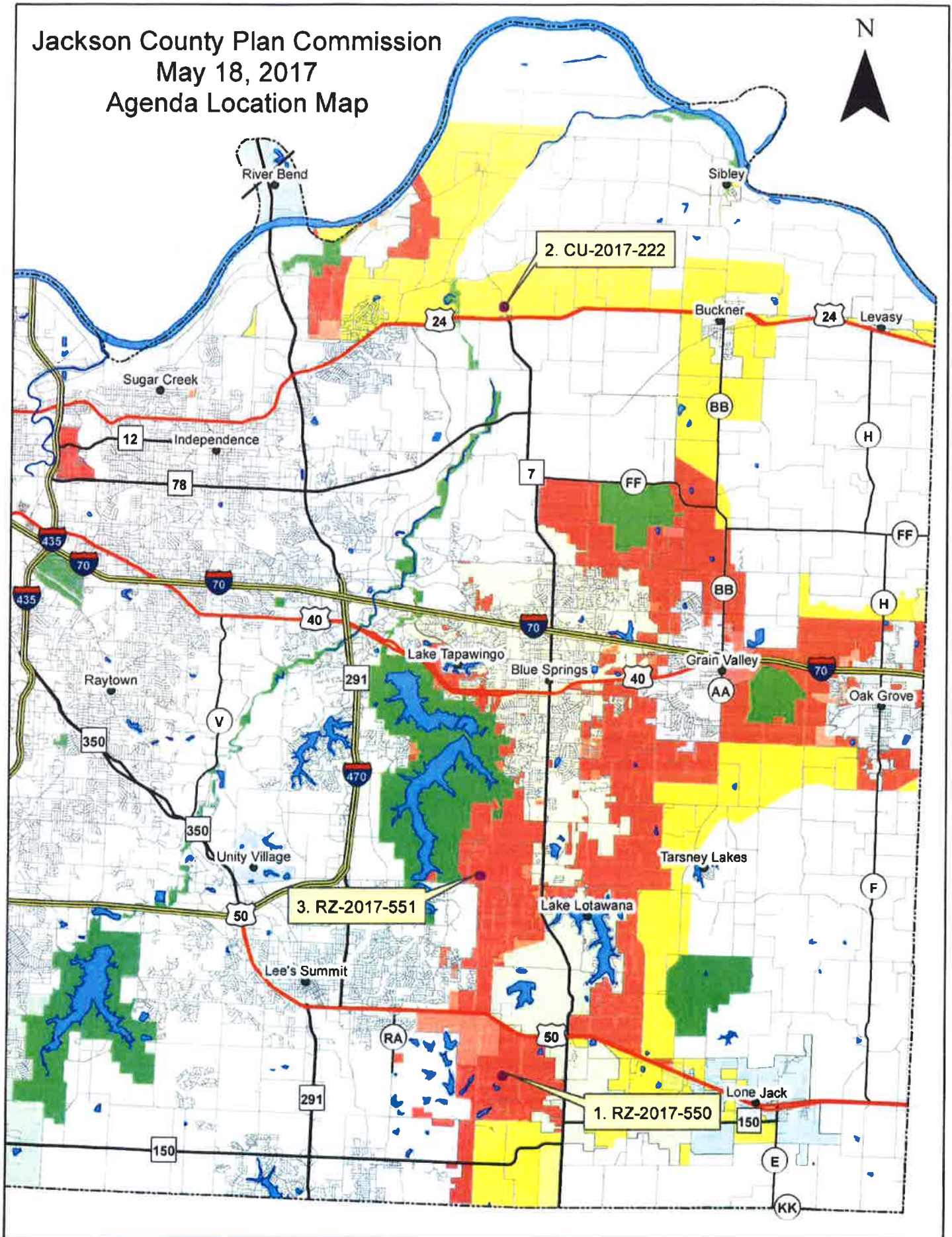
Mr. Tarpley: I move we approve with the six conditions as recommended by staff.

Mr. Haley: Second

Mr. Tarpley	Approve
Mr. Gibler	Approve
Mr. Haley	Approve
Mr. Crawford	Approve
Chairman Antey	Approve

Motion Carried 5 – 0.

Jackson County Plan Commission  
May 18, 2017  
Agenda Location Map



**STAFF REPORT**

**PLAN COMMISSION  
May 18, 2017**

**RE: CU-2017-222**

**Applicant:** Crown Castle  
One City Place Drive, Suite 490  
St. Louis, MO 63141

**Property Owners:** Henderson Michael J  
5234 Granny White Trace  
Nashville TN 37220-1713

Nancy D Greer  
20527 W 95th Street  
Lenexa, KS 66220

William H Greer  
3621 Longmorn  
Longview, TX 75604

**Location:** Section 23, Township, 50, Range 31, Jackson County, Missouri,  
aka 2100 N. Twyman Road (tower address 2120 N. Twyman Road).

**Area:** 6,400± square feet (0.15 acres)

**Request:** A renewal of a Conditional Use Permit for a period of 20 years for a 160  
monopole commercial communication tower.

**Zoning Classification:** District GB (General Business)

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

The zoning in the north and west is Agricultural and has sparse  
residential tracts. The land use to the south is also residential but is  
zoned LB, Local Business. The land use to the east to Fort Osage High  
School Complex and is zoned AG, Agricultural.

**Comments:** This is a renewal of CU-1997-017. Ordinance 2655 was adopted by the  
Jackson County legislature, May 12, 1997. The permit was for a period of  
20 years subject to 9 conditions.

**County Plan:**

The County Plan Development Diagram illustrates this area within the  
Suburban Development Tier (SDT).

**Recommendation:**

Staff recommends APPROVAL of CU-2017-222 for a period of twenty (20) years subject to the following conditions:

**Conditions:**

1. The commercial communication lattice tower shall not exceed a height of 180 feet as measured from ground level.
2. The lattice tower and appurtenances shall be installed according to manufacturer's specifications using sound engineering and safety practices.
3. The lattice tower shall be structurally designed so that at least three (3) other wireless co locators would be allowed space on the tower.
4. The lattice tower shall be galvanized finish or painted gray or light blue unless other standards are required by the Federal Aviation Agency.
5. The lattice tower shall only be illuminated if required by the Federal Communication Commission and/or the Federal Aviation Agency.
6. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna/tower or property owner shall remove the antenna or tower within 90 days.

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

CU-2017-222  
Crown Castle

Legend

300' Notification Area  
Request

N TWYMAN RD

INDIAN WAY

W US 24 TO M 7 HWY

M 7 HWY TO E US 24

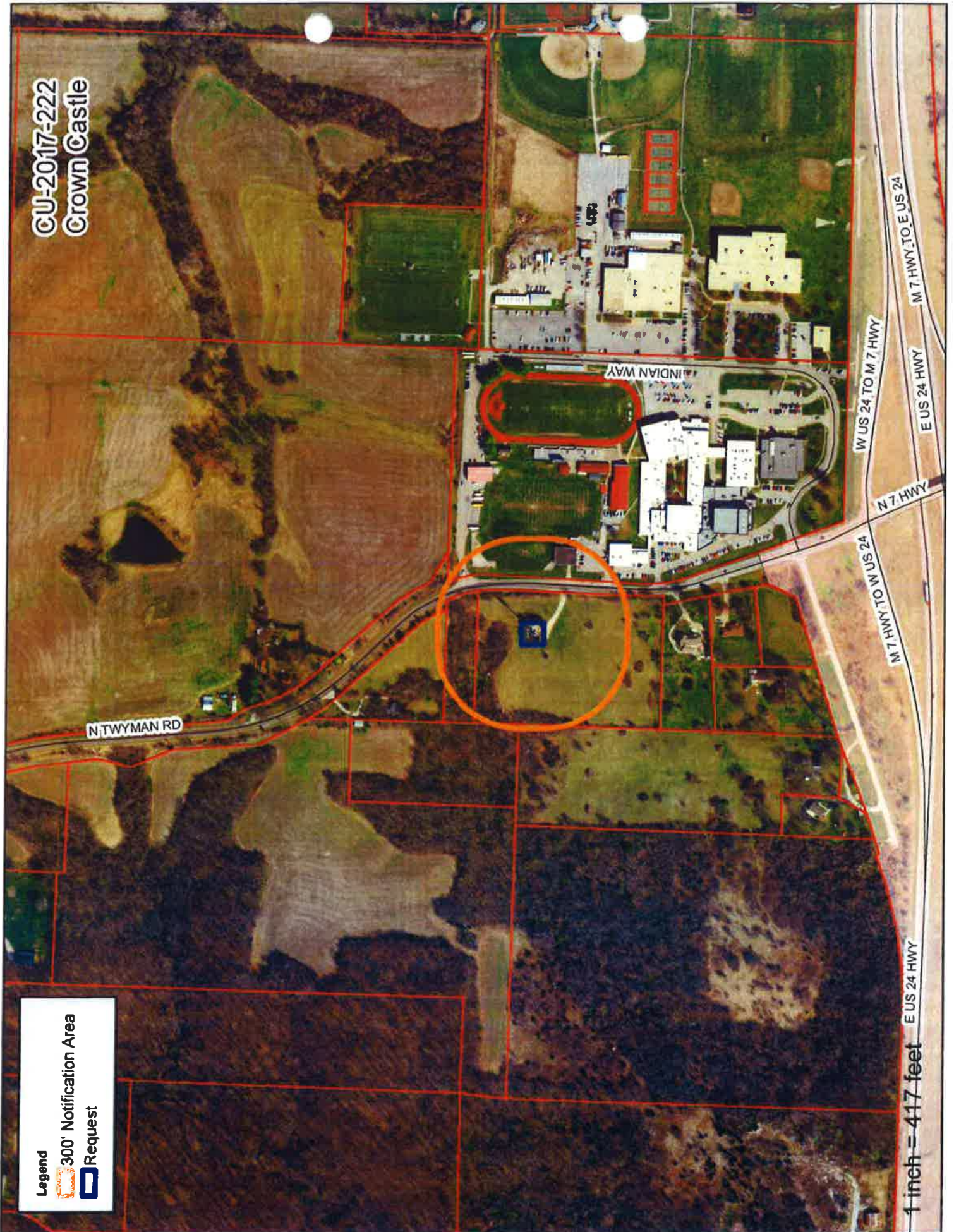
E US 24 HWY

N 7 HWY

M 7 HWY TO W US 24

E US 24 HWY

1 inch = 417 feet



**JACKSON COUNTY, MISSOURI  
CONDITIONAL USE PERMIT APPLICATION**

---

**APPLICANT INFORMATION:**

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, MO 64050 by the deadline on the Plan Commission Calendar.
  2. Application must be typed or printed in a legible manner.
  3. A scaled map of the property, correlating with the legal description, and clearly showing the property's location must accompany application. Refer to Section 24003.22, pertaining to Site Plan Review within the Unified Development Code.
  4. 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.
  5. The filing fee \$350.00 (non-refundable) must accompany application.  
(Check payable to: Manager of Finance)
- 

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

Conditional Use Permit Number CU- 2017- 222

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 _____

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**BEGIN APPLICATION HERE:**

1. Data on Applicant(s) and Owner(s):
  - a. Applicant(s) Name: Darci Grimmer  
 Address: one City Place Drive, Suite 490  
St. Louis mo 63141  
 Phone: (314) 513-0145
  - b. Owner(s) Name: Crown Castle  
 Address: 2000 Corporate Drive, Canonsburg PA 15317  
 Phone: (724) 416-2000
  - c. Agent(s) Name:   /

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

d. Applicant's interest in Property: Representative for owner

2. A CONDITIONAL USE PERMIT IS HEREBY REQUESTED for the following described use: 160 foot monopole commercial communication tower for a period of 20 years; property described as follows: a tract of land 6,400 square feet/acres in size located at 2100 North Twyman Road.

Present Zoning District Jackson County

3. Legal Description of Property: (Write Below or Attached 9) -See attached Survey-

80'x80' tower parcel, situated in the NE Quarter of the NE Quarter of Section 23, Township 50 North, Range 31 West in Jackson County, Missouri

4. Present Use of Property: telecommunication tower for carriers

5. Proposed Use of Property: Same as above

6. Estimated Time Schedule for Development: Site developed. CUP Renewal

7. What effect will your proposed development have on the surrounding properties?  
No additional effect
8. 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
9. Describe the source/method which provides the following services, and what effect the development will have on same: existing services.
- a. Water N/A
  - b. Sewage disposal N/A
  - c. Electricity KCP&L
  - d. Heating N/A
  - e. Fire and Police protection Local - City of Independence  
fire - 950 N. Spring  
police - 203 N. Memorial Drive
10. Describe existing road width and condition: 20' wide Access & Utility Easement  
10' on each side of road.
11. What effect will proposed development have on existing road and traffic conditions? existing service, no additional effect
12. Are any state, federal, or other public agencies approvals or permits required for the proposed development? existing N/A  
 If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): N/A

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)

Darci Summer on  
Behalf of Crown Castle

March 8, 2017

Applicant(s):

Darci Summer

March 8 2017

Contract Purchaser(s):

STATE OF Missouri  
COUNTY OF St. Louis

On this 8th day of March, in the year of 2017, before me  
the undersigned notary public, personally appeared Darci Summer

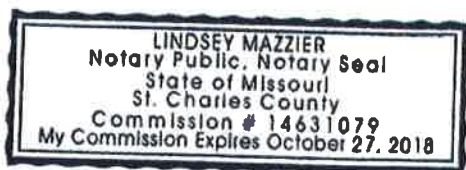
known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public

[Signature]

Commission Expires Oct 27, 2018



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)

Nancy D. Greer  
Nancy D. GREER

4/6/2017

Applicant(s):

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

Contract Purchaser(s):

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

STATE OF

KANSAS

COUNTY OF

Johnson

On this 6<sup>th</sup> day of April, in the year of 2017, before me  
 the undersigned notary public, personally appeared Nancy D. Greer

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

Quinn A. Boh

Commission Expires

7-15-18

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)

Michael J. HeaApril 4, 2017

Applicant(s):

Contract Purchaser(s):

STATE OF

Tennessee

COUNTY OF

Davidson

On this 4th day of April, in the year of 2017, before me  
the undersigned notary public, personally appeared Michael Henderson

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

Angela Schmidt

Commission Expires

11-5-19

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)

William H Greer  
Patricia M. Greer

4/10/17  
4/10/17

Applicant(s):

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

Contract Purchaser(s):

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

STATE OF

Texas

COUNTY OF

Gregg

On this 10 day of April, in the year of 2017, before me the undersigned notary public, personally appeared William H Greer  
Patricia M Greer

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

Erin Beamer

Commission Expires

1/3/18



CU-2017-222  
Crown Castle

N TWYMAN RD

1 inch = 99 feet

Legend

Request





Existing CUP  
1997**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

AN ORDINANCE approving a conditional use permit for the construction of a 160-foot monopole commercial communication tower.

**ORDINANCE 2655, April 8, 1997**

**INTRODUCED BY** Dennis Waits, County Legislator

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

Section 1. A conditional use permit for 20 years for the construction of a 160-foot monopole commercial communication tower, subject to restrictions attached, under the Unified Development Code, is hereby approved as to a certain tract of land described as follows:

A 4 ± acre tract generally located north of US Highway 24 on the west side of Twyman Road and more specifically,

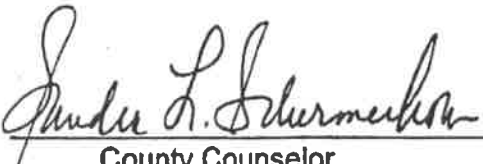
Commencing at the southwest corner of the north one-half of the northeast quarter of the northeast quarter of Section 23, Township 50, Range 31, Jackson County, Missouri; thence N 02°02'21" E along the west line of the northeast quarter of the northeast quarter of said Section 23, a distance of 278.38 feet to a point; thence S 87°57'39" E, perpendicular to the last described course, a distance of 60.00 feet to the Point of Beginning; thence N 02°02'21" E, parallel to the west line of the northeast quarter of the northeast quarter of said Section 23, a distance of 400.00 feet to a point; thence S 87°57'39" E, a distance of 439.31 feet to a point in the centerline of Twyman Road as now established; thence S 02°03'55" W, along the centerline of said Twyman Road, a distance of 400.00 feet to a point; thence N 87°57'39" W, perpendicular to the west line of the northeast quarter of the northeast quarter of said Section 23, a distance of 439.12 feet to the point of beginning, and containing 175,686.15 square feet, more or less.

Section 2. The Legislature, pursuant to the application of Sprint PCS (CU-97-017), requesting approval embodied in this ordinance and with notice that the Jackson County Planning Commission favorably recommended approval of this application in a public hearing on March 20, 1997, 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:



  
County Counselor

I hereby certify that the attached Ordinance, Ordinance #2655 introduced on April 8, 1997, was duly passed on May 12, 1997 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

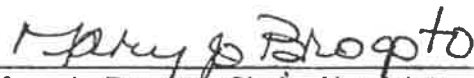
Nays 0

Abstaining 0

Absent 0

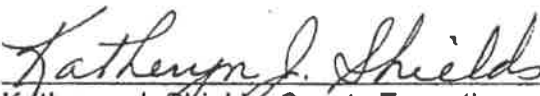
This Ordinance is hereby transmitted to the County Executive for her signature.

5.13.97  
Date

  
Mary Jo Brogato, Clerk of Legislature

I hereby approve the attached Ordinance #2655.

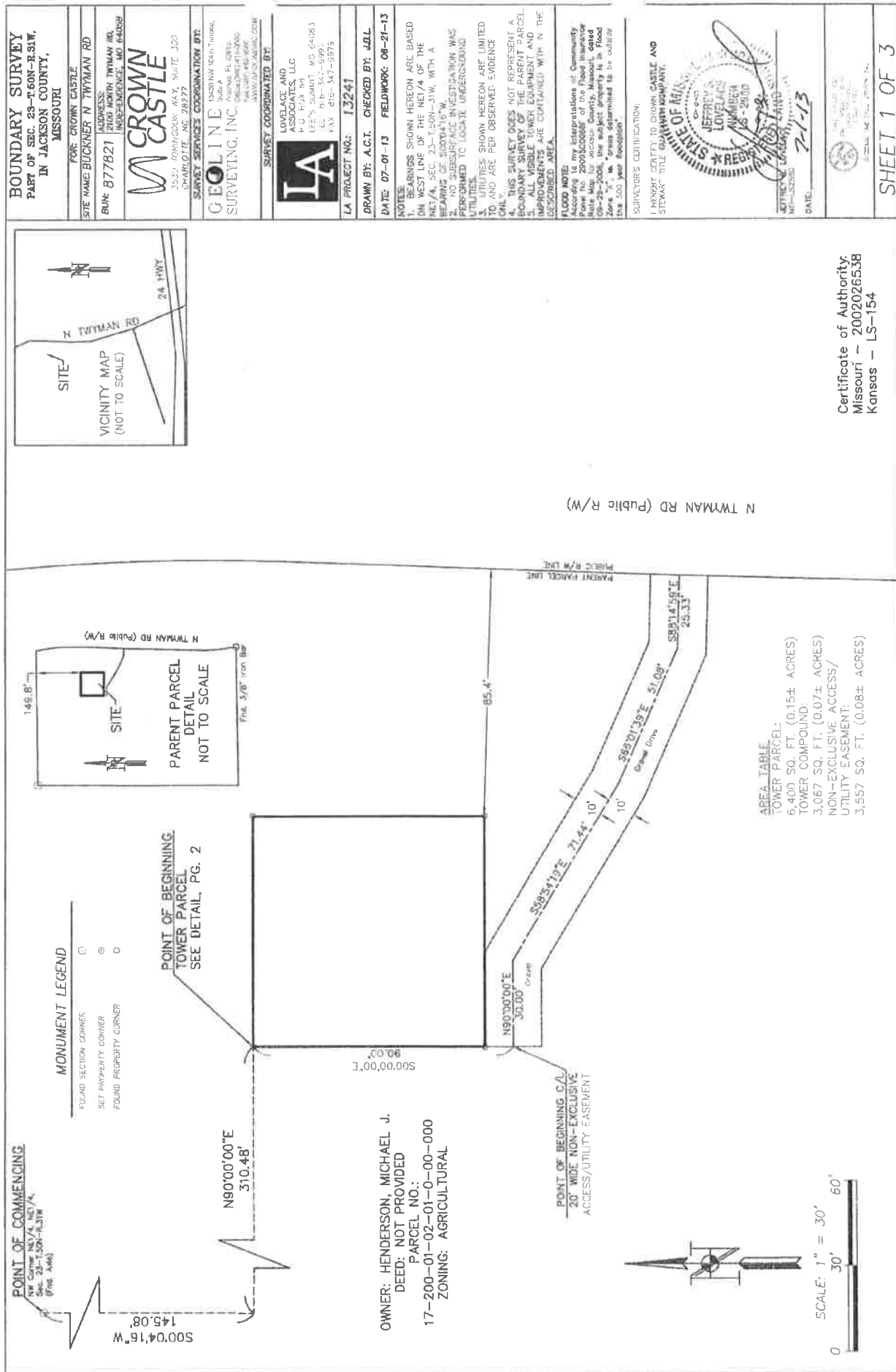
5-19-97  
Date

  
Katheryn J. Shields, County Executive

**ATTACHMENT TO RLA  
CU-97-017 (SPRINT PCS)**

A CUP for a Twenty (20) year period subject to:

1. The commercial communication monopole shall not exceed a height of 160 feet as measured from ground level.
2. The monopole and appurtenances shall be installed according to manufacturers specifications using sound engineering and safety practices.
3. The building permit application shall include an engineering report specifying the following information:
  - (a) Detailed Structural plans for the monopole tower signed and sealed by a Missouri Registered Engineer; and
  - (b) An engineer's certification that anticipated levels of electro magnetic radiation to be generated by facilities on the site, including the effective radiated power (ERP) or the antenna, shall be within the guidelines established by the Federal Communication Commission (FCC).
4. An evergreen pine with a minimum three inches caliber at three feet (3') above the grade shall be planted on 10 foot centers along the perimeter of the chain link fence for the tower compound area.
5. A Notice of Proposed Construction or Alteration of Objects that may effect the Navigable Airspace must be filed with the Federal Aviation Agency (FAA). Information regarding the disposition of the FAA Notice will be submitted subsequent to application for a building permit.
6. The monopole tower shall be structurally designed so that at least three users would be allowed space on the tower. The applicant shall make a good faith effort to offer space to the Jackson County Sheriff's Department and Fort Osage School District. The County Legislature shall have the right to revoke the conditional use permit if such offering is not made.
7. The monopole tower shall be a galvanized finish or painted gray or light blue unless other standards are required by the Federal Aviation Agency.
8. The monopole tower shall only be illuminated as required by the Federal Communications Commission and/or the Federal Aviation Agency.
9. Any antenna or monopole that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such antenna/tower or property owner shall remove the antenna or tower within 90 days.



OWNER: HENDERSON, MICHAEL J.  
 DEED: NOT PROVIDED  
 PARCEL NO.: 17-200-01-02-01-0-00-000  
 ZONING: AGRICULTURAL

AS-BUILT SURVEY  
 PART OF SEC. 23-T50N-E31W,  
 IN JACKSON COUNTY,  
 MISSOURI

FOR: CROWN CASTLE  
 SITE NAME: BUCKNER N TWYMAN RD  
 ADDRESS: 2100 NORTH TWYMAN RD,  
 INDEPENDENCE, MO 64601  
 BUN: 877821  
 CROWN CASTLE  
 3570 TOWNSHIP WAY, SUITE 100  
 CHARLOTTE, NC 28273  
 SURVEY SERVICES COORDINATED BY:  
 GEOLINE, INC.  
 13400 NW 10th Terrace,  
 ALPHARETTA, GEORGIA 30004  
 PHONE: 404-486-0000  
 WWW.GEOLINE.COM  
 SURVEY COORDINATED BY:  
 LOVE AND ASSOCIATES, LLC  
 P.O. BOX 68,  
 LEE'S SUMMIT, MO 64083  
 TEL: 816-377-0997  
 FAX: 816-377-0973  
 LA PROJECT NO.: 13241  
 DRAWN BY: A.C.T. CHECKED BY: JILL  
 DATE: 07-01-13 FIELDWORK: 06-21-13

NOTES:  
 1. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF THE NE 1/4 OF THE NE 1/4, SEC. 23-T50N-E31W, WITH A BEARING OF S00D41B°W.  
 2. NO SUBSURFACE INVESTIGATION WAS CONDUCTED TO LOCATE UNDERGROUND UTILITIES.  
 3. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.  
 4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.  
 5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.  
 FLOOD NOTE:  
 According to my interpretation of Community Flood Insurance Policy Information Map No. 09-23-2006, the subject property is in Flood Zone "X", i.e., "area determined to be outside the 500 year floodplain".

SURVEYOR'S CERTIFICATION:  
 I, HENRY B. LOVE, do hereby certify that I am a duly Licensed Professional Surveyor in the State of Missouri, License No. 1521850.  
 JEFFREY R. LOVE  
 LICENSE NUMBER 1521850  
 MISSOURI  
 REGISTERED LAND SURVEYOR  
 DATE: 7-1-13  
 HENRY B. LOVE  
 MISSOURI  
 LICENSE NO. 1521850

LEGEND  
 POWER POLE  
 TELEPHONE PEDESTAL  
 TELEPHONE VAULT  
 FIBER OPTIC MARKER  
 GATE POST  
 EXISTING MONOPOLE TOWER  
 FENCE  
 OVERHEAD POWER LINE  
 MONUMENT LEGEND  
 FOUND SECTION CORNER  
 SET PROPERTY CORNER  
 FOUND PROPERTY CORNER

0 30' 60'  
 SCALE: 1" = 30'

POINT OF BEGINNING  
 TOWER PARCEL





## Missouri Revised Statutes

Chapter 67  
Political Subdivisions, Miscellaneous Powers~~67.5092~~

## Section 67.5094.1

~~67.5096~~

August 28, 2016

**Prohibited acts by authority.**

67.5094. In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, **an authority shall not:**

- (1) Require an applicant to submit information about, or evaluate an applicant's business decisions with respect to its designed service, customer demand for service, or quality of its service to or from a particular area or site;
- (2) Evaluate an application based on the availability of other potential locations for the placement of wireless support structures or wireless facilities, including without limitation the option to collocate instead of construct a new wireless support structure or for substantial modifications of a support structure, or vice versa; provided, however, that solely with respect to an application for a new wireless support structure, an authority may require an applicant to state in such applicant's application that it conducted an analysis of available collocation opportunities on existing wireless towers within the same search ring defined by the applicant, solely for the purpose of confirming that an applicant undertook such an analysis; for collocation to any certified historic structure as defined in section ~~253.545~~, in addition to all other applicable time requirements, there shall be a thirty-day time period before approval of an application. During such time period, an authority shall hold one or more public hearings on collocation to a certified historic structure;
- (3) Dictate the type of wireless facilities, infrastructure or technology to be used by the applicant, including, but not limited to, requiring an applicant to construct a distributed antenna system in lieu of constructing a new wireless support structure;
- (4) Require the removal of existing wireless support structures or wireless facilities, wherever located, as a condition for approval of an application;
- (5) With respect to radio frequency emissions, impose environmental testing, sampling, or monitoring requirements or other compliance measures on wireless facilities that are categorically excluded under the Federal Communication Commission's rules for radio frequency emissions under 47 CFR 1.1307(b)(1) or other applicable federal law, as the same may be amended or supplemented;
- (6) Establish or enforce regulations or procedures for RF signal strength or the adequacy of service quality;
- (7) Establish or enforce regulations or procedures for environmental safety for any wireless communications facility that is inconsistent with or in excess of those required by OET Bulletin 65, entitled Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields, Edition 97-01, released August, 1997, and Supplement A: Additional Information for Radio and Television Broadcast Stations;
- (8) In conformance with 47 U.S.C. Section 332(c)(7)(b)(4), reject an application, in whole or in part, based on perceived or alleged environmental effects of radio frequency emissions;
- (9) Impose any restrictions with respect to objects in navigable airspace that are greater than or in conflict with the restrictions imposed by the Federal Aviation Administration;
- (10) Prohibit the placement of emergency power systems that comply with federal and state environmental requirements;
- (11) Charge an application fee, consulting fee, or other fee associated with the submission, review, processing, and approval of an application that is not required for similar types of commercial development within the authority's jurisdiction. Fees imposed by an authority for or directly by a third-party entity providing review or technical consultation to the authority must be based on actual, direct, and reasonable administrative costs incurred for the review, processing, and approval of an application. Except when mutually agreeable to the applicant and the authority, total charges and fees shall not exceed five hundred dollars for a collocation application or one thousand five hundred dollars for an application for a new wireless support structure or for a substantial modification of a wireless support structure. Notwithstanding the foregoing, in no event shall an authority or any third-party entity include within its charges any travel expenses incurred in a third-party's review of an application and in no event shall an applicant be required to pay or reimburse an authority for consultation or other third-party fees based on a contingency or result-based arrangement;
- (12) Impose surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused facilities can be removed unless the authority imposes similar requirements on other permits for other types of commercial development or land uses;
- (13) Condition the approval of an application on the applicant's agreement to provide space on or near the wireless support structure for authority or local governmental services at less than the market rate for space or to provide other services via the structure or facilities at less than the market rate for such services;
- (14) Limit the duration of the approval of an application;
- (15) Discriminate or create a preference on the basis of the ownership, including ownership by the authority, of any property, structure, or tower when promulgating rules or procedures for siting wireless facilities or for evaluating applications;
- (16) Impose any requirements or obligations regarding the presentation or appearance of facilities, including, but not limited to, those relating to the kind or type of materials used and those relating to arranging, screening, or landscaping of facilities if such regulations or obligations are unreasonable;
- (17) Impose any requirements that an applicant purchase, subscribe to, use, or employ facilities, networks, or services owned, provided, or operated by an authority, in whole or in part, or by any entity in which an authority has a competitive, economic, financial, governance, or other interest;
- (18) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the authority in connection with the authority's exercise of its police power-based regulations; or
- (19) Condition or require the approval of an application based on the applicant's agreement to permit any wireless facilities provided or operated, in whole or in part, by an authority or by any entity in which an authority has a competitive, economic, financial, governance, or other interest, to be placed at or collocated with the applicant's wireless support structure.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

HENDERSON (250-9)

Federal Aviation Administration  
ATTN: ACE-530  
401 E. 12th Street, Room 1601  
Kansas City, MO 64106

IN REPLY REFER TO  
**AERONAUTICAL STUDY**  
**NO. 97-ACE-0458-OE**

### DETERMINATION OF NO HAZARD TO AIR NAVIGATION

<b>SPONSOR</b>	David Hinton (Site #KC03XC250-9) c/o WirelessCo, L.P. dba Sprint PCS 8001 College Boulevard, Suite 100 Overland Park, KS 66210		<b>CONSTRUCTION LOCATION</b>	
			PLACE NAME	
			Independence, MO	
			LATITUDE	LONGITUDE
			39°08'24.4"	94°17'34.4"
<b>CONSTRUCTION PROPOSED</b>	<b>DESCRIPTION</b>	Antenna Tower Freq. & ERP: 1930-1945 MHz @ 400 watts	HEIGHT (IN FEET)	
			ABOVE GROUND	ABOVE MSL
			158 feet	1068 feet

An aeronautical study of the proposed construction described above has been completed under the provisions of Part 77 of the Federal Aviation Regulations. Based on the study, it is found that the construction would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the construction would not be a hazard to air navigation provided the following conditions are met:

Conditions:

See attached Narrative, paragraph 6a and 6b, "Conditions."

Supplemental notice of construction is required any time the project is abandoned (use the enclosed FAA form), or

- ☐ At least 48 hours before the start of construction (use the enclosed FAA form).  
☒ Within five days after the construction reaches its greatest height (use the enclosed FAA Form).

This determination expires on April 8, 1998, unless:

- (a) extended, revised or terminated by the issuing office;  
 (b) the construction is subject to the licensing authority of the Federal Communications Commission and an application for a construction permit is made to the FCC on or before the above expiration date. In such case the determination expires on the date prescribed by the FCC for completion of construction, or on the date the FCC denies the application.

**NOTE:** Request for extension of the effective period of this determination must be postmarked or delivered to the issuing office at least 15 days prior to the expiration date.

This determination is subject to review if an interested party files a petition on or before September 28, 1997. In the event a petition for review is filed, it should be submitted in triplicate to the Manager, Airspace and Rules Division, ATA-400, Federal Aviation Administration, Washington, D.C. 20591, and contains a full statement of the basis upon which it is made.

This determination becomes final on October 8, 1997, unless a petition for review is timely filed. In which case the determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review.

An account of the study findings, aeronautical objections, if any, registered with the FAA during the study, and the basis for the FAA's decision in this matter will be found on the following page(s).

If the structure is subject to the licensing authority of the FCC, a copy of this determination will be sent to that Agency.

This determination, issued in accordance with FAA Part 77, concerns the effect of this proposal on the safe and efficient use of the navigable airspace by aircraft and does not relieve the sponsor of any compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

SIGNED

Jack L. Skelton

ISSUED IN

Kansas City, Missouri

TITLE Manager, Airspace Branch

ON August 29, 1997

**AERONAUTICAL STUDY NO. 97-ACE-0458-OE**  
**Independence, Missouri**

No impact. Plans-on-file for new public-use airports or aeronautical facilities in the area were reviewed. Independence/E. Jackson Co. Airport is a planned airport.

- e. The cumulative impact resulting from the proposed construction or alteration of a structure, when combined with the impact of other existing or proposed structures, follows:

The effect of the proposal when combined with other towers is not considered to be significant.

**4. CIRCULARIZATION AND COMMENTS RECEIVED**

The proposal was circularized June 3, 1997, to all known aviation interests and to non-aeronautical interests that may be affected by the proposal. No responses objecting to the proposal were received.

**5. DETERMINATION - NO HAZARD**

It is determined the proposed construction would have no substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft.

**6. CONDITIONS**

- a. The obstruction be appropriately lighted and monitored in accordance with FAA Advisory Circular 70/7460-1J, effective 1/1/96, "Obstruction Marking and Lighting," Chapters 3, 4, 5, and 13. The circular is available free of charge from the Department of Transportation, Subsequent Distribution Section, M-494.3, 400 7th Street SW, Washington, DC 20590.
- b. Within five days after the structure reaches its greatest height, **A SURVEY IS REQUIRED.** The survey must be expressed in geodetic latitude/longitude to the nearest hundredth of a second with an accuracy not to exceed plus or minus 15 feet horizontally. Height information must give site elevation and overall completed height of the object and be expressed to the nearest tenth of a foot with an accuracy not to exceed plus or minus 3 feet vertically. The spheroid basis of origin (NAD 83) must be specified. The certification of an approved surveyor is required with his seal on the document. This can best be accomplished in letter form providing the above information is included.

**7. LIMITATIONS**

This determination does not include temporary construction equipment such as cranes, derricks, etc., which may be used during the actual construction phase of this proposal. Such equipment, which has a height greater than the proposed structure and a height which would



Federal Aviation Administration  
Central Regional Office  
901 Locust Street ACE-520-  
Kansas City, MO 64106

Aeronautical Study No.  
2002-ACE-74-OE  
Prior Study No.  
97-ACE-0458-OE

Issued Date: 2/21/2002

GRANT SOLOMON, REGULATORY  
VERIZON WIRELESS  
ONE VERIZON PLACE GA3B1REG  
ALPHARETTA, GA 30004-8511

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower
Location:	INDEPENDENCE, MO
Latitude:	39-8-24.4 NAD 83
Longitude:	94-17-34.4
Heights:	158 feet above ground level (AGL) 1068 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure should continue to be marked and/or lighted utilizing paint/red lights.

See attachment for additional condition(s) or information.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

This aeronautical study included evaluation of a 158 foot AGL structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect this existing height and the most current coordinates/elevation as indicated in the above description.

If we can be of further assistance, please contact our office at (816)329-2524.  
On any future correspondence concerning this matter, please refer to  
Aeronautical Study Number 2002-ACE-74-OE.

Signature Control No: 70769-75619

(EBO)

Brenda S. Mumper  
Specialist

Attachment(s)  
Additional Information  
Frequency Data

cc: NACO w/map

**Additional Information for ASN 2002-ACE-74-OE**

**Aeronautical Study No. 2002-ACE-74-OE**

The existing structure is identified as exceeding FAA Obstruction Standards as follows as applied to the planned Independence/East Jackson County Airport in Independence, MO:

A height exceeding the horizontal surface (150 ft. above airport elevation within a radius of 10,000 ft.); exceeds by 186 ft.

The proposal is to side-mount an antenna on an existing tower that was previously studied under Aeronautical Study No. 97-ACE-0458-OE. The antenna will not increase the height of the existing structure; therefore, the proposal will not have substantial adverse effect and will not be a hazard to air navigation.

Frequency Data for ASN 2002-ACE-74-0E

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
870	891	MHz	500	W



Federal Aviation Administration  
Central Regional Office  
901 Locust Street-ACE-520  
Kansas City, MO 64106

Aeronautical Study No.  
2005-ACE-2045-OE  
Prior Study No.  
2002-ACE-74-OE

Issued Date: 09/16/2005

Kristen Lutz  
Sprint Spectrum, L.P. (KL)  
1 International Blvd. Ste. 800  
Mahwah, NJ 07495

**\*\* MARKING & LIGHTING RECOMMENDATION \*\***

The Federal Aviation Administration has completed an evaluation of your request concerning:

Structure:	Lighting Study
Location:	INDEPENDENCE, MO
Latitude:	39-8-24.4 NAD 83
Longitude:	94-17-34.4
Heights:	158.0 feet above ground level (AGL) 1068 feet above mean sea level (AMSL)

Based on this evaluation, we are unable to accommodate your request.

This evaluation concerns the effect of the marking and/or lighting changes on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (816) 329-2524. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ACE-2045-OE.

Signature Control No: 431501-405468

(M&L)

Brenda S. Mumper  
Specialist

Attachment(s)  
Frequency Data

## Form 7460-1 for ASN: 2005-ACE-2045-OE

## Overview

Study (ASN): 2005-ACE-2045-OE

Prior Study: 2002-ACE-74-OE

Status: Determined

Letters: Determination   
Marking & Lighting 

Received Date: 07/29/2005

Entered Date: 07/29/2005

Completion Date: 09/16/2005

Expiration Date:

Map: View Map

## Sponsor Information

Sponsor: Sprint Spectrum, L.P. (KL)

Attention Of: Kristen Lutz

Address: 1 International Blvd. Ste. 800

Address2:

City: Mahwah

State: NJ

Postal Code: 07495

Country: USA

Phone: (201)684-4296

Fax: (201)684-4223

## Sponsor's Representative Information

Representative:

Attention Of: Kristen Lutz

Address: 1 International Blvd Suite 800

Address2:

City: Mahwah

State: NJ

Postal Code: 07495

Country: US

Phone: 201-684-4297

Fax: 201-684-4297

## Construction Info

Notice Of: Existing

Duration: Permanent (Months: 0 Days: 0)

Work Schedule:

Date Built:

## Structure Summary

Structure Type: Lighting Study

Other Description: KC03XC250

NACG Number:

FCC Number:

## Structure Details

Latitude (NAD 83): 39° 08' 24.40" N

Longitude (NAD 83): 94° 17' 34.40" W

Datum: NAD 83

Accuracy:

Marking/Lighting: None

Other Description:

Name: KC03XC250

City: INDEPENDENCE

State: MO

Nearest Airport: MM01

Distance to Structure: 10953 feet

On Airport: No

Direction to Structure: 141.36

Description of Location: INDEPENDENCE, MO

Description of Proposal: RE-FILING FAA TO REQUEST  
OMMISSION OF MARKING &  
LIGHTING.

## Height and Elevation

	Proposed	DNE	DET
Site Elevation:	910		
Structure Height:	158	0	158
Total Height (ASML):	1068	0	1068

## Frequencies

Low Freq	High Freq	Unit	ERP	Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Plan Commission  
May 18, 2017  
CU-2017-222

**Ord. 4987**

CROWN CASTLE  
ONE CITY PLACE DRIVE, STE 490  
ST LOUIS MO 63141

17-200-01-02-01-0-00-000

Owners      MICHAEL J HENDERSON  
5234 GRANNY WHITE TRACE  
NASHVILLE TN 3722

17-200-01-14-00-0-00-000

Owners      NANCY GREER  
20527 W 95<sup>TH</sup> STREET  
LENEXA KS 66220

Owners      WILLIAM GREER  
3621 LONGMORN  
LONGVIEW TX 75604

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

09-800-04-08-00-0-00-000  
DE BARONI INGUANEZ MARCEL  
2212 N TWYMAN RD  
INDEPENDENCE MO 64058

09-800-04-04-02-0-00-000  
DE BARONI INGUANEZ MARCEL

17-200-01-01-00-0-00-000  
FORT OSAGE SCHOOL DIST R-1  
2101 N TWYMAN ROAD  
INDEPENDENCE MO 64058

17-200-01-14-00-0-00-000  
GREGORY DANIEL S & CAROL S  
23910 E 24 HWY  
INDEPENDENCE MO 64056

## 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 1.1 ± acre tract from District AG (Agricultural) to District RS (Residential Suburban).

**ORDINANCE NO. 4988**, June 12, 2017

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

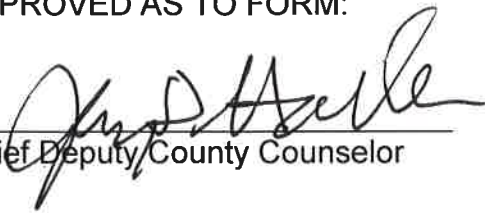
Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RS" (Residential Suburban) District, so that there will be transferred from District AG to District RS, a tract of land commonly known as 9311 S. Cyclone Lane, Lee's Summit, MO, specifically described as follows:

**Description:** Lot 25, Colborn & Cyclone Road Estates 2ns Plat, a subdivision in Jackson County, Missouri

Section 2. The Legislature, pursuant to the application of the Mark and Cynthia Cline (RZ-2017-551), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL of this application after a public hearing on May 18, 2017, 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. 4988 introduced on June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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. 4988.

\_\_\_\_\_  
Date

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







# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4988

Sponsor(s): None

Date: June 12, 2017

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Mark C &amp; Cynthia G Cline - RZ-2017-551</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> <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><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	<p>FROM ACCT</p> <p>TO ACCT</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	<p>FROM ACCT</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by Randy Diehl, Administrator, Development Division, 881-4577</p>										
REQUEST SUMMARY	<p>Requesting a change of zoning from District AG (Agricultural) on 1.1 ± acres to District RS (Residential Suburban). The 1.1 ± acres are described as Lot 25, Colborn &amp; Cyclone Road Estates 2<sup>nd</sup> Plat, in Jackson County, Missouri, aka 9311 S Cyclone Lane, and specifically described on Attachment to RLA-1.</p> <p>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.</p> <p>The Jackson County Plan Commission voted 5 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> <p>Department Director:  Brian D. Gaddie, P.E. Director of Public Works</p> <p></p> </td><td>Date:</td></tr> <tr> <td> <p>Finance (Budget Approval):  <i>If applicable</i></p> </td><td>Date:</td></tr> <tr> <td> <p>Division Manager:</p> <p></p> </td><td>Date: 6/15/17</td></tr> </table>	<p>Department Director:  Brian D. Gaddie, P.E. Director of Public Works</p> <p></p>	Date:	<p>Finance (Budget Approval):  <i>If applicable</i></p>	Date:	<p>Division Manager:</p> <p></p>	Date: 6/15/17				
<p>Department Director:  Brian D. Gaddie, P.E. Director of Public Works</p> <p></p>	Date:										
<p>Finance (Budget Approval):  <i>If applicable</i></p>	Date:										
<p>Division Manager:</p> <p></p>	Date: 6/15/17										

	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 May 18, 2017

Location Map

Staff Report

Affidavit of Publication in Independence Examiner

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Pictures of Property

**RZ-2017-551**

**ATTACHMENT TO RLA 1:**

**Description:** Lot 25, Colborn & Cyclone Road Estates 2ns Plat, a subdivision in Jackson County, Missouri

**RE: RZ-2017-551**

**Randy Diehl gave the staff report:**

**Applicant:** Mark C & Cynthia G Cline

**Location:** Lot 25, Colborn & Cyclone Road Estates, Jackson County, Missouri  
aka 9311 S Cyclone Lane

**Area:** 1.01 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RS  
(Residential Suburban)

**Purpose:** Applicant is requesting the change in zoning in order to decrease the  
building setback requirements for future construction.

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

The zoning in the area is predominantly Agricultural. The land use within the platted subdivisions are single family residences. The applicant's lot is within Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat, platted in 1972. The Zoning Order (adopted in 1960) in place at the time did not require a change in zoning for platted lots. Therefore the zoning for Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat is Agricultural.

The area between Colborn & Cyclone Road Estates 1<sup>st</sup> and 2<sup>nd</sup> Plats is within District AG. The tracts east of Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat are within District AG. These tracts contain single family residences and range from 2 to over 10 acres in size. Tracts created prior to the adoption of the subdivision requirements in 1978 by a metes and bounds document, are considered legal non-conforming.

The South side yard setback will be reduced from 30 feet to 15 feet.  
The rear yard setback will be reduced from 50 to 20 feet.  
The front yard setback will remain 75 feet and the street side yard setback will remain at 65 feet, since these setbacks were established on the recorded plat.

**County Plan:**

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

The Residential Suburban District (RS) is intended for detached single family residential use and where public services exist or could reasonably be extended to development

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2017-550

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

Mr. Antey: *Are there any questions for Randy?*

*Is the applicant here?*

Mark Cline, 9311 S Cyclone Lane

Mr. Antey: *Do you have anything to add to the report?*

Mr. Cline: It's basically going to be a two car garage, 30 by 26, make out of the same materials of the house. A stick built, same siding, same paint to match the home. I have a classic muscle car which I'm restoring. It's being stored in the garage, which my wife wants her garage back.

Mr. Tarpley: What kind of car is it?

Mr. Cline: a 1970 GTO Judge Convertible

Mr. Antey: *Are there any other questions for the applicant?*

*There were none*

Mr. Antey: *Is there anyone else who is in favor of this application?*

*There were none*

Mr. Antey: *Is there anyone who is opposed or has questions regarding this application?*

*There were none*

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Crawford seconded.

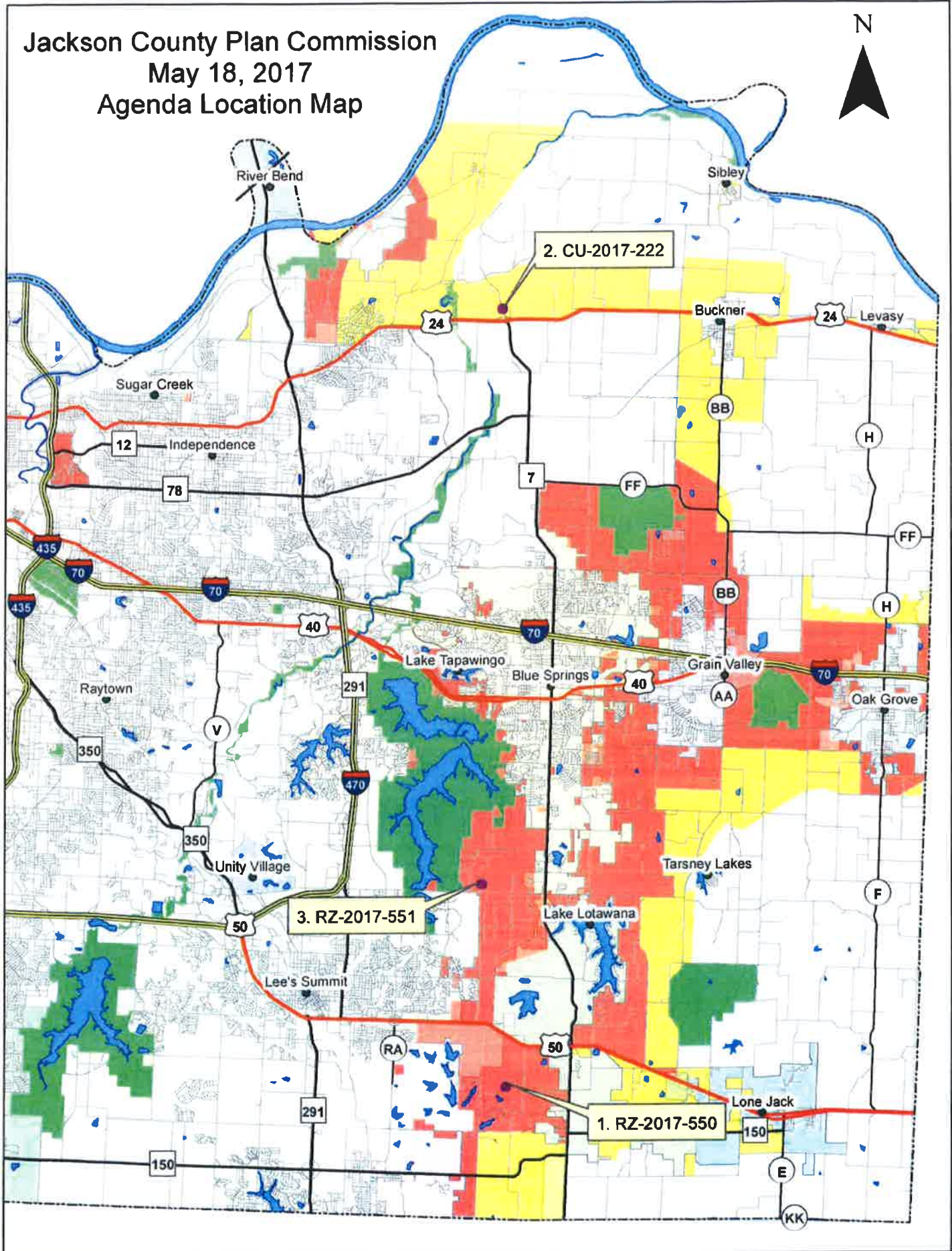
*Discussion under advisement*

Mr. Haley moved to approve. Mr. Crawford seconded.

Mr. Tarpley	Approve
Mr. Gibler	Approve
Mr. Haley	Approve
Mr. Crawford	Approve
Chairman Antey	Approve

Motion Carried 5 – 0.

Jackson County Plan Commission  
May 18, 2017  
Agenda Location Map



**STAFF REPORT**

**PLAN COMMISSION**

**May 18, 2017**

**RE: RZ-2017-551**

**Applicant:** Mark C & Cynthia G Cline

**Location:** Lot 25, Colborn & Cyclone Road Estates, Jackson County, Missouri  
aka 9311 S Cyclone Lane

**Area:** 1.01 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RS  
(Residential Suburban)

**Purpose:** Applicant is requesting the change in zoning in order to decrease the  
building setback requirements for future construction.

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

The zoning in the area is predominantly Agricultural. The land use within the platted subdivisions are single family residences. The applicant's lot is within Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat, platted in 1972. The Zoning Order (adopted in 1960) in place at the time did not requirement a change in zoning for platted lots. Therefore the zoning for Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat Agricultural.

The area between Colborn & Cyclone Road Estates 1<sup>st</sup> and 2<sup>nd</sup> Plats is within District AG. The tracts east of Colborn & Cyclone Road Estates 2<sup>nd</sup> Plat are within District AG. These tracts contain single family residences and range from 2 to over 10 acres in size. Tracts created prior to the adoption of the subdivision requirements in 1978 by a metes and bounds document, are considered legal non-conforming.

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The front yard setback will remain 75 feet and the street side yard setback will remain at 65 feet, since these setbacks were established on the recorded plat.

**County Plan:**

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

The Residential Suburban District (RS) is intended for detached single family residential use and where public services exist or could reasonably be extended to development

**Recommendation:**

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

Staff recommends APPROVAL of RZ-2017-550

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

**Plan Commission  
May 18, 2017  
RZ-2017-550**

CLINE MARK C & CYNTHIA G- TR  
9311 S CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-45-00-0-00-000

**Certified Mail – Return Receipt**  
**Property Owners within 185 feet**

53-500-01-49-02-0-00-000  
FIZELL ROBERT D & PAULA A  
9306 S CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-34-00-0-00-000  
FRAZIER CRISTOPHER L & LINDSEY  
9324 S CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-43-00-0-00-000  
HALLIDAY PAUL J & CATHLEEN M  
9319 CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-33-00-0-00-000  
MASCHLER CARL A & ALONA F  
9318 S CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-05-00-0-00-000  
MILLER ROGER K & SHIRLEY K  
24106 NE COLBERN RD  
LEES SUMMIT MO 64086

53-500-01-21-00-0-00-000  
MILLER ROGER K & SHIRLEY K  
24106 NE COLBERN RD  
LEES SUMMIT MO 64086

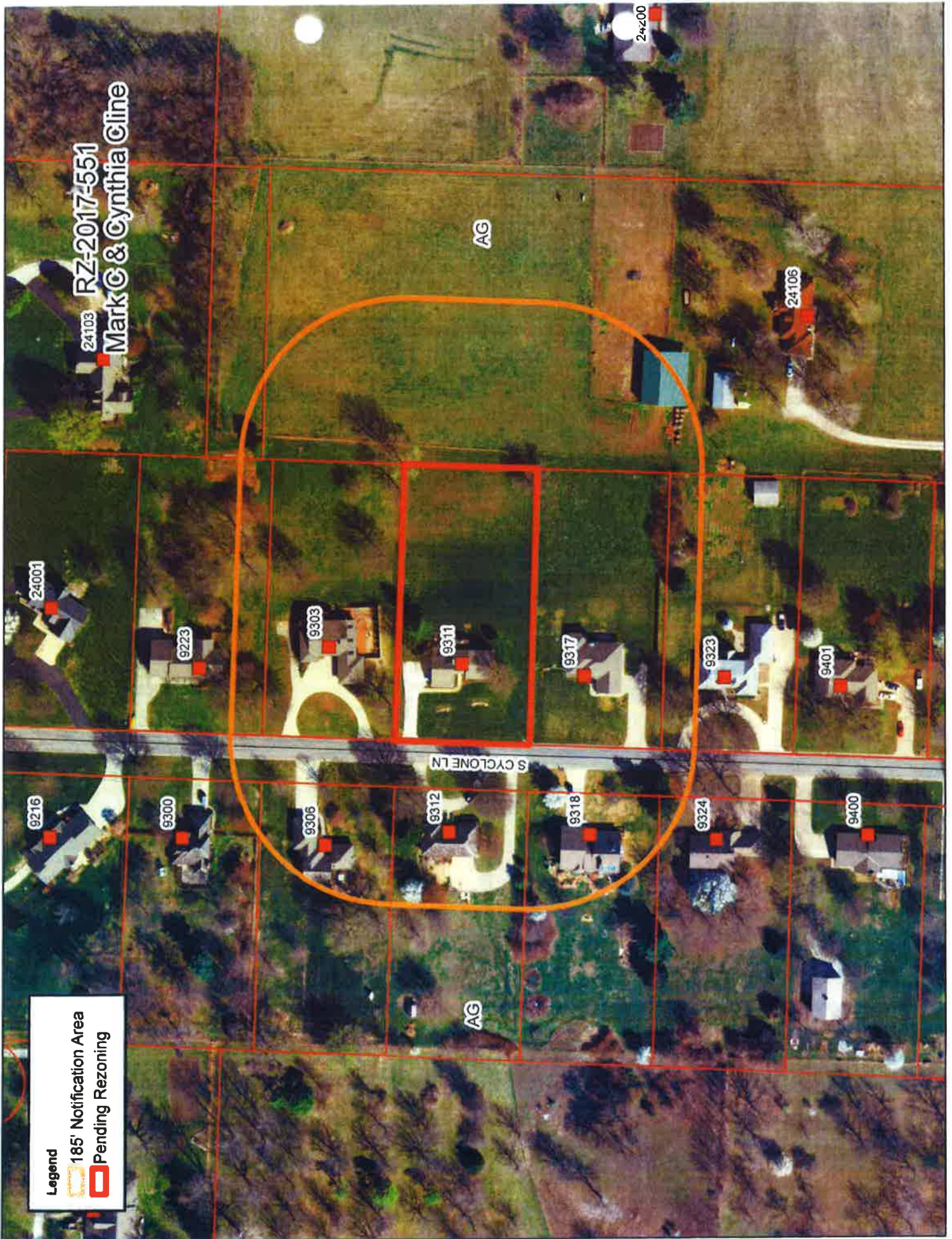
53-500-01-46-00-0-00-000  
NEIDIG ROBERT E II & PHYLLIS  
9303 CYCLONE LN  
LEES SUMMIT MO 64064-2704

53-500-01-44-00-0-00-000  
ORRISON JACOB  
9317 CYCLONE LN  
LEES SUMMIT MO 64086

53-500-01-32-00-0-00-000  
SCHOTT ROBERT W & CHRISTINA I  
9312 CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-49-01-0-00-000  
SCOFIELD BENJAMIN I & JULIE M  
9300 CYCLONE LN  
LEES SUMMIT MO 64064

53-500-01-47-00-0-00-000  
STUBBS JAMES M JR & JEAN A  
9223 CYCLONE LN  
LEES SUMMIT MO 64064-2702



RZ-2017-551  
Mark C & Cynthia Cline

**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- 2017- 551

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: MARK C CLINE
- Address: 9311 CYCLONE LANE
- Lee's Summit, MO. 64064
- Phone: 913- 515- 7853
- b. Owner(s) Name: Mark C CLINE
- Address: \_\_\_\_\_
- Phone: \_\_\_\_\_
- c. Agent(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

- d. Applicant's interest in Property: OWNER
2. General location (Road Name) Cyclone Lane
3. Present Zoning Agricultural Requested Zoning R-S
4. AREA (sq. ft. / acres) 46,904.91 sq ft 1.07 Acres
5. Legal Description of Property: (Write Below or Attached 9 )  
Colborn + Cyclone RD Estates  
2nd Lot 25
6. Present Use of Property: HOME
7. Proposed Use of Property: HOME
8. Proposed Time Schedule for Development: 8 weeks
9. What effect will your proposed development have on the surrounding properties?  
NONE
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? NO
11. Describe the source/method which provides the following services, and what effect the development will have on same:
- a. Water Public Water Supply District No. 13
- b. Sewage disposal Septic TANK
- c. Electricity KCP & L
- d. Fire and Police protection PRAIRIE Township Fire Jackson County Sheriff
12. Describe existing road width and condition: 23 Feet wide ASPHALT

13. What effect will proposed development have on existing road and traffic conditions? NONE

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? LOCAL BUILDING PERMIT

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): HAVE NOT PULLED PERMIT YET

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

Property Owner(s)

Mark C Cline

Date

4-17-17

Applicant(s):

Contract Purchaser(s):

STATE OF

COUNTY OF

On this 17<sup>th</sup> day of April, in the year of 2017, before me the undersigned notary public, personally appeared Mark C Cline

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

Diana L Fairless  
Diana L. Fairless

Commission Expires

6/21/2020

DIANA L. FAIRLESS  
Notary Public - Notary Seal  
State of Missouri, Jackson County  
Commission Number 16978657  
My Commission Expires Jun 21, 2020





RZ-2017-551  
Mark C & Cynthia Cline

AG

9311

S CYCLONE LN





T143244

Cassidy's Copy

**COLBORN & CYCLONE ROAD ESTATES - 2nd PLAT**

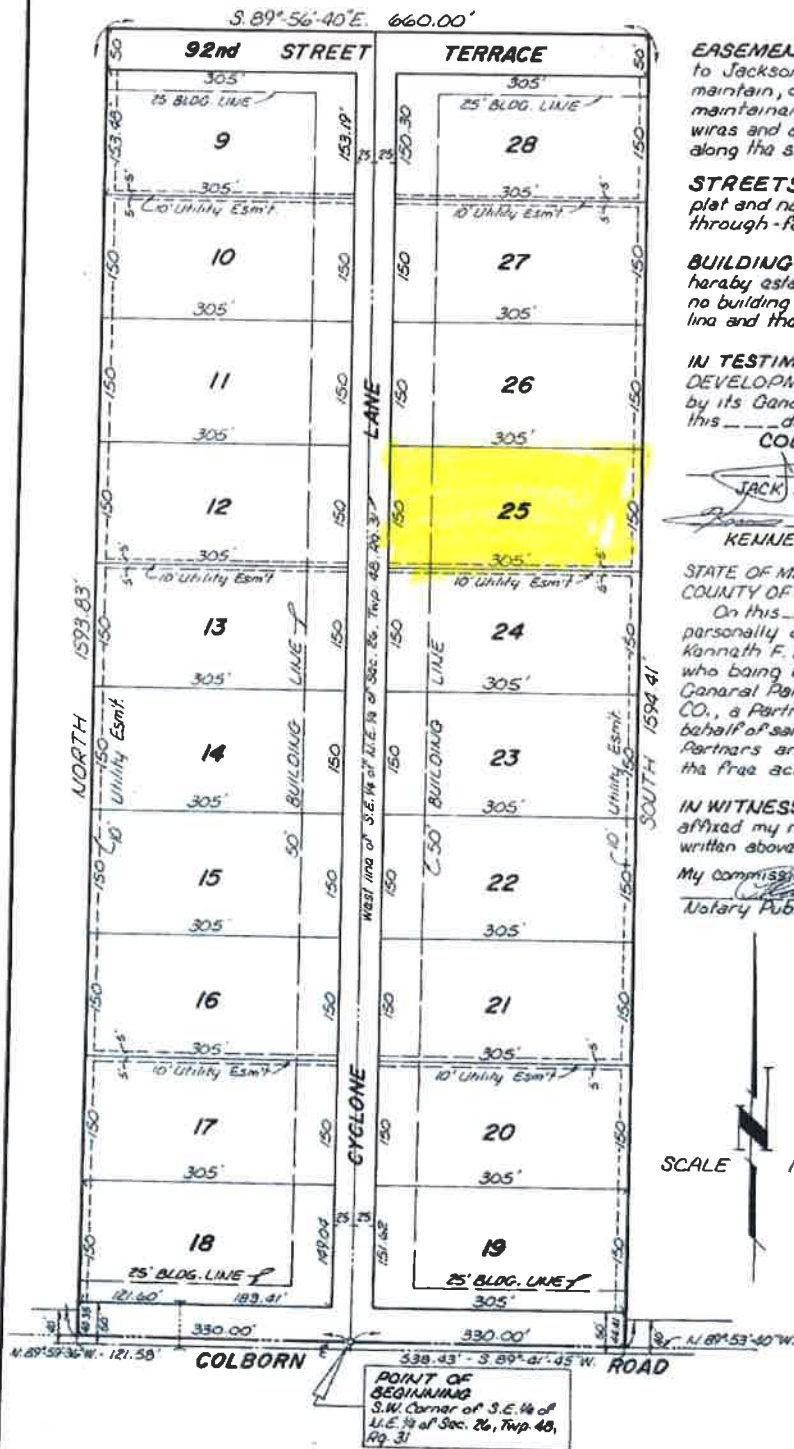
JACKSON COUNTY, MISSOURI

I 02-1065

**DESCRIPTION:** This is a subdivision of all that part of the Northeast  $\frac{1}{4}$  of Section 26, Township 48, Range 31, in Jackson County, Missouri, described as follows:  
Beginning at the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 26; thence North  $89^{\circ}53'40''$  West, along the South line of said  $\frac{1}{4}$  Section, a distance of 330.00 feet; thence Due North and parallel with the West line of said  $\frac{1}{4}$  Section, a distance of 1593.83 feet; thence South  $89^{\circ}56'40''$  East, a distance of 660.00 feet; thence Due South and parallel with the West line of said  $\frac{1}{4}$  Section, a distance of 1594.41 feet, to a point on the South line of said  $\frac{1}{4}$  Section; thence North  $89^{\circ}53'40''$  West, a distance of 330.00 feet to the point of beginning.

**DEDICATION**

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on this plat and the subdivision shall be hereinafter known as:

**COLBORN & CYCLONE ROAD ESTATES - 2nd PLAT**

**EASEMENTS** - An easement or license is hereby granted to Jackson County, Missouri, to locate, construct and maintain, or authorize the location, construction and maintenance of conduits, water, gas, sewer pipes, poles wires and anchors or all or any of them, over under and along the strips of land marked "Utility Easements."

**STREETS** - The streets and roadways shown on this plat and not heretofore dedicated to public use as through-farres are hereby so dedicated.

**BUILDING LINES** - Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built between this line and the street line.

**IN TESTIMONY WHEREOF:** COLBORN and CYCLONE DEVELOPMENT CO. has caused the presents to be signed by its General Partners and the seal to be hereunto affixed this \_\_\_ day of \_\_\_, 1972.

**COLBORN & CYCLONE DEVELOPMENT CO.**

JACK H. CORDESEN

RICHARD J. STEPHENS

KENNETH F. BROWN

JAMES H. HOLBROOK

STATE OF MISSOURI } S.S.  
COUNTY OF JACKSON }

On this \_\_\_ day of \_\_\_, 1972, before me personally appeared Jack H. Cordesen, Richard J. Stephens, Kenneth F. Brown, and James H. Holbrook, to me known, who being by me duly sworn did say that they are the General Partners of COLBORN & CYCLONE DEVELOPMENT CO., a Partnership, and that this instrument was signed in behalf of said Partnership by authority of all the General Partners and that they acknowledged said instrument to be the free act and deed of said Partnership.

**IN WITNESS THEREOF:** I have hereunto set my hand and affixed my notarial seal at my office the day and year last written above.

My Commission Expires Jan. 11, 1973

Notary Public in and for Jackson County, Missouri.

APPROVED

as to streets and roads  
JACKSON COUNTY PUBLIC WORKS  
By: \_\_\_\_\_

APPROVED

As to planning and zoning  
JACKSON COUNTY PLANNING COMM.  
By: \_\_\_\_\_

SCALE 1"=100'

I hereby certify the details of this plat to be correct this \_\_\_ day of \_\_\_, 1972.  
ANDERSON SURVEY COMPANY

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

County Assessor - Dean A. Hultsman

Lots 9-28 9-16-73

4000-6000 sq. ft. lots plus 02-1065

no more

from 29-328200-0100-00

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

**A RESOLUTION** awarding twelve-month term and supply contracts for the furnishing of turf chemicals and fertilizers for use by the Parks + Rec Department to Grass Pad, Inc., of Olathe, KS, Reinders, Inc., of Olathe, KS, Supreme Turf Products, Inc., of Olathe, KS, Helena Chemicals of Shawnee, KS, CWC Chemical of Cloverdale, VA, and SiteOne Landscaping of Cleveland, OH, under the terms and conditions of Invitation to Bid No. 80-16.

**RESOLUTION NO. 19507**, June 12, 2017

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 80-16 for the furnishing of turf chemicals and fertilizers for use by the Parks + Rec Department to provide for departmental needs for the upcoming one-year period; and,

WHEREAS, a total of seventeen notifications were distributed and seven responses were received and evaluated; and,

WHEREAS, the Director of Finance and Purchasing recommends that the contract be divided and awarded to the vendors submitting the lowest bid for each item; and,

WHEREAS, award as recommended would result in awards to the following:

Grass Pad, Inc.  
Olathe, KS

Reinders, Inc.  
Olathe, KS

Supreme Turf Products, Inc.  
Olathe, KS

Helena Chemicals  
Shawnee, KS

CWC Chemical  
Cloverdale, VA

SiteOne Landscaping  
Cleveland, OH

now therefore,

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

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 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. 19507 of June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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 appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION



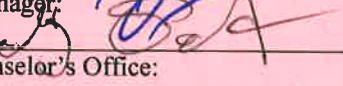
Completed by County Counselor's Office:

Res/Ord No.: 19507

Sponsor(s): Tony Miller

Date: June 12, 2017

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 for the furnishing of Chemicals and Fertilizers for the Operations Division of the Parks + Rec Department to Reinders, Inc. of Olathe, KS; Helena Chemicals of Shawnee, KS; Grass Pad of Olathe, KS; CWC Chemical of Cloverdale, VA; Supreme Turf of Olathe, KS and SiteOne Landscaping of Cleveland, OH under the terms and conditions of Invitation to Bid No. 80-16.</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: Parks + Rec Estimated Use: \$31,000.00</p> <p>This RLA only approves the term and supply contract. The funds were appropriated through the annual budget adoption. Figures included in the Budget Information section are for informational purposes to provide an estimate of the contract value.</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:					
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:															
PRIOR LEGISLATION	<p>Prior ordinances and (date):          Prior resolutions and (date): 19143, May 10, 2016</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
REQUEST SUMMARY	<p>The Operations Division of the Parks + Rec Department requires a term and supply contract for the furnishing of Chemicals and Fertilizers. The Purchasing Department issued Invitation to Bid No. 80-16 in response to those requirements.</p> <p>A total of seventeen notifications were distributed with seven responses received and evaluated. Attached is a Recap of Bids Received on the forty-two items bid. The following split award is recommended:</p> <table> <tr> <td>BIDDER:</td><td>ITEMS RECOMMENDED FOR AWARD:</td></tr> <tr> <td>Reinders Inc. of Olathe, KS</td><td>1 – 8; 10 – 11; 13 – 14; 17; 23 – 25; 27 – 29; 31; 34 – 35; 37 – 41</td></tr> <tr> <td>Helena Chemical of Shawnee, KS</td><td>12; 16; 30; 33</td></tr> <tr> <td>Grass Pad of Olathe, KS</td><td>9; 22; 42</td></tr> <tr> <td>CWC Chemical of Cloverdale, VA</td><td>15; 19 – 20; 26; 32; 36</td></tr> <tr> <td>Supreme Turf of Olathe, KS</td><td>18</td></tr> <tr> <td>SiteOne Landscaping of Cleveland, OH</td><td>21</td></tr> </table>	BIDDER:	ITEMS RECOMMENDED FOR AWARD:	Reinders Inc. of Olathe, KS	1 – 8; 10 – 11; 13 – 14; 17; 23 – 25; 27 – 29; 31; 34 – 35; 37 – 41	Helena Chemical of Shawnee, KS	12; 16; 30; 33	Grass Pad of Olathe, KS	9; 22; 42	CWC Chemical of Cloverdale, VA	15; 19 – 20; 26; 32; 36	Supreme Turf of Olathe, KS	18	SiteOne Landscaping of Cleveland, OH	21
BIDDER:	ITEMS RECOMMENDED FOR AWARD:														
Reinders Inc. of Olathe, KS	1 – 8; 10 – 11; 13 – 14; 17; 23 – 25; 27 – 29; 31; 34 – 35; 37 – 41														
Helena Chemical of Shawnee, KS	12; 16; 30; 33														
Grass Pad of Olathe, KS	9; 22; 42														
CWC Chemical of Cloverdale, VA	15; 19 – 20; 26; 32; 36														
Supreme Turf of Olathe, KS	18														
SiteOne Landscaping of Cleveland, OH	21														

	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the split award of a Twelve Month Term and Supply Contract for the furnishing of Chemicals and Fertilizers for the Operations Division of the Parks + Rec Department to Reinders, Inc. of Olathe, KS; Helena Chemicals of Shawnee, KS; Grass Pad of Olathe, KS; CWC Chemical of Cloverdale, VA; Supreme Turf of Olathe, KS and SiteOne Landscaping of Cleveland, OH as the lowest and best bidders meeting specifications.</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 appropriation.</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	Abstract of Bids Received; Recap of Bids Received; Memorandum from Wayne Shipley, Park Supervisor and the pertinent pages of each recommended vendor's bid documents.	
REVIEW	Department Director:  Finance (Budget Approval): <i>If applicable</i>  Division Manager:  County Counselor's Office:	Date: 6-5-17 Date: 6/5/17 Date: 6/7/17 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.

ITB: 80-16  
DATE: 1/10/17  
COMMODITY: Chemicals & Fertilizers

NO	DESCRIPTION	UNIT	QTY
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Grand Total Items 1-42

5010.93 5694.52 124,504.14 See bid See bid

Supreme Turf Products	CWC Chemical Inc.	SiteOne Landscape Supply	Grass Pad Inc.	Helena Chemical Co.
AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: 1-10-2017, BY

*[Signature]*  
CLERK OF THE LEGISLATURE

*[Signature]*  
PURCHASING

Res. 19507

ABSTRACT OF BIDS

ITB: 80-16  
 DATE: 1/10/17  
 COMMODITY: Chemicals & Fertilizers

NO	DESCRIPTION	UNIT	QTY	Reinders Inc.		American Wholesale Distributors		AMOUNT	AMOUNT	AMOUNT	AMOUNT
				AMOUNT	AMOUNT	AMOUNT	AMOUNT				

Grand Total Items 1-42

See bid See bid

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: 1-10-2017, BY

*Lina Schara*  
 CLERK OF THE LEGISLATURE

*John M. Lot*  
 PURCHASING

80-16 PRICING SUMMARY														
RED PRICING INDICATES, NOT BID AS SPECIFIED; Yellow Highlighting is lowest bid		American Midwest Dist.	Reinders, Inc.	Helena Chemical Co.	Grass Pad	SiteOne Landscaping	CWC Chemical	Supreme Turf Products						
Item #	Item Name	Price	Price	Price	Price	Price	Price	Price						
1	14-0-4 43% Barracade	\$ 17.16	\$ 12.24	\$ 14.38	\$ 14.48	\$ 16.56	no bid	\$ 13.75						
2	16-0-8 19% Dimension	\$ 21.67	\$ 16.21	\$ 18.37	\$ 17.96	\$ 24.12	no bid	\$ 18.75						
3	15-0-0 2% Merit	\$ 17.16	\$ 14.09	\$ 18.39	\$ 15.90	\$ 19.45	no bid	\$ 16.00						
4	18-12-6	\$ 17.32	\$ 11.39	no bid	\$ 13.10	no bid	no bid	\$ 13.10						
5	32-0-8	\$ 11.23	\$ 10.34	\$ 13.16	\$ 12.10	\$ 16.92	no bid	\$ 12.00						
6	Acelepryn 0-0-7	no bid	\$ 23.74	no bid	\$ 24.70	\$ 25.10	no bid	\$ 25.75						
7	Aquathol K	no bid	\$ 186.56	\$ 194.15	no bid	no bid	no bid	no bid						
8	Barracade 4FL	no bid	\$ 137.00	\$ 143.00	\$ 137.00	\$ 143.00	no bid	\$ 137.00						
9	Cutrine Plus	no bid	\$ 55.00	\$ 32.06	\$ 24.50	\$ 67.20	no bid	\$ 64.00						
10	Dimension	no bid	\$ 525.00	\$ 525.00	\$ 578.75	\$ 525.00	no bid	\$ 525.00						
11	Dismiss	no bid	\$ 59.24	\$ 64.74	\$ 603.26	\$ 990.33	no bid	\$ 68.00						
12	Embark Growth Regulator	no bid	no bid	\$ 71.16	no bid	no bid	no bid	\$ 71.00						
13	Field Marking Chalk	\$ 6.23	\$ 5.37	no bid	\$ 6.19	\$ 5.87	no bid	\$ 5.00						
14	Freehand	no bid	\$ 91.50	\$ 94.50	\$ 92.50	\$ 92.50	no bid	\$ 92.50						
15	Ranger Pro	no bid	\$ 27.64	\$ 31.20	\$ 27.40	\$ 53.35	\$ 12.25	\$ 29.00						
16	Hyvar XL	no bid	\$ 102.45	\$ 89.48	no bid	\$ 133.57	\$ 90.00	no bid						
17	Induce-Aquatic Sticker	no bid	\$ 23.00	\$ 24.00	no bid	no bid	no bid	\$ 23.00						
18	Merit 75wp	no bid	\$ 49.22	\$ 52.25	\$ 62.00	\$ 82.27	no bid	\$ 18.00						
19	Pathfinder II	no bid	\$ 49.79	\$ 119.65	no bid	\$ 159.87	\$ 43.50	\$ 130.00						
20	Pathway	no bid	\$ 39.00	\$ 93.50	no bid	no bid	\$ 34.00	no bid						
21	Remedy	no bid	\$ 75.49	\$ 66.48	no bid	\$ 62.99	no bid	no bid						
22	Sedge Hammer	no bid	\$ 502.00	\$ 67.90	\$ 65.00	\$ 66.25	no bid	\$ 700.00						
23	Seven 4L	no bid	\$ 73.20	no bid	no bid	\$ 125.23	no bid	\$ 90.00						
24	Snapshot	no bid	\$ 65.49	\$ 70.00	\$ 81.50	\$ 77.07	no bid	\$ 90.00						
25	Sonar 1	no bid	\$ 643.00	\$ 643.00	\$ 643.00	\$ 643.00	no bid	\$ 780.00						
26	Speed Zone	no bid	\$ 157.10	\$ 166.40	\$ 168.90	\$ 229.99	\$ 70.45	\$ 175.00						
27	SureGuard	no bid	\$ 138.00	\$ 144.21	\$ 623.60	\$ 185.40	no bid	\$ 545.50						
28	Talstar	no bid	\$ 22.90	\$ 39.48	\$ 37.20	\$ 58.36	no bid	\$ 36.50						
29	Tempo 2	no bid	\$ 31.49	\$ 39.46	no bid	\$ 46.40	no bid	\$ 39.60						
30	Trflan 5g	no bid	\$ 24.95	\$ 24.26	no bid	\$ 29.23	no bid	\$ 26.00						
31	Carlton 4A	no bid	\$ 218.39	\$ 221.40	no bid	no bid	no bid	\$ 245.00						
32	Reward	no bid	\$ 197.50	\$ 197.50	\$ 197.50	\$ 197.50	\$ 79.00	\$ 197.50						

[illegible]



**JACKSON COUNTY**  
**Parks + Recreation**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
www.jacksongov.org

**Res. 19507**

*Administration*  
*Historic Sites*  
*Ranger Station*  
*Leisure Services*  
(816) 503-4800  
Fax (816) 795-1234

*Kemper Outdoor*  
*Education Center*  
(816) 229-8980

*Fred Arbanas*  
*Golf Course at*  
*Longview Lake*  
(816) 761-9445

*Blue Springs Marina*  
(816) 795-1112

*Jacomo Marina*  
(816) 795-8888

*Longview Marina*  
(816) 966-0131

*Special Population*  
*Services*  
(816) 763-5130

**MEMORANDUM**

**TO:** Barbara Casamento, Purchasing, Supervisor

**FROM:** Wayne Shipley, Park Supervisor

**DATE:** May 23, 2017

**SUBJECT:** Invitation to bid 80-16: Chemicals & Fertilizers

The Parks Department recommendation is to award the bid to the following company based on the lowest and best bid per Items.

Our **projected usage** during the next twelve months is \$ 31,000.

003 – 1624 - 57220 - \$31,000

Reinders - \$11,000

Items 1-8; 10-11; 13-14; 17;23-25; 27-29;31; 34-35; 37,38; 39-41; (as lowest bid received)

Helena - \$11,000

Items 12; 16; 30; 33; (as lowest bid received)

Grass Pad - \$6,000

Items 9; 22; 42 (as lowest bid received)

CWC Chemical - \$1,000

Items 15; 19; 20; 26; 32; 36 (as lowest bid received)

Supreme Turf Products - \$1,000

Item 18 (as lowest bid received)

SiteOne Landscaping - \$1,000

Item 21 (as lowest bid received)

*Frank White Jr., County Executive*

**ATTACHMENT 1**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	14-0-4 43% Barracade which contains 50% RXN - n - slow release Manufacturer: <u>EC Grow</u> Container Size: <u>50 LB</u>	50 pounds	300 bags	\$ <u>12.24</u>	YES
2.	16-0-8 19% Dimension which contains 50% Nutrisphere - n - slow release Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	600 bags	\$ <u>16.21</u>	YES
3.	15-0-0 2% Merit and contains 50% RXN - n - slow release Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	600 bags	\$ <u>14.09</u>	YES
4.	18-12-6 w/Avail Contains Nutrisphere - n - AVAIL / slow release Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	300 bags	\$ <u>11.39</u>	YES
5.	32-0-8 Contains 50% Nitrogen from 50% RXN - n - slow release Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	200 bags	\$ <u>10.34</u>	YES
6.	Acelepryn 0-0-7 Fertilizer Plus .067 Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pound	600 bags	\$ <u>23.74</u>	YES
7.	Aquathol K Manufacturer: <u>CYGNET</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	40 gallon	\$ <u>186.56</u>	YES
8.	Barracade 4FL Manufacturer: <u>SYNGENTA</u> Container Size: <u>1 GAL</u>	1 gallon	20 gallon	\$ <u>137.00</u>	YES
9.	Citrine Plus Manufacturer: <u>CYGNET</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	5 gallon	\$ <u>55.00</u>	YES

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
10.	Dimension Manufacturer: <u>DOW</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	40 gallon	\$ <u>525.00</u>	YES
11.	Dismiss Manufacturer: <u>FMC</u> Container Size: <u>602</u>	<u>602</u> <del>1 pint</del>	10 pint	\$ <u>59.24</u>	YES
12.	Embark Growth Regulator Manufacturer: _____ Container Size: _____	1 gallon	8 gallon	\$ <u>No Bid</u>	
13.	Field Marking Chalk, Plus Five Chalk Manufacturer: <u>AG PLUS</u> Container Size: <u>50 LB</u>	50 pounds	1,500 bags	\$ <u>5.37</u>	YES
14.	Freehand Manufacturer: <u>BASF</u> Container Size: <u>50 LB</u>	50 pounds	10 bags	\$ <u>91.50</u>	YES
15.	Ranger Pro Manufacturer: <u>PROK02</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	400 gallon	\$ <u>27.64</u>	YES
16.	Hyvar XL Manufacturer: <u>DUPONT</u> Container Size: <u>1 GAL</u>	1 gallon	80 gallon	\$ <u>102.45</u>	YES
17.	Induce-Aquatic Sticker Manufacturer: <u>QUEST</u> Container Size: <u>1 GAL</u>	1 gallon	10 gallon	\$ <u>23.00</u>	YES
18.	Merit 75wp Manufacturer: <u>BAYER</u> Container Size: <u>4x 1.6 oz</u>	4 x 1.6 oz per container	2 boxes	\$ <u>49.22</u>	YES

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
19.	Pathfinder II Manufacturer: <u>DOW</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	10 gallon	\$ <u>49.79</u>	YES
20.	Pathway Manufacturer: <u>DOW</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	10 gallon	\$ <u>39.00</u>	YES
21.	Remedy Manufacturer: <u>DOW</u> Container Size: <u>1 GAL</u>	1 gallon	10 gallon	\$ <u>75.49</u>	YES
22.	Sedge Hammer Manufacturer: <u>NUFARM</u> Container Size: <u>10 X 1.33 OZ</u>	10 x 1.33 oz per container	3 cases	\$ <u>502.00</u>	YES
23.	Seven 4L Manufacturer: <u>PROKOL</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	5 gallon	\$ <u>73.20</u>	YES
24.	Snapshot Manufacturer: <u>DOW</u> Container Size: <u>50 LB</u>	50 pounds	4 bags	\$ <u>65.49</u>	YES
25.	Sonar 1 Manufacturer: <u>SePro</u> Container Size: <u>20 LB</u>	20 pounds	12 pounds	\$ <u>643.00</u>	YES
26.	Speed Zone Manufacturer: <u>PBI - GORON</u> Container Size: <u>2.5 GALL</u>	2.5 gallon	55 gallon	\$ <u>157.10</u>	YES
27.	SureGuard Manufacturer: <u>NUFARM</u> Container Size: <u>1 LB</u>	1 pound	30 pounds	\$ <u>138.00</u>	YES
28.	Talstar Manufacturer: <u>PROKOL</u> Container Size: <u>1 GAL</u>	1 gallon	20 gallon	\$ <u>22.90</u>	YES

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
29.	Tempo 2 Manufacturer: <u>BAYER</u> Container Size: <u>240 mL</u>	240 ml	10 bottles	\$ <u>31.49</u>	YES
30.	Treflan 5g Manufacturer: <u>ANDERSON'S</u> Container Size: <u>40 LB</u>	50 pounds	4 bags	\$ <u>24.95</u>	YES
31.	Garlon 4A Manufacturer: <u>DOW</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	25 gallon	\$ <u>218.39</u>	YES
32.	Reward Manufacturer: <u>SYNGENTA</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	100 gallon	\$ <u>197.50</u>	YES
33.	Dylox Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	50 gallon	\$ <u>141.27</u>	YES
34.	Clipper Manufacturer: <u>NUFARM</u> Container Size: <u>1 LB</u>	1 pound	15 pounds	\$ <u>118.79</u>	YES
35.	Specticle Manufacturer: <u>BAYER</u> Container Size: <u>18 OZ</u>	18 oz	15 bottles	\$ <u>227.00</u>	YES
36.	Sahara DC Manufacturer: <u>FMG</u> Container Size: <u>10 LB</u>	10 pounds	50 pounds	\$ <u>100.78</u>	YES
37.	Podium Manufacturer: <u>SYNGENTA</u> Container Size: <u>1 GAL</u>	1 gallon	4 gallons	\$ <u>101.90</u>	YES
38.	Divron 4L Manufacturer: _____ Container Size: _____	2.5 gallon	25 gallons	\$ <u>NO BID</u>	
39.	Headway G Manufacturer: <u>SYNGENTA</u> Container Size: <u>30 LB</u>	30 pounds	100 pounds	\$ <u>44.46</u>	YES

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; .58% Acelepryn Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	300 bags	\$ <u>62.30</u>	YES
41.	24-0-5 80% D45 50P; 19% Dimension; .58% Acelepryn Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	300 bags	\$ <u>60.90</u>	YES
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: <u>EC GROW</u> Container Size: <u>50 LB</u>	50 pounds	300 bags	\$ <u>64.40</u>	YES
<b>GRAND TOTAL, ITEMS 1-42</b>				<b>\$</b>	

Shop Location(s): OLATHE, KS

Days & Hours of Operation: MON-FRI 8:00-4:30

Point of Contact Name: DENNIS WHITEFORD

Point of Contact Phone: 913, 238, 0869

Purchase Order Email Address: dwhiteford@reinders.com

**CERTIFICATION**

SIGNATURE: <u>Dennis Whiteford</u>	DATE: <u>1-5-17</u>
NAME: <u>DENNIS WHITEFORD</u> (Print or Type)	PHONE: <u>913-397-0080</u>
TITLE: <u>TERRITORY MANAGER</u> (Print or Type)	MOBILE: <u>913-238-0869</u>
COMPANY NAME: <u>REINDERS, INC</u> (Print or Type)	FAX: <u>913-397-0085</u>
EMAIL ADDRESS: <u>dwhiteford@reinders.com</u> (Print or Type)	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
10.	Dimension <u>2 EW</u> Manufacturer: <u>Dow</u> Container Size: <u>2.5 gal</u>	2.5 gallon	40 gallon	\$ <u>210.00/gal</u>	Yes
11.	Dismiss Manufacturer: <u>FMC</u> Container Size: <u>6 oz</u>	1 pint	10 pint	\$ <u>64.74/6 oz bottle</u>	Yes
12.	Embark Growth Regulator <u>T40</u> Manufacturer: <u>PBI Gordon</u> Container Size: <u>1 gal</u>	1 gallon	8 gallon	\$ <u>71.16/gal</u>	Yes
13.	Field Marking Chalk, Plus Five Chalk Manufacturer: _____ Container Size: _____	50 pounds	1,500 bags	\$ <u>No Bid</u>	
14.	Freehand Manufacturer: <u>BASF</u> Container Size: <u>50 lb</u>	50 pounds	10 bags	\$ <u>94.50/bag</u>	Yes
15.	Ranger Pro <u>Honcho Plus</u> Manufacturer: <u>Monsanto</u> Container Size: <u>2.5 gal</u>	2.5 gallon	400 gallon	\$ <u>31.20/2.5</u>	Yes
16.	Hyvar XL Manufacturer: <u>Bayer</u> Container Size: <u>1 gal</u>	1 gallon	80 gallon	\$ <u>89.48/gal</u>	Yes
17.	Induce-Aquatic Sticker Manufacturer: <u>Helena</u> Container Size: <u>1 gal</u>	1 gallon	10 gallon	\$ <u>24.00/gal</u>	Yes
18.	Merit 75wp Manufacturer: <u>Bayer</u> Container Size: <u>6.4 oz pkgs</u>	4 x 1.6 oz per container	2 boxes	\$ <u>52.25/6.4 oz pkg</u>	Yes

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
29.	Tempo 2 Manufacturer: <u>Bayer</u> Container Size: <u>240 mL</u>	240 ml	10 bottles	\$ <u>39.46/240</u> mL	Yes
30.	Treflan 5g Manufacturer: <u>Lebanon</u> Container Size: <u>40 lb bag</u>	50 pounds	4 bags	\$ <u>24.26/40 lb</u> bag	Yes
31.	Garlon 4A Manufacturer: <u>Dow</u> Container Size: <u>2.5 gal</u>	2.5 gallon	25 gallon	\$ <u>221.40/2.5</u> gal	Yes
32.	Reward Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	2.5 gallon	100 gallon	\$ <u>197.50/2.5</u> gal	Yes
33.	Dylox Manufacturer: <u>Bayer</u> Container Size: <u>2.5 gal</u>	2.5 gallon	50 gallon	\$ <u>154.40/2.5</u>	Yes
34.	Clipper Manufacturer: <u>Nufarm</u> Container Size: <u>1 lb</u>	1 pound	15 pounds	\$ <u>124.85/1b</u>	Yes
35.	Specticle Manufacturer: <u>Bayer</u> Container Size: <u>18 oz</u>	18 oz	15 bottles	\$ <u>236.08/18 oz</u> bottle	Yes
36.	Sahara DC Manufacturer: _____ Container Size: _____	10 pounds	50 pounds	\$ <u>No Bid</u>	
37.	<del>Podium</del> Alt. T-Nex PGR Manufacturer: <u>Quali-Pro</u> Container Size: <u>1 gal</u>	1 gallon	4 gallons	\$ <u>117.50/gal</u>	No
38.	Divron 4L Manufacturer: _____ Container Size: _____	2.5 gallon	25 gallons	\$ <u>No Bid</u>	
39.	Headway G Manufacturer: <u>Syngenta</u> Container Size: <u>30 lb bag</u>	30 pounds	100 pounds	\$ <u>52.50/30</u> lb bag	Yes

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; .58% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>No B.d</u>	
41.	24-0-5 80% D45 50P; 19% Dimension; .58% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>No B.d</u>	
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>No B.d</u>	
<b>GRAND TOTAL, ITEMS 1-42</b>				<b>\$</b>	

Shop Location(s): 8215 Hedge Lane Terrace Shawnee, KS 66227

Days & Hours of Operation: M-F 8:00 - 5:00

Point of Contact Name: John Sheehy

Point of Contact Phone: 913-441-0676 or 913-424-6143

Purchase Order Email Address: sheehy@helenachemical.com

**CERTIFICATION**

SIGNATURE: <u>John K. Sheehy</u>	DATE: <u>1/2/17</u>
NAME: <u>John Sheehy</u> (Print or Type)	PHONE: <u>913-441-0676</u>
TITLE: <u>Sales Representative</u> (Print or Type)	MOBILE: <u>913-424-6143</u>
COMPANY NAME: <u>Helena Chemical Company</u> (Print or Type)	FAX: <u>913-441-0522</u>
EMAIL ADDRESS: <u>sheehy@helenachemical.com</u> (Print or Type)	

**ATTACHMENT 1**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	14-0-4 43% Barracade which contains 50% RXN - n - slow release Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pounds	300 bags	\$ <u>14.<sup>48</sup></u> <u>T = 4,344.<sup>00</sup></u>	<u>Yes</u>
2.	16-0-8 19% Dimension which contains 50% Nutrisphere - n - slow release <u>16-0-4</u> Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pounds	600 bags	\$ <u>17.<sup>96</sup></u> <u>T = 10,776.<sup>00</sup></u>	<u>Yes</u>
3.	15-0-0 2% Merit and contains 50% RXN - n - slow release Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pounds	600 bags	\$ <u>15.<sup>90</sup></u> <u>T = 9,540.<sup>00</sup></u>	<u>Yes</u>
4.	18-12-6 w/Avail Contains Nutrisphere - n - AVAIL / slow release Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pounds	300 bags	\$ <u>13.<sup>10</sup></u> <u>T = 3,930.<sup>00</sup></u>	<u>Yes</u>
5.	32-0-8 Contains 50% Nitrogen from 50% RXN - n - slow release Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pounds	200 bags	\$ <u>12.<sup>10</sup></u> <u>T = 2,420.<sup>00</sup></u>	<u>Yes</u>
6.	Acelepryn 0-0-7 Fertilizer Plus .067 Manufacturer: <u>EC Grow</u> Container Size: <u>* 50</u>	50 pound	600 bags	\$ <u>24.<sup>70</sup></u> <u>T = 14,820.<sup>00</sup></u>	<u>Yes</u>
7.	Aquathol K Manufacturer: _____ Container Size: _____	2.5 gallon	40 gallon	\$ <u>N/B</u>	
8.	Barracade 4FL Manufacturer: <u>Synsenta</u> Container Size: <u>1 gal</u>	1 gallon	20 gallon	\$ <u>137.<sup>00</sup></u> <u>T = 2,740.<sup>00</sup></u>	<u>Yes</u>
9.	Citrine Plus Manufacturer: <u>Applied Biochemicals</u> Container Size: <u>1 gal</u>	<u>2.5</u> gallon	5 gallon	\$ <u>24.<sup>50</sup></u> <u>T = 122.<sup>50</sup></u>	<u>Yes</u>

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
19.	Pathfinder II Manufacturer: _____ Container Size: _____	2.5 gallon	10 gallon	\$ <u>N/B</u>	
20.	Pathway Manufacturer: _____ Container Size: _____	2.5 gallon	10 gallon	\$ <u>N/B</u>	
21.	Remedy Manufacturer: _____ Container Size: _____	1 gallon	10 gallon	\$ <u>N/B</u>	
22.	Sedge Hammer Manufacturer: <u>NuForm</u> Container Size: <u>10 x 1.33</u>	10 x 1.33 oz per container	3 cases	\$ <u>65.00</u> T = <u>195.00</u>	Yes
23.	Seven 4L Manufacturer: _____ Container Size: _____	2.5 gallon	5 gallon	\$ <u>N/B</u>	
24.	Snapshot Manufacturer: <u>Dow</u> Container Size: <u>#50</u>	50 pounds	4 bags	\$ <u>81.50</u> T = <u>326.00</u>	Yes
25.	Sonar 1 Manufacturer: <u>SePro</u> Container Size: <u>20 lb/pail</u>	20 pounds	12 pounds	\$ <u>643.00</u>	Yes
26.	Speed Zone Manufacturer: <u>PBI / Gordon</u> Container Size: <u>2.5</u>	2.5 gallon	55 gallon	\$ <u>168.90</u> T = <u>3,715.80</u>	Yes
27.	SureGuard Manufacturer: <u>Valent</u> Container Size: <u>1 lb / 5 lb</u>	1 pound	30 pounds	\$ <u>12.15</u> <u>623.50</u> T = <u>3,741.60</u>	Yes
28.	Talstar Manufacturer: <u>FMC</u> Container Size: <u>1 gal</u>	1 gallon	20 gallon	\$ <u>37.20</u> T = <u>744.00</u>	Yes

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; .58% Acelepryn <del>.15%</del> Manufacturer: <u>EC Grow</u> Container Size: <u>*50</u>	50 pounds	300 bags	\$ <u>62.<sup>30</sup></u> <u>T = 18,690.<sup>00</sup></u>	Yes
41.	24-0-5 80% D45 50P; 19% Dimension; .58% Acelepryn Manufacturer: <u>EC Grow</u> Container Size: <u>*50</u>	50 pounds	300 bags	\$ <u>60.<sup>90</sup></u> <u>T = 18,270.<sup>00</sup></u>	Yes
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: <u>EC Grow</u> Container Size: <u>*50</u>	50 pounds	300 bags	<u>See Exhibit F</u> \$ _____	Yes
<b>GRAND TOTAL, ITEMS 1-42</b>				<b>\$ 124,504.<sup>16</sup></b>	

Shop Location(s): Olathe KS, Berry Road MO, Lee's Summit MO, Bonner Springs KS, Stilwell KS, Omaha NE.

Days & Hours of Operation: M-F (8:00 - 6:00), S (8:00 - 5:00), S (10:00 - 4:00).

Point of Contact Name: Todd Winkelman

Point of Contact Phone: 913-764-4100 or Cell 913-660-3429

Purchase Order Email Address: todd@grosspad.com

**CERTIFICATION**

SIGNATURE: <u>Todd Winkelman</u>	DATE: <u>12-28-16</u>
NAME: <u>Todd Lee Winkelman</u> (Print or Type)	PHONE: <u>913-764-4100</u>
TITLE: <u>Manager</u> (Print or Type)	MOBILE: <u>913-660-3429</u>
COMPANY NAME: <u>GRASS PAD INC.</u> (Print or Type)	FAX: <u>913-764-9200</u>
EMAIL ADDRESS: <u>todd@grosspad.com</u> (Print or Type)	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
10.	Dimension Manufacturer: _____ Container Size: _____	2.5 gallon	40 gallon	\$ <u>NO BID</u>	
11.	Dismiss Manufacturer: _____ Container Size: _____	1 pint	10 pint	\$ <u>NO BID</u>	
12.	Embark Growth Regulator Manufacturer: _____ Container Size: _____	1 gallon	8 gallon	\$ <u>NO BID</u>	
13.	Field Marking Chalk, Plus Five Chalk Manufacturer: _____ Container Size: _____	50 pounds	1,500 bags	\$ <u>NO BID</u>	
14.	Freehand Manufacturer: _____ Container Size: _____	50 pounds	10 bags	\$ <u>NO BID</u>	
15.	Ranger Pro Manufacturer: <u>MONSANTO</u> Container Size: <u>RANGER PRO 2x2 1/2</u>	2.5 gallon	400 gallon	\$ <u>12.25</u>	<u>YES</u>
16.	Hyvar XL Manufacturer: <u>Bayer</u> Container Size: <u>4x1 gal</u>	1 gallon	80 gallon	\$ <u>90.00</u>	<u>YES</u>
17.	Induce-Aquatic Sticker Manufacturer: _____ Container Size: _____	1 gallon	10 gallon	\$ <u>NO BID</u>	
18.	Merit 75wp Manufacturer: _____ Container Size: _____	4 x 1.6 oz per container	2 boxes	\$ <u>NO BID</u>	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
19.	Pathfinder II Manufacturer: <u>Dow</u> Container Size: <u>2x2 1/2 gal</u>	2.5 gallon	10 gallon	\$ <u>43.50</u>	<u>YES</u>
20.	Pathway Manufacturer: <u>Dow</u> Container Size: <u>2x2 1/2</u>	2.5 gallon	10 gallon	\$ <u>34.00</u>	<u>YES</u>
21.	Remedy Manufacturer: _____ Container Size: _____	1 gallon	10 gallon	\$ <u>NO BID</u>	
22.	Sedge Hammer Manufacturer: _____ Container Size: _____	10 x 1.33 oz per container	3 cases	\$ <u>NO BID</u>	
23.	Seven 4L Manufacturer: _____ Container Size: _____	2.5 gallon	5 gallon	\$ <u>NO BID</u>	
24.	Snapshot Manufacturer: _____ Container Size: _____	50 pounds	4 bags	\$ <u>NO BID</u>	
25.	Sonar 1 Manufacturer: <u>SePro</u> Container Size: _____	20 pounds	12 pounds	\$ <u>NO BID</u>	
26.	Speed Zone Manufacturer: <u>PBI Gordon</u> Container Size: <u>2x2 1/2</u>	2.5 gallon	55 gallon	\$ <u>70.45</u>	<u>YES</u>
27.	SureGuard Manufacturer: _____ Container Size: _____	1 pound	30 pounds	\$ <u>NO BID</u>	
28.	Talstar Manufacturer: _____ Container Size: _____	1 gallon	20 gallon	\$ <u>NO BID</u>	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
29.	Tempo 2 Manufacturer: _____ Container Size: _____	240 ml	10 bottles	\$ <u>NO BID</u>	
30.	Treflan 5g Manufacturer: _____ Container Size: _____	50 pounds	4 bags	\$ <u>NO BID</u>	
31.	Carlton 4A Manufacturer: _____ Container Size: _____	2.5 gallon	25 gallon	\$ <u>NO BID</u>	
32.	Reward Manufacturer: <u>Synagro</u> Container Size: <u>2 x 2 1/2 gal</u>	2.5 gallon	100 gallon	\$ <u>79.00</u>	YES
33.	Dylox Manufacturer: _____ Container Size: _____	2.5 gallon	50 gallon	\$ <u>NO BID</u>	
34.	Clipper Manufacturer: _____ Container Size: _____	1 pound	15 pounds	\$ <u>NO BID</u>	
35.	Specticle Manufacturer: _____ Container Size: _____	18 oz	15 bottles	\$ <u>NO BID</u>	
36.	Sahara DC Manufacturer: <u>BASF</u> Container Size: <u>10 #</u>	10 pounds	50 pounds	\$ <u>14.35</u>	YES
37.	Podium Manufacturer: _____ Container Size: _____	1 gallon	4 gallons	\$ <u>NO BID</u>	
38.	Divron 4L Manufacturer: _____ Container Size: _____	2.5 gallon	25 gallons	\$ <u>NO BID</u>	
39.	Headway G Manufacturer: _____ Container Size: _____	30 pounds	100 pounds	\$ <u>NO BID</u>	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; .58% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>NO BID</u>	
41.	24-0-5 80% D45 50P; 19% Dimension; .58% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>NO BID</u>	
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>NO BID</u>	
<b>GRAND TOTAL, ITEMS 1-42</b>				<b>\$</b>	

Shop Location(s): Cloverdale, VA

Days & Hours of Operation: M - F 8am - 5pm

Point of Contact Name: Customer service

Point of Contact Phone: 800-380-9903

Purchase Order Email Address: INFO@CWC-CHEMICAL.COM

**CERTIFICATION**

SIGNATURE: <u>L. E. Sharpe</u>	DATE: <u>1/11/17</u>
NAME: <u>LARRY E. SHARPE</u> (Print or Type)	PHONE: <u>540-992-5766</u>
TITLE: <u>PRESIDENT</u> (Print or Type)	MOBILE: <u>540-520-6536</u>
COMPANY NAME: <u>CWC CHEMICAL, INC.</u> (Print or Type)	FAX: <u>540-992-5601</u>
EMAIL ADDRESS: <u>LSHARPE@CWC-CHEMICAL.COM</u> (Print or Type)	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
10.	Dimension Manufacturer: <u>DOW</u> Container Size: <u>2.5 GALLON</u>	2.5 gallon	40 gallon	\$ <u>525<sup>00</sup></u>	YES AGENCY PRICE
11.	Dismiss Manufacturer: <u>FMC</u> Container Size: <u>602</u>	1 pint	10 pint	\$ <u>68<sup>00</sup>/602</u>	NOTE PACKAGE SIZE
12.	Embark Growth Regulator Manufacturer: <u>PBI GORDON</u> Container Size: <u>1 GALLON</u>	1 gallon	8 gallon	\$ <u>71<sup>00</sup></u>	EMBARK T&D
13.	Field Marking Chalk, Plus Five Chalk Manufacturer: <u>LOUISVILLE SLUGGER</u> Container Size: <u>50#</u>	50 pounds	1,500 bags	\$ <u>5<sup>00</sup></u>	NO. LOUISVILLE SLUGGER GAME TIME MARKING POWDER
14.	Freehand Manufacturer: <u>BASF</u> Container Size: <u>50#</u>	50 pounds	10 bags	\$ <u>92<sup>50</sup></u>	YES: AGENCY PRICE
15.	Ranger Pro Manufacturer: <u>MONSANTO</u> Container Size: <u>2.5 GAL</u>	2.5 gallon	400 gallon	\$ <u>29<sup>00</sup></u>	YES
16.	Hyvar XL Manufacturer: _____ Container Size: _____	1 gallon	80 gallon	\$ <u>NO BID</u>	
17.	Induce-Aquatic Sticker Manufacturer: <u>CYNET</u> Container Size: <u>1 GALLON</u>	1 gallon	10 gallon	\$ <u>23<sup>00</sup></u>	NO. CIDE KICK II LABEL ATTACHED
18.	Merit 75wp Manufacturer: <u>PROLOZ</u> Container Size: <u>4x1.6oz</u>	4 x 1.6 oz per container	2 boxes	\$ <u>18<sup>00</sup></u>	NO. PROLOZ ZENITH 75WP LABEL ATTACHED

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; .58% Acelepryn Manufacturer: <u>EC Grow</u> Container Size: <u>50<sup>lb</sup></u>	50 pounds	300 bags	\$ <u>62<sup>30</sup></u>	YES FLOOR PRICE 7 TON MINIMUM
41.	24-0-5 80% D45 50P; 19% Dimension; .58% Acelepryn Manufacturer: <u>EC Grow</u> Container Size: <u>50<sup>lb</sup></u>	50 pounds	300 bags	\$ <u>60<sup>90</sup></u>	YES FLOOR PRICE 7 TON MINIMUM
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: _____ Container Size: _____	50 pounds	300 bags	\$ <u>NO BID</u>	
<b>GRAND TOTAL, ITEMS 1-42</b>				\$ <u>5010<sup>93</sup></u>	

Shop Location(s): 19925 W. 161<sup>ST</sup> ST. Suite E Olathe KS 66062

Days & Hours of Operation: MONDAY - FRIDAY 8:00-4:00

Point of Contact Name: JOHN DIXON

Point of Contact Phone: 913 829-3611 (OFFICE) 816 210-0071 (MOBILE)

Purchase Order Email Address: supremetur@kc@sbeglobal.net

**CERTIFICATION**

SIGNATURE: <u>[Signature]</u>	DATE: <u>1/5/17</u>
NAME: <u>JOHN M. DIXON</u> (Print or Type)	PHONE: <u>913 829-3611</u>
TITLE: <u>SALES REP</u> (Print or Type)	MOBILE: <u>816 210-0071</u>
COMPANY NAME: <u>SUPREME TURF PRODUCTS, INC.</u> (Print or Type)	FAX: <u>913 829-3611</u>
EMAIL ADDRESS: <u>supremetur@kc@sbeglobal.net</u> (Print or Type)	

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
19.	Pathfinder II Manufacturer: <u>Dow AgroSciences</u> Container Size: <u>2.5 Gallons</u>	#502801 2.5 gallon	10 gallon	\$ <u>159.87</u> per 2.5 Gal.	Yes
20.	Pathway Manufacturer: _____ Container Size: _____	2.5 gallon	10 gallon	\$ <u>NO BID</u>	
21.	Remedy <del>*</del> <u>Lesco</u> Triclopyr 4 Ester Manufacturer: <u>Lesco</u> Container Size: <u>1 Gallon</u>	#702304 1 gallon	10 gallon	\$ <u>62.99</u> per 1 Gal.	NO, Triclopyr 4 Ester
22.	Sedge Hammer <del>*</del> <u>Prosedge 2</u> Manufacturer: <u>Nufarm</u> Container Size: <u>1.33 oz.</u>	#10453133 10 x 1.33 oz per container	3 cases	\$ <u>662.50</u> per 10 x 1.33 oz.	NO, Prosedge 2
23.	Sevin <del>*</del> <u>SL</u> Manufacturer: <u>Lesco</u> Container Size: <u>2.5 Gallons</u>	#79721501 2.5 gallon	5 gallon	\$ <u>125.23</u> per 2.5 Gal.	NO, Sevin SL
24.	Snapshot <u>2.5 Tg</u> Manufacturer: <u>Dow Agrosciences</u> Container Size: <u>50 LB. bag</u>	#00004908 50 pounds	4 bags	\$ <u>77.07</u> per 50 LBS.	Yes
25.	Sonar 1 Manufacturer: <u>SePro</u> Container Size: <u>20 LB. pail</u>	#6541126 20 pounds	12 pounds	\$ <u>643.00</u> per 20 LBS.	Yes
26.	Speed Zone (Red) Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 Gallons</u>	#6541126 2.5 gallon	55 gallon	\$ <u>229.99</u> per 2.5 Gal.	Yes
27.	SureGuard Manufacturer: <u>Valent</u> Container Size: <u>1 LB.</u>	#10597401 1 pound	30 pounds	\$ <u>185.40</u> per 1 LB.	Yes
28.	Talstar P Manufacturer: <u>FMC</u> Container Size: <u>1 Gallon</u>	#10056776 1 gallon	20 gallon	\$ <u>58.36</u> per 1 Gal.	Yes

\* Alternate/Equal, see attached label; (A) Agency item

**ATTACHMENT 1 continued**  
**RESPONDENT'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-16**

NO	DESCRIPTION	U/M	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
40.	20-0-10 90% Dur; 19% Dimension; 58% Acelepryn * 30-0-10 Proscape EX-067 Acelepryn 167% Dimension Manufacturer: Lebanon Container Size: 50 LB. bag	#2254796 50 pounds	300 bags	\$ 82.00 per 50 LBS.	NO, Proscape 30-0-10 100% Meth EX-067 Acelepryn 167% Dimension
41.	24-0-5 80% D45 50P; 19% Dimension; 58% Acelepryn * 30-0-10 Proscape EX-067 Acelepryn 167% Dimension Manufacturer: Lebanon Container Size: 50 LB. bag	#2254796 50 pounds	300 bags	\$ 82.00 per 50 LBS.	NO, Proscape 30-0-10 100% Meth EX-067 Acelepryn 167% Dimension
42.	5-0-20 19% Dimension; .058% Acelepryn Manufacturer: Container Size:	50 pounds	300 bags	\$ NO BID	
@Agency Item * Alternate / Equal, see attached label Shop Location(s): See attached local branch's Days & Hours of Operation: Mon. - Fri. 7:30am - 4pm Point of Contact Name: Ken Harding, Sales Rep. Point of Contact Phone: Cell: 913-208-6546 Purchase Order Email Address: bids@SiteOne.com				<b>GRAND TOTAL, ITEMS 1-42 \$ 5694.52</b>	

**CERTIFICATION**

SIGNATURE: <u>Molly M Vorous</u>	DATE: <u>1-6-17</u>
NAME: <u>MOLLY VOROUS</u> (Print or Type)	PHONE: <u>216-706-9250</u> <u>ext. 2550</u>
TITLE: <u>Senior Bids Rep.</u> (Print or Type)	MOBILE:
COMPANY NAME: <u>SiteOne Landscape Supply</u> (Print or Type)	FAX: <u>248-581-1433</u>
EMAIL ADDRESS: <u>bids@SiteOne.com</u> (Print or Type)	

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a twelve-month term and supply contract with three twelve-month options to extend for the furnishing of real estate appraisal services for use by the Public Works Department, to Bliss Associates of Kansas City, MO, under the terms and conditions set forth in the City of Lee's Summit, Missouri Contract No. 2017-306-3, an existing government contract.

**RESOLUTION NO. 19508**, June 12, 2017

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Public Works Department has a need for real estate appraisal services for right-of-way negotiations on County road and bridge projects; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with three twelve-month options to extend to Bliss Associates of Kansas City (Jackson County), MO, under the terms and conditions set forth in the City of Lee's Summit, Missouri Contract No. 2017-306-3, 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 discounts offered to large entities; and,

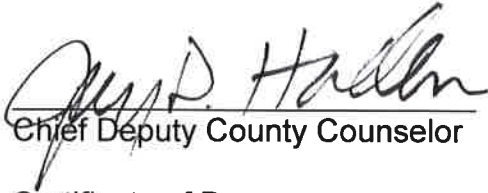
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract 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 for 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 on the contract, including final payment, to the extent that sufficient appropriations to the using spending agency are available 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. 19508 of June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19508

Sponsor(s): Greg Grounds

Date: June 12, 2017

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Twelve Month Term and Supply Contract, with Three Twelve Month Extensions, for the furnishing of Real Estate Appraisal Services for the Public Works Department from Bliss Associates of Kansas City, Missouri under the terms and conditions of the City of Lee's Summit, Missouri Contract No. 2017-306-3, 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:</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 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>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:	
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:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Public Works Department requires a Term and Supply Contract for Real Estate Appraisal Services for Right-of-Way negotiating on projects the department is working on. The City of Lee's Summit, Missouri has an existing, competitively bid contract for these services.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract, with Three Twelve Month Options to Extend for Real Estate Appraisal Services for the Public Works Department to Bliss Associates of Kansas City, Missouri under the terms and conditions of the City of Lee's Summit, Missouri Contract No. 2017-306-3, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offered to larger government entities.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>A Memorandum from Earl Newill, Chief Engineer of the Public Works Department and the pertinent pages of the City of Lee's Summit, Missouri Contract No. 2017-306-3.</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 6.5.17</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date: 6/5/17</td></tr> <tr> <td>Division Manager:</td><td>Date: 6/8/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 6.5.17	Finance (Budget Approval): <i>If applicable</i>	Date: 6/5/17	Division Manager:	Date: 6/8/17	County Counselor's Office:	Date:		
Department Director:	Date: 6.5.17										
Finance (Budget Approval): <i>If applicable</i>	Date: 6/5/17										
Division Manager:	Date: 6/8/17										
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**  
**Public Works Department**

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

# Memo

To: Barbara Casamento, Finance and Purchasing

From: Earl Newill P.E., Chief Engineer *Earl Newill*

cc: File

Date: May 23, 2017

Re: Bliss and Associates (Appraisal and Negotiating Services)

**Subject:**

The City of Lee's Summit has a contract with Bliss and Associates for Appraisal and Right of Way negotiating services. The Public Works Department is in need of these services for the Rock Island RR to Trail Project, and other projects. We would like to piggyback on Lee Summit's contract; designating an amount not to exceed \$50,000 for these services in the next 12 months. Let me know if there is any other information you need to proceed. Thanks

*Frank White, Jr., County Executive*

**AGREEMENT FOR  
REAL ESTATE APPRAISAL SERVICES  
RFQ 2017-306-3**

**THIS AGREEMENT** made and entered into this 15<sup>th</sup> day of February, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Bliss Associates, LLC** (hereinafter "Service Provider").

**WITNESSETH:**

**WHEREAS**, City intends to have services for real estate appraisals; and

**WHEREAS**, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

**WHEREAS**, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

**WHEREAS**, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I  
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II  
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at

the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

### **ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

### **ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER**

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
  - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
  - 2. Invoice Number and Date.
  - 3. City Purchase Order Number.
  - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

### **ARTICLE V TERM**

The term of this Agreement shall be a one (1) year period from 3/15/2017 through 3/15/2018. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

### **ARTICLE VI Page 2 of 2**

## INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

### A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's rates.

### B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

### C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

### D. GENERAL LIABILITY POLICY

#### Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

Bodily Injury and Property Damage  
Insured Contract's Contractual Liability

Additional Insured: City of Lee's Summit, Missouri

### E. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

#### Limits

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$100,000/\$300,000
--	---------------------

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. WORKERS' COMPENSATION: As required by law.

G. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee
- B. OWNERSHIP OF DOCUMENTS: Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, compuler files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation
- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.
- D. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days

advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS**: Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER**: Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS**: Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS**: Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.
- J. **LIMITATION OF LIABILITY**: In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.

- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.
- T. **NOTICE:** Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer  
City of Lee's Summit  
220 SE Second Street  
Lee's Summit, MO 64063

Director of Public Works  
City of Lee's Summit  
220 SE Second Street  
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

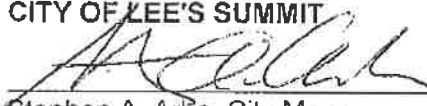
Bliss Associates, LLC  
1000 Walnut Street, Suite 920  
Kansas City, MO 64106-2145

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

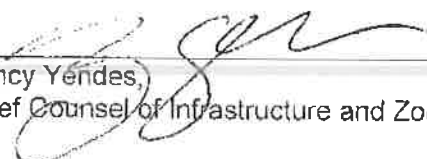
THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 15<sup>th</sup> day of February, 2017.

CITY OF LEE'S SUMMIT

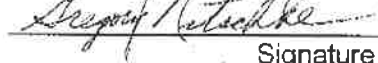
  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

  
Nancy Yendes,  
Chief Counsel of Infrastructure and Zoning


SERVICE PROVIDER:

Bliss Associates, LLC

BY:   
Signature

GREGORY NITSCHKE  
Print Name

ATTEST

  
CITY CLERK

TITLE: PRESIDENT

## EXHIBIT A

## PRICING SCHEDULE:

Compensation for services will be made at the hourly rate and fee schedule described below:

The total cost for services will be agreed to on a job-by-job basis.

The following are hourly rates for personnel and a mileage reimbursement rate:

## 1. Personnel hourly rates:

	2017	2018
Principal Appraiser	\$140.00	\$150.00
Associate Appraiser	\$120.00	\$130.00
Principal Right-of-Way Agent	\$140.00	\$150.00
Right-of-Way Agent	\$140.00	\$150.00
Right-of-Way Agent Technician	\$110.00	\$110.00
Negotiator	\$140.00	\$150.00
Court Testimony	\$185.00	\$195.00

## 2. Mileage:

Mileage will be paid at the IRS set rate per mile for trips to inspect site, to contact property owners, to city or county offices, and to engineering companies.

## 3. Out of Pocket Expenses:

Reimbursement of out of pocket expenses at cost (maps, ownership documents, long distance phone calls, filing fees, etc.)

## 4. Additional Services:

Any additional services required, including meeting attendance, negotiations beyond the specified scope, or any other services will be compensated for at the hourly rates and reimbursement schedule.

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

**A RESOLUTION** awarding contract for the operation of a water sports entertainment park for use by the Parks + Rec Department to Rowdy Ribbits, LLC, of Savannah, MO, as a sole source purchase, for a concessions fee payable to the County.

**RESOLUTION NO. 19509**, June 12, 2017

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department desires to provide a water sports park at the Longview Lake Beach; and,

WHEREAS, the Wibits Water Park system contains a series of air inflatables designed to create a water-based family entertainment center; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract to Rowdy Ribbits LLC, of Savannah, MO, for the operation of the Wibits Water Park for use by the Parks + Rec Department, for a concessions fee payable to the County; and,

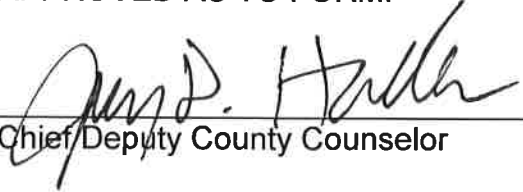
WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, the Director further recommends that he not take competitive bids for the Wibits Water Park for the reason that Rowdy Ribbits LLC, is the only known provider of this water-based entertainment center; 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.

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. 19509 of June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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.: 19509

Sponsor(s): Tony Miller

Date: June 12, 2017

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Contract to provide Concession Operations for a Wibits Water Sports Park at the Parks + Rec Department from Rowdy Ribbits, LLC of Savannah, Missouri as a Sole Source.</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 checked="" type="checkbox"/> No budget impact (no fiscal note required) – <b>Vendor pays County</b>  <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:	
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:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Parks + Rec Department would like to enter into a Contract with Rowdy Ribbits, LLC of Savannah, Missouri to install a Wibits Water Park at the Longview Lake Beach. The Wibits Water Park is a series of rubber sealed air inflatables which would create a water based family entertainment center. Rowdy Ribbits would purchase all of the equipment, hire and pay all staff to run the park and carry the required insurance for the park. There will be no cost to the County and the gross sales of admission, memorabilia and rentals will be shared with the Parks + Rec Department. The Contract will be negotiated by the County Counselor's Office.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends Award of this Contract as a Sole Source. Research by both the Parks + Rec Department and the Purchasing Department indicates there are no other vendors in the Greater Kansas City Metropolitan Area or in surrounding states that can provide these services.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
ATTACHMENTS	<p>Memorandum from Michele Newman, Director of Parks + Rec Department; Rowdy Ribbits proposal; a copy of the proposed contract and the insurance information.</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval):</td><td>Date:</td></tr> <tr> <td>If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date:	Finance (Budget Approval):	Date:	If applicable	Date:	Division Manager:	Date:	County Counselor's Office:	Date:
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: Barbara Casamento, Purchasing Supervisor

From: Michele Newman, Director, Parks + Rec *mm*

Re: Rowdy Ribbits, LLC as a Sole Source

Date: May 31, 2017

Jackson County Parks + Rec considers Rowdy Ribbits, LLC the sole source vendor to provide a Wibits Water Sports Park at the Longview Lake Beach during the 2017 season. A Wibits Water Sports Park features a series of rubber sealed air inflatables, which create a water based family entertainment center.

Rowdy Ribbits, LLC is the only vendor to approach Jackson County Parks + Rec, interested in offering this recreational water park. Rowdy Ribbits, LLC is owned and operated by Brittani Hatley from St. Joseph, MO. As the owner and operator of Rowdy Ribbits, LLC they are required to purchase and carry the required insurance associated with the operation of the water sports park. Beach admission will be paid by each participant, and as a part of this partnership a percentage of gross revenue from the sale of admission tickets, memorabilia and rentals will be shared with the Parks Department. This partnership will require no cost to the County. Rowdy Ribbits, LLC will be required to sign a contract, which will be negotiated by the County Counselor's office.

Recreation staff researched two of the major pool management companies in Missouri, USA Pool Management and Midwest Pool management; neither conducts this type of business. Barbara Casamento conducted her own research with no success in finding other vendors interested in partnering with the County. According to the national distributor of Wibits Equipment, Commercial Recreation Specialists, Rowdy Ribbits, LLC is the only company to have contacted them to purchase equipment for the construction of a Wibits Water Sports Park. Barbara Casamento, as well as the Recreation Superintendent, have personally been in contact with Pat Whelan, Product Sales Specialist from Commercial Recreation Specialists and verified this information. With this knowledge, we feel Rowdy Ribbits, LLC is the only vendor capable of providing this new exciting attraction at Longview Lake with no cost to the county.

Jackson County Parks + Rec would like to recommend Rowdy Ribbits, LLC as the sole source provider of a Wibits Water Sports Park at Longview Lake. We believe this would be a popular attraction, delivering an extraordinary beach experience and create a new stream of revenue for the Parks + Rec Department.



Frank White, Jr., County Executive

## **Rowdy Ribbit's Proposal for Longview Lake**

Rowdy Ribbit's proposes to develop a seasonal Inflatable Sports Park at Longview Lake in Kansas City, Missouri. We will partner with Jackson County Parks + Rec to leverage the beach area and create a venue that will provide local residents and visitors with a unique, safe, fun, and active recreation option that will appeal to all age groups. We are also focused on providing youth groups, churches, and summer sports leagues with a great place for a team building opportunity. Our goal is to create a "Best of Class" attraction that delivers an unprecedented beach experience backed by a sustainable business model that is operationally sound and fiscally stable. To meet these goals, Rowdy Ribbit's will install a custom Wibit Sports Park with a capacity of up to 100 people. We will have activity zones that appeal to different ages and abilities, including a shallow water zone called the "Tadpole Pond", for smaller children unable to use the main Wibit attraction.

In exchange for use of the beach and lake area, Rowdy Ribbit's proposes a 10% profit share of gross revenue generated by the Wibit's Sport Park to be paid out on the first Monday of each month. Revenue will be tracked using state of the art software provided by FareHarbor. FareHarbor will also be the scheduling software used for beach guests to book their time at Rowdy Ribbit's. Jump times will begin at 1:30pm during the week and 11:30am on weekends. Guests will have the option of purchasing one hour for \$20 or two hours for \$25. Children 6 years and under will have access to the "Tadpole Pond" for no charge with the purchase of an adult admission to the Sports Park. Beach guests that do not wish to use the Sports Park but would like access to the shallow water zone or, "Tadpole Pond" may purchase a day pass for their children 6 years and younger for \$5 each. Parents will have access to the shallow water zone during the times their children are utilizing the area. We will also offer "corcl's" and "turbo paddlers" available to rent for \$5. Rowdy Ribbit's will use a color coded bracelet system to track guests in and out of the Sports Park.

Rowdy Ribbit's will maintain it's own staffing to include 2 certified life guards at all times. In addition to the lifeguards, there will be 3 support staff and a park manager to provide direction, assist with life jackets, and keep the park running smoothly. At the beginning of each session, guests will be read the rules and safety regulations of the park. Those will also be posted for guests to read. Any violation of those rules will result in dismissal from the park. Safety is our number one priority. A liability waiver will be required from any and all individuals using the inflatables or other equipment supplied by Rowdy Ribbit's. Our staff will have a small tent set up at the corner of the beach for guests to check-in, sign waivers, etc.

Rowdy Ribbit's will maintain a General Liability policy that indemnifies Jackson County Parks + Rec and the Army Corp of Engineers. The policy will include minimum coverages of \$2 million per occurrence and an additional \$2 million general aggregate. Both mentioned parties will be listed as additional insured on this policy.

The Wibit Sports Park is a series of inflatable slides, runways, jumping pillows and bouncers all connected together and floating in a large, clean and refreshing lake. Our park features swings, ramps, jumps, ladders, a trampoline, a slide, wobble bridges, and so much more. There is a great variety of different shapes, sizes and functions, making the activity exciting and entertaining for everyone. The Wibit equipment is the absolute best available in any market with the highest safety standards and best durability. Attached are the specifics of the Wibit equipment Rowdy Ribbit's will be utilizing.

We look forward to a fun and profitable summer with Jackson County Parks + Rec!

Sincerely,

A handwritten signature in cursive script, appearing to read "Brittani Hatley", followed by a long horizontal line extending to the right.

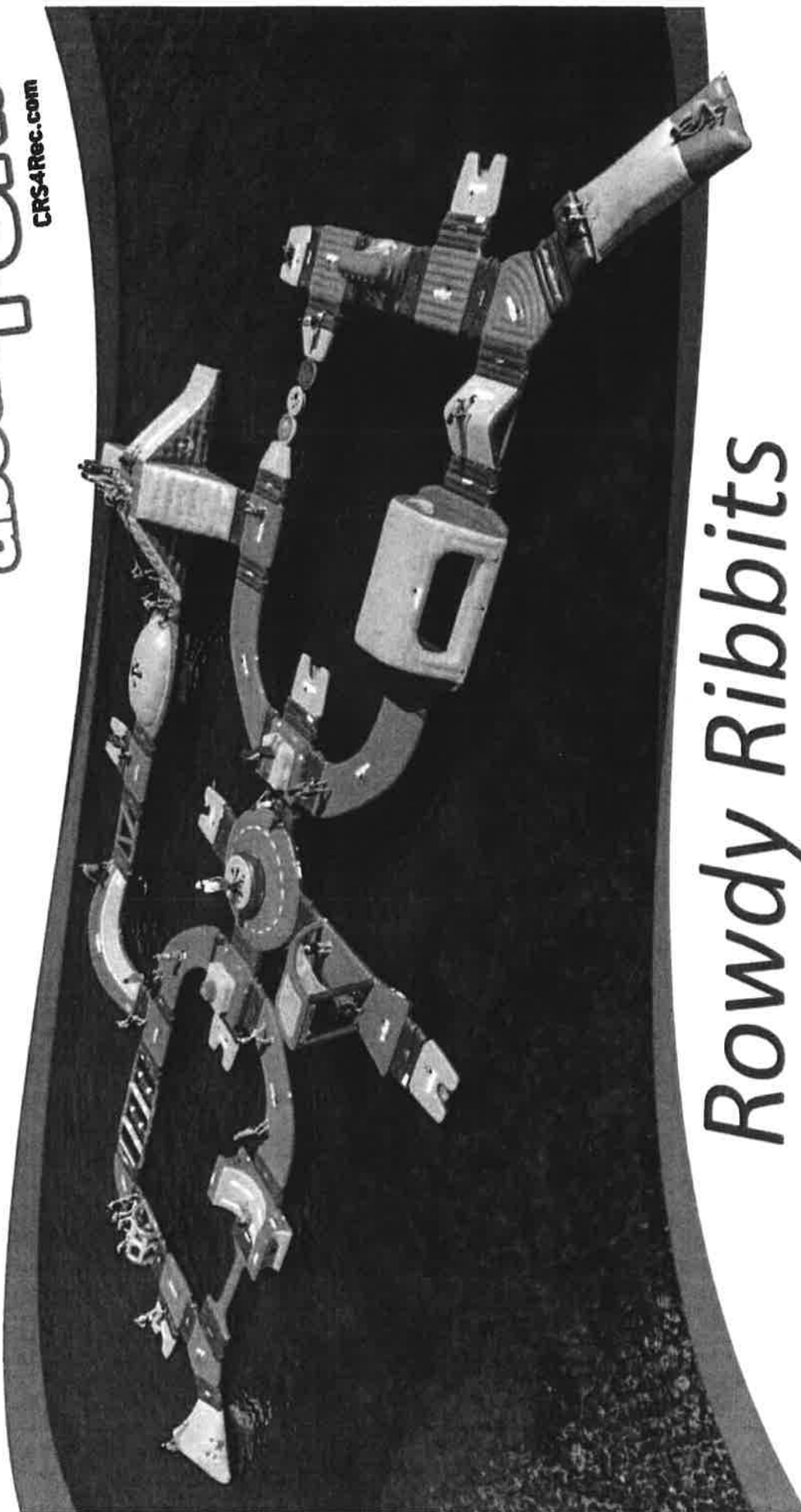
Brittani Hatley,  
Owner



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**Serious  
about FUN!**

CRS4Rec.com



# *Rowdy Ribbits Longview Lake*

Res. 19509



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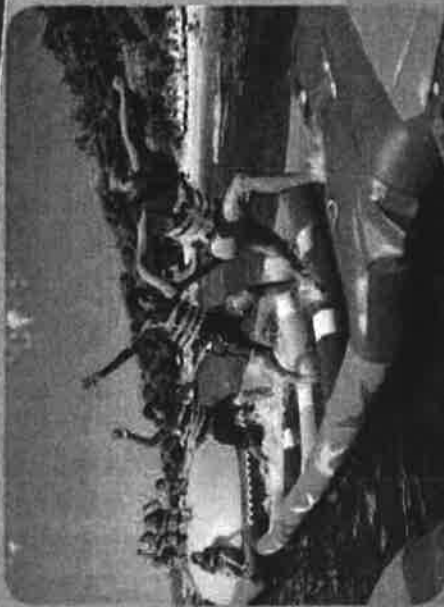
# Inflatable Components



## High Roller

Climbing, running, crawling... Just find the best way cross! It's a slippery issue and that why it's so much fun. The High Roller represents a unique challenge for your water Sports Park.

**Dimensions:** 30' L x 8' W x 6' H  
**Minimum Water Depth:** 5' 10"  
**Capacity:** 4 People  
**Weight:** 322 lbs



## Hurdle

Go over, go under or maybe try to run on top of them? It's the suitability for shallow water that makes the Hurdle a great fit for virtually any location!

**Dimensions:** 20' L x 8' W x 1' H  
**Minimum Water Depth:** 3' 11"  
**Capacity:** 2 People  
**Weight:** 70 lbs



## Lifeguard Tower

Optimal height, ideal placement. A perfect overview. With your lifeguard positioned at the center of the action, response and rescue time improves.

**Dimensions:** 20' L x 10' W x 13' H  
**Minimum Water Depth:** 7' 2"  
**Capacity:** 2 People  
**Weight:** 392 lbs

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# Wibit Beach Tent



## Beach Tent

Made in the shade.  
An easily identifiable  
beach presence for your Sports Park  
operators to register guests while they  
get a break from the sun.

**Dimensions:** 9' L x 7' W x 8' H  
**Minimum Water Depth:** N/A  
**Capacity:** N/A  
**Weight:** 66 lbs



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# Life Vests

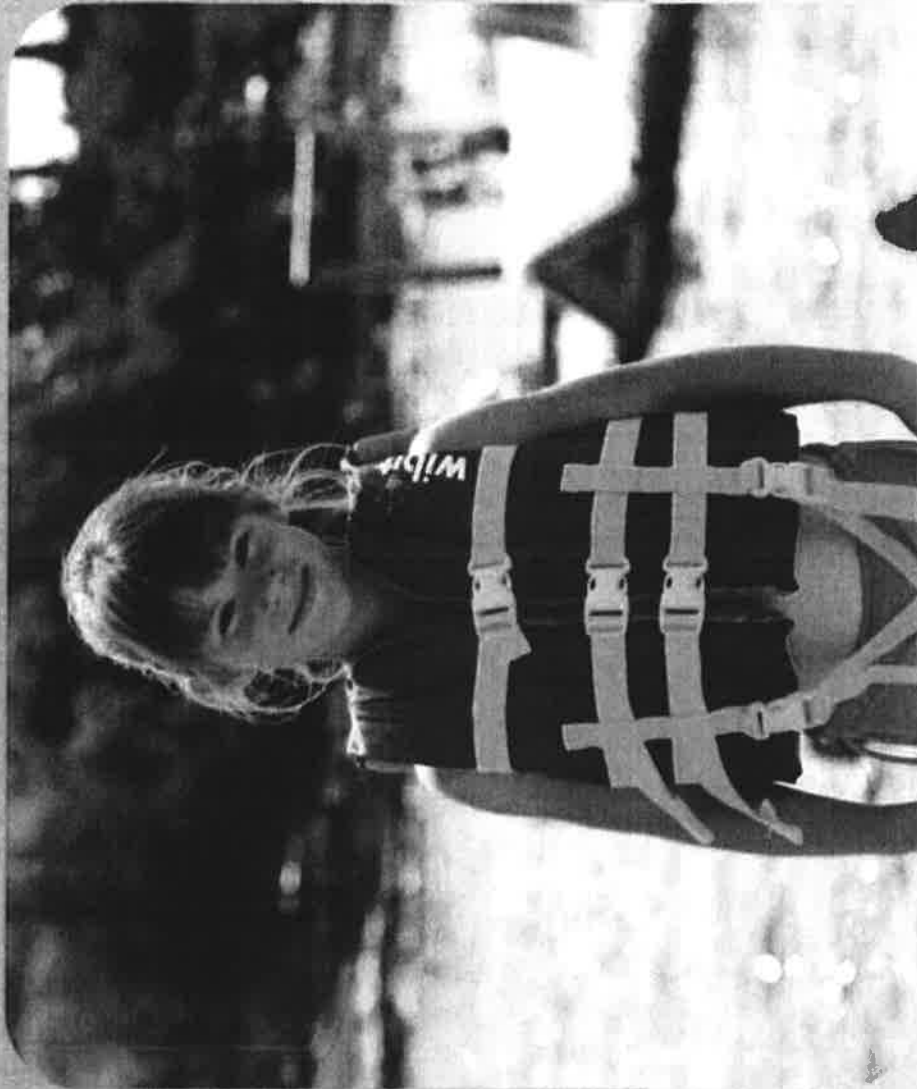


## Life Vests

Wibit Life Vests are U.S. Coast Guard approved and provide comfort and safety for all types of water activities. All models come with large armholes and have open-sided styling.

**Sizes:** Youth, Adult XS, S/M, L/XL, XXL/XXXL

**Material:** Nylon Shell, EPE Foam



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# Corcls



## Corcls

These durable, low-maintenance saucer-style boats are an exciting waterfront activity for campers. Paddle around, spin or try elaborate balance challenges. Safe and fun for any age.

**Dimensions:** 47" DIA x 11.5" H

**Capacity:** 275 lbs

**Weight:** 27 lbs



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the evolution of waterplay

# *Material Explanation*

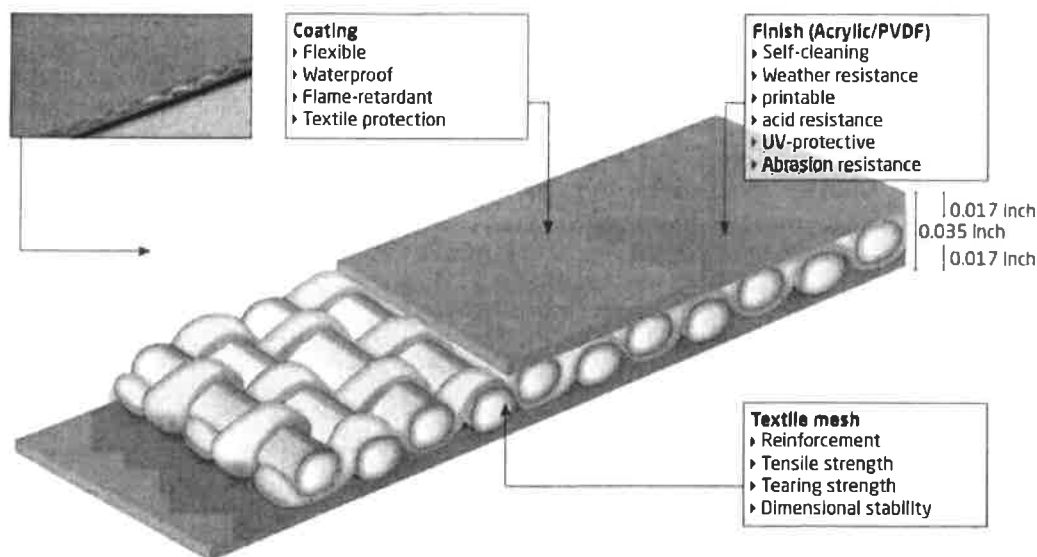
PVC + FlatTop™

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## PVC material explanation

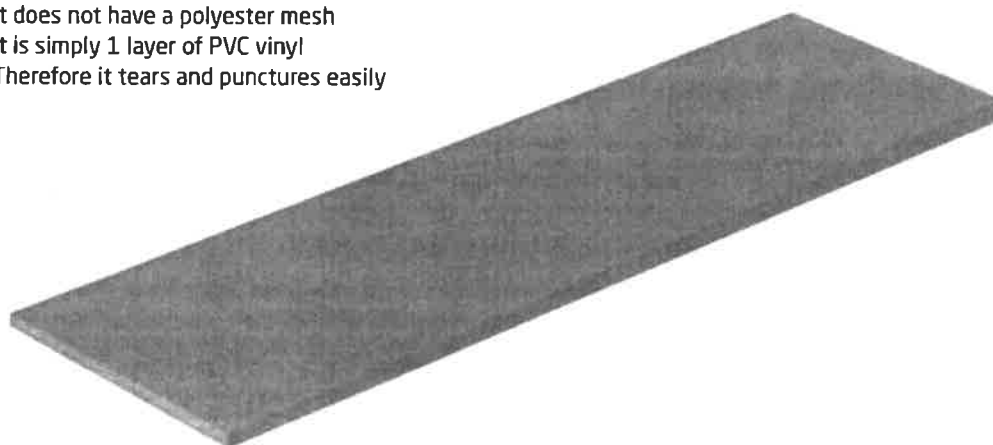
### What kind of PVC material is available?

1. **Reinforced (supported) PVC material** is used for inflatable boats and also for Wibit products
  - › Wibit products are made out of reinforced PVC which means it has a polyester mesh "sandwiched" between 2 layers of PVC sheets. The thickness of the 2 layers determines the weight of the reinforced PVC material.



Wibit material is 32 oz/yd<sup>2</sup> (weight of the material incl. the mesh 1,000 denier)

2. **Unsupported PVC vinyl material** is mostly for private use, such as air mattresses, pool floats etc.
  - › Unsupported PVC vinyl is cheap but weak
  - › It does not have a polyester mesh
  - › It is simply 1 layer of PVC vinyl
  - › Therefore it tears and punctures easily



Unsupportes PVC vinyl material is 10 oz/yd<sup>2</sup> (weight of the material)



the evolution of waterplay **wibit**

## Material Explanation

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Material Explanation 2


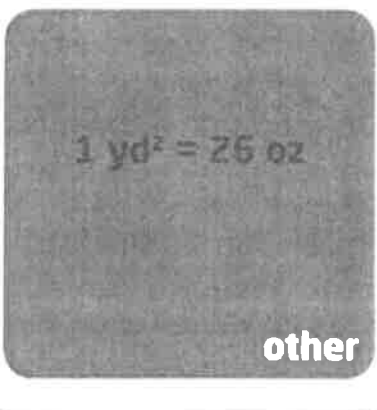
## PVC material explanation

What does Oz stand for?



The term Oz (Ounce) refers to the weight of the material per square yard. The heavier the material is, the thicker it is. For example 32 ounce means that the material weighs 32 ounce per square yard. Other manufacturers usually use 26 ounce material.

The advantages of heavier reinforced PVC is the material will be more resistant, difficult to puncture and increases the life span.

Wibit	other suppliers
	

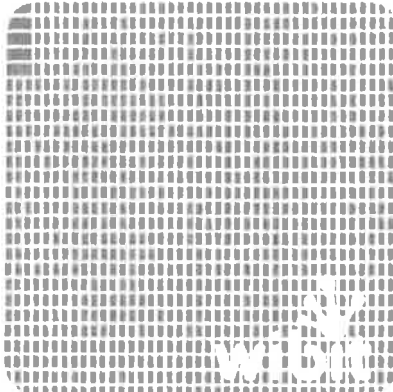
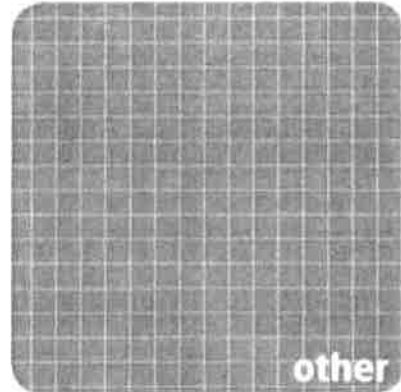
## PVC material explanation

### What does denier stand for?

The weight of the thread which determines the strength is measured in denier:  
1 denier = 0.0022 lbs/29.527.00 ft

The density (Density = Number of thread) of the polyester mesh used in reinforced PVC Material expresses the strength of the material. The denser the mesh is the stronger the PVC material.

Wibit uses 1.000 denier and a thread count of 28 x 26 threads per square/inch where as other manufacturers normally use only 800 denier with only 16 x 14 threads per square/inch.

Wibit	other suppliers
 <p>1.000 denier and a thread count of 28 x 26 threads per square/inch</p>	 <p>800 denier and a thread count of only 16 x 14 per square/inch</p>

### lbs in relation to force

Other materials have an adhesion value of less than 4.6 lbs/inch. That means that the PVC coating does not stick to the mesh inside very well and causes bubbles and leaks to the material and it is easily damaged. Make sure that adhesion values are tested by 3<sup>rd</sup> parties (Independent test laboratories such as TÜV) to ensure the values are correct.

## PVC material explanation

### Material Differences

Specification	Wibit	other suppliers
Density/ weight of mesh	1,000 denier	~ 800 denier
result	the higher the denier number, the <b>STRONGER</b> the material	
Total thickness	0.035 inch	0.024 inch
result	the higher the thickness, the better the <b>AIR TIGHTNESS</b> and <b>DURABILITY</b> of the material	
Total weight	32 oz/yd <sup>2</sup>	26 oz/yd <sup>2</sup>
result	the higher the weight, the more <b>PUNCTURE RESISTANT</b>	
Adhesion strength	more than 11.9 lbs/inch	~ 4.6 lbs/inch
result	the higher the lbs number, the better the <b>ADHESION</b>	
UV-resistance	more than 2 years	?
result	the better the UV-coating, the better the <b>COLOR RETENTION</b>	
Heavy metals/lead	non existant	?
result	<b>TOXIC</b> if you come in contact with heavy metalls	
Plasticizers	non existant	?
result	<b>TOXIC</b> if you come in contact with plasticizers	
Testing of materials	TÜV, SGS or other test houses	?
result	proves the material is <b>SAFE</b>	

### Tested according to

Specification	Wibit	other suppliers
Adhesion strength	DIN 53357	?
Tensile strength	DIN 53354	?
Tear strength	DIN 53356	?
Temp. resistance	DIN 53361	?
Weather test	DIN 54004	?

### What is covered in the guarantee?

Specification	Wibit	other suppliers
Seams	guarantee of 2 years	?
Valves	guarantee of 2 years	?
PVC material	guarantee of 2 years	?



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## Material Explanation

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Material Explanation 2

## PVC seam explanation

### Overlap seams:



► Overlap seam



► Overlap seam with seam tape



► Overlap seam with cover strap and seam tape



► Overlap seam with clear cover strap,  
PVC cover strap and seam tape

### Butt seams:



► butt seams with cover strap



► butt seam with cover strap  
and seam tape



► butt seam with clear cover strap,  
cover strap and seam tape





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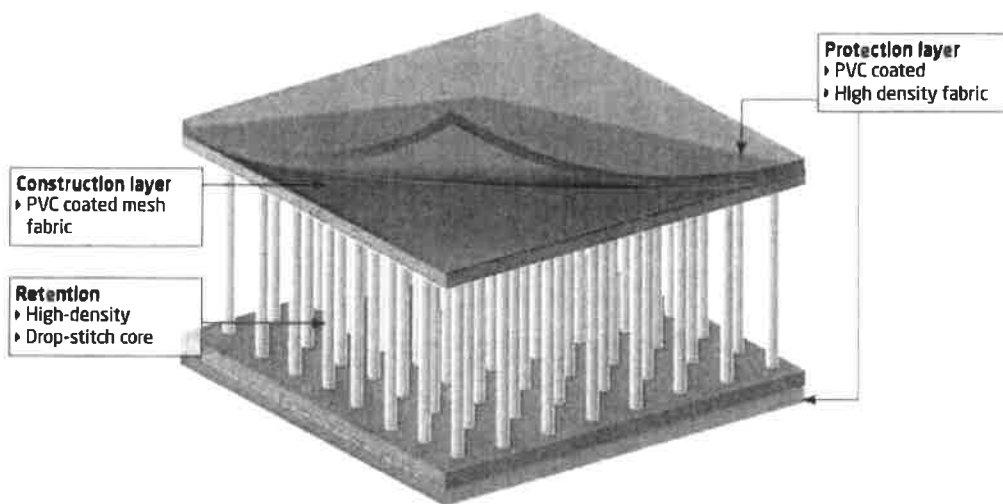
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Material Explanation 2

## FlatTop™ material explanation

What is FlatTop™ material? What are the advantages?



The Wibit FlatTop™ technology has been designed using a unique double-wall construction. This method allows our products to take on exciting new low-profile shapes while keeping the surface virtually flat. It consists of thousands of threads inside the material that keeps the flat shape. The Wibit FlatTop™ material also has an extra layer of approx. 0.04 inch PVC material on the top and bottom surfaces. This makes a big difference as it is more resistant against damage (such as punctures) and greatly increases the life span. As the result this special technique is quite costly but Wibit represents the best materials used.



Make your day.

## Jackson County Parks + Rec 2017 Longview Lake Beach Use Agreement

This Longview Lake Beach Use Agreement (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Jackson County Parks + Rec ("JCPR") and \_\_\_\_\_ Rowdy Ribbits, LLC and its Owner Brittani Hatley residing at 13661 County Road 355, Savannah, MO 64485 ("RR").

WHEREAS, JCPR is a recreation department organized to provide quality, cost-effective recreation programs and facilities that reflect the needs of Jackson County residents and that add value to the Greater Metropolitan Community;

WHEREAS, RR is a business who is interested in partnering with JCPR to provide a seasonal water based family entertainment center at the Longview Lake Beach; and

WHEREAS, RR desires to utilize the JCPR facilities for the purpose of offering a Wibits Water Sports Park, and JCPR is willing to allow such use, both subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and, in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **I. Management Company Duties.**

- A. **Water Sports Park.** A Wibits Water Sports Park is a series of rubber sealed air inflatables, topped off weekly or semi weekly as deemed necessary. The placement of each inflatable is determined by either depth of water or pattern of play. The inflatables are designed for individuals reaching a minimum height of 48 inches tall. The water play structure would be anchored at the south side of the beach area and protected by a buoyed rope system. See Attachment A and A-1 diagram. A secondary portion of the experience is the option to use Corcls and Paddlers in a lazy river type area surrounding the water structure.
- B. **Anchors.** The water play structure will be anchored at the south side of the beach area as designated in Attachment B-1 and protected by a buoyed rope system. The anchoring system consists approximately of 40 tires filled with 1/3 yard of concrete each, rope, chain and hooks as designated in Attachment B-2 and B-3. Tire anchors may remain in the lake attached to identifying buoys for future use.

- C. **Standards of Conduct.** RR agrees that a Wibits Water Sports Park may be perceived as a JCPR facility and RR and his/her staff may be perceived as being part of the JCPR staff. Therefore, RR's owner(s) and staff agree to conduct themselves and administer the Wibits Water Sports Park, according to the highest standards. RR also agrees to ensure their staff shall act according to the same high standards.
- D. **Season Dates.** The Wibits Water Sports Park would be open Memorial Day through Labor Day during the same hours as Longview Beach: Monday-Friday 1:00 p.m. to 7:00 p.m. and Saturday and Sunday 11:00 a.m. to 7:00 p.m. The Wibits Water Sports Park closures would coincide with Longview Beach closings based upon special events, inclement weather or water quality issues.
- E. **Equipment.** RR shall provide all equipment necessary to operate the Wibits Water Sports Park at no cost to JCPR. For example, but not limited to, inflatable water apparatus, anchoring system for the water apparatus, rental equipment, registration kiosk, perimeter buoys and rope. Excluding the anchors, all equipment must be removed from the Longview Lake Beach no later than September 6, 2017. Neither the anchoring system nor the inflatables are permanent structures.
- F. **Location of water sports park.** Longview Lake Beach, 11101 Raytown Road, Kansas City, MO 64134.
- G. **Insurance.** RR shall provide proof of Comprehensive General Liability Insurance indemnifying the Army Corp of Engineers and Jackson County, MO, and naming them as additional insureds with a minimum \$2 million per occurrence and a \$2 million general aggregate. Proof of Liability insurance shall be presented to Jackson County, Missouri no later than June 15, 2017. RR must also be insured for vandalism or damage to the water structure while anchored in the lake.
- H. **Patron Reservation Fees.** RR shall be responsible for all financial transactions related to the Wibits Water Sports Park. RR shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admission, memorabilia or rental of equipment at the site. RR shall sell tickets via the internet or on-sight at the Longview Beach. RR staff will be responsible for all equipment associated with financial transactions: ticket booth, computer, cash drawer, start up cash, credit card readers Wi-Fi connection, proof of purchase identifying wrist bands and any other equipment deemed necessary.
- I. **JCPR Approval of Outside Entity / Individual Involvement.** No later than (7) days prior to the commencement of a Wibits Special Event, RR shall notify the JCPR staff liaison of any proposed promotional happenings, contests, raffles, and/or other similar events at the time period offered. The operation of any of the aforementioned contests or competitions and involvement with the event by any outside individual must be approved by JCPR and JCPR may, at its sole discretion, prohibit any such activity or involvement.
- J. **Staff Requirement.** RR is responsible for hiring, training, supervising and compensating all staff associated with the operation of the Wibits Water Sports Park. RR Staff must be on-site at least (30) minutes prior to the scheduled beach opening time each day and remain on

site until the Longview Beach closes. If the required number of RR staff is not present upon opening of the beach the attraction will not open. If the attraction opens for the day and staffing falls below the required number, the attraction will be closed. RR, or its designee, such designee being at least twenty-one (21) years of age, must be on-site throughout the duration of the day. RR shall hire certified American Red Cross lifeguards to work the Wibits Water Sports Park. JCPR requires a minimum of 3 lifeguards be assigned to guard the Wibits Water Sports Park at all times. JCPR requires RR to position 2-4 staff members plus a daily manager on the beach to assist with the management of the water sports park, including but not limited to selling of tickets, signing of waivers, equipment rental, training of participants and the fitting of patrons with US Coast Guard approved lifejackets and identification wristbands.

- K. **Patron Participation Requirements.** Participation in this attraction will require individuals to pay the established beach admission fee (\$5 per adult 16 and older, \$3 for kids 3-15), plus purchase a separate ticket to participate at the water sports park. Safety regulations would include each participant signing a waiver, wearing a wristband and being fitted with an appropriate sized US Coast Guard approved lifejacket. Participants may not enjoy the attraction without fulfilling these requirements.
- L. **Special Needs.** RR shall communicate any special needs to the JCPR staff liaison a minimum of (48) hour prior to the need.
- M. **Memorabilia.** Upon signing this agreement, RR shall inform the JCPR staff liaison whether or not he/she will sell Wibits Water Sports Park memorabilia.
- N. **Property.** RR assumes all responsibility and JCPR assumes no responsibility whatever for any property of RR, RR exhibitors or participants placed on said property and the County is released from any and all liability for loss, injury or damage to any property brought onto Park property throughout the season. Additional recreational equipment must be removed from the beach front at the conclusion of each day's business (for example, but not limited to lifejackets, Corcls and Paddlers). A Dry Storage enclosure is available at the Longview Lake Marina for overnight storage of property if RR wishes to utilize such storage. The fee for the Dry Storage space would be based upon the 2017 Schedule of Park User Fees and Charges.
- O. **Property Damage.** RR will be responsible for repair of any damages to park property, caused through negligence by RR staff, volunteers and/or employees. At the conclusion of the season, RR will be responsible for restoring the property to its condition prior to the season. If the property is not restored within 30 days of season end, the County may retain any and all vendors, suppliers and or contractors necessary to restore the property to its original condition. The cost of such restoration shall be at the sole cost of the RR.
- P. **Agreement Assignment.** RR shall not assign this Agreement, nor suffer any use of said Property other than specified in this agreement nor sublet the Property or any part thereof, without expressed written consent of the County.

## II. **JCPR Duties.**

- A. **Beach Front Headquarters.** JCPR shall provide an area designated on the Longview Beach as the Wibits Water Sports Park headquarters. This area shall serve as the official

entry point into the Wibits Water Sports Park, along with adequate space to conduct daily business activities.

- B. **Additional Services/Items Provided by JCPR.** JCPR shall provide such services/items, including, but not limited to, a staff liaison, restrooms, trash barrels, and trash removal, refrigerated storage for staff use and a designated parking area for equipment storage trailer on the Longview Beach parking lot. JCPR shall not provide such services/items, including, but not limited to, paid advertising, equipment or equipment repair, lifeguards, site manager or registration staff.
- C. **Beach Set-Up.** JCPR staff will prepare the beach and restrooms daily for public use. This includes, but not limited to, cleaning of restrooms, removal of trash and debris from beach grounds and parking lot, removal of goose droppings from sand and sidewalks and weekly dragging of sand.
- D. **Beach Manager.** A JCPR Beach Manager is on site to help with enforcement of JCPR policies, lifeguard scheduling, daily beach preparation and managing the sale of admissions each day. No additional fees will be charged to the RR for the assignment of this individual.
- E. **Proceeds Retained by JCPR.** JCPR shall retain proceeds from all concession sales and 10% of gross revenue collected by RR through the sale of admission tickets, memorabilia and rentals from the Wibits Sports Park. RR shall retain 90% of the remaining percentage of gross revenue collected through the sale of admission tickets, memorabilia and rentals generated from the Wibits Water Sports Park. JCPR requires payment on a monthly basis beginning August 1, 2017. Payment must be accompanied by a gross revenue report outlining the previous month's activity and mailed to Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015. Attn: Tina Spallo, Superintendent of Recreation.

It is understood by RR that all water park participants are required to pay the beach admission fee (\$5 adults 16 and older, \$3 children 3-15 years of age). 100% of these fees will be retained by JCPR.

### III. **Longview Beach Use Guidelines.**

- A. **Publication of Rules.** RR shall provide all signage related to the operation of the Wibits Water Sports Park. This would include, but not limited to, rules, pricing, hours and refund policy information. It is recommended that signage be printed in English and Spanish.
- B. **Behavior Rules.** RR agrees that the Wibits Water Sports Park rules contain provisions ensuring that the behavior of participants and spectators is appropriately controlled.
- C. **Maximum Number of Participants.** At no time will RR staff permit more than 100 individuals to be on the water apparatus at one time.
- D. **Food and Drink.** JCPR allows beach participants to carry in food and drink for consumption inside of the Longview Beach facility. No alcohol or glass containers are allowed. Special event days may be scheduled at the Longview Beach, where food trucks are invited to set up in the parking lot. Food Truck vendors would be required to pay a

vendor fee to JCPR and must comply with the Jackson County Environmental Health Standards. All Food Truck revenue would be retained by the Food Truck vendors.

- IV. **Additional Information About JCPR Facilities.** Full service restrooms, with shower and changing facilities are available for use by all paying participants.
- V. **Term.** This agreement will commence upon its execution and expire September 6, 2017. If JCPR and RR mutually agree to continue partnering, RR will be given right of first refusal for corresponding beach season dates for the next year. RR must provide JCPR in writing its intent to continue offering the Wibits Water Sports Park at Longview Beach no later than October 31, 2017.
- VI. **Indemnification.** RR agrees to indemnify and hold harmless Jackson County, Missouri and the Army Corp of Engineers, their elected officials, employees, agents and assigns from any personal injury or property damage incurred by RR, RR employees, agents and assigns, the participants at the water sports park, RR invitees and or any person(s) observing throughout the Longview Beach season.
- VII. **Final Authority.** JCPR shall have the final decision in any and all matters, including decisions related to inclement weather.
- VIII. **Termination of Agreement.** JCPR may terminate this agreement at any time based upon, but not limited to unsatisfactory level of service, staffing issues, non-payment of proceeds retained by JCPR and safety enforcement.
- IX. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

Jackson County Parks + Rec

By: \_\_\_\_\_  
Michele Newman

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

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

Approved as to form

Rowdy Ribbits, LLC

\_\_\_\_\_  
Jay Haden, County Counselor's Office

By: \_\_\_\_\_  
Brittani Hatley

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

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



COMMERCIAL  
RECREATION  
SPECIALISTS  
Serious About Fun  
327-696-8442 | [CRS-Rec.com](http://CRS-Rec.com)

Revisions	Date

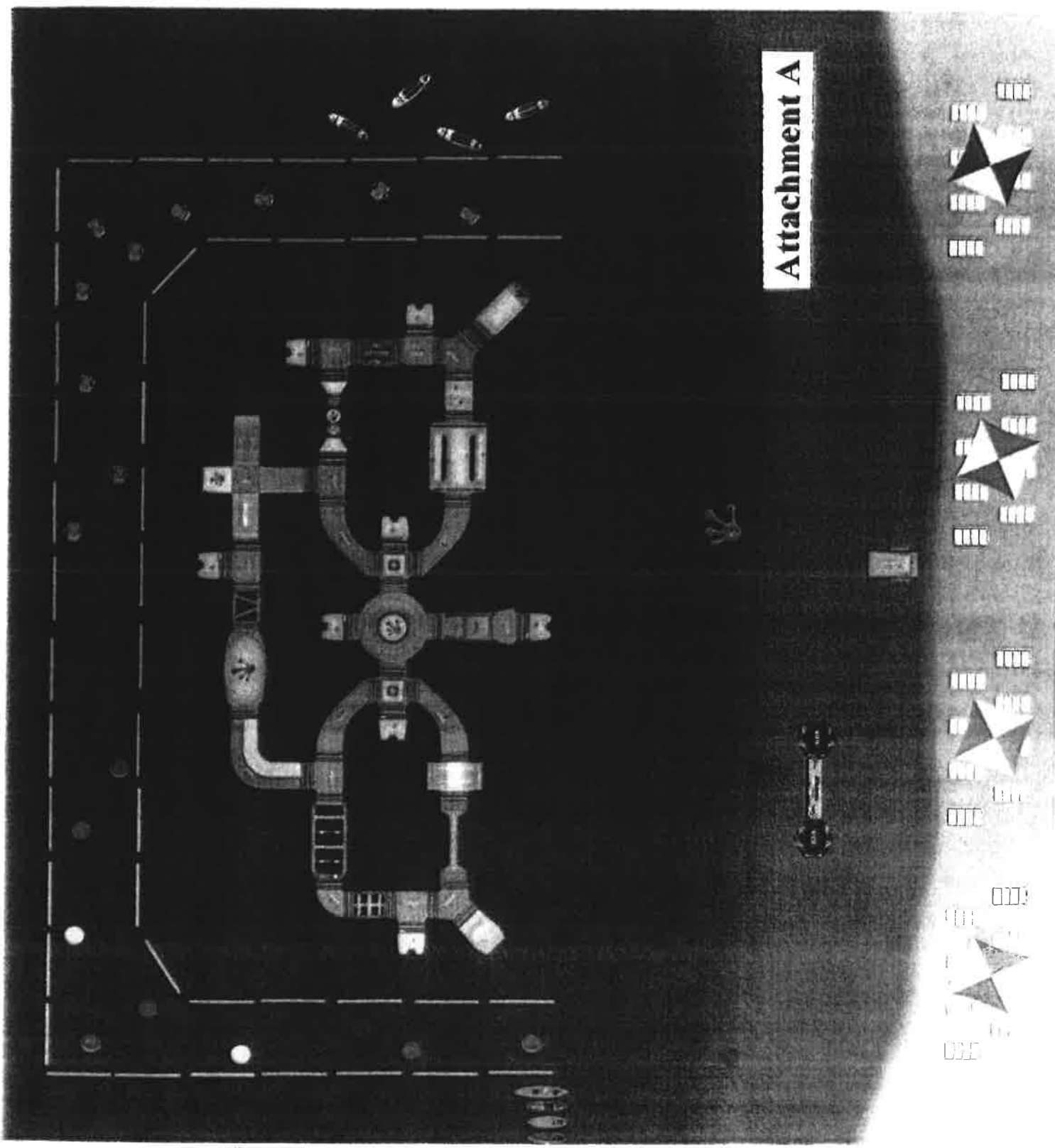
Project Title:  
**Sports Park M**

Project Location:  
**Location**

Project Owner:  
**Rep Name**

Date Issued: **Date**  
Issue Phase: **Initial**  
Scale: **20' per 1"**  
Project Number: **1**  
Rev Number: **1**

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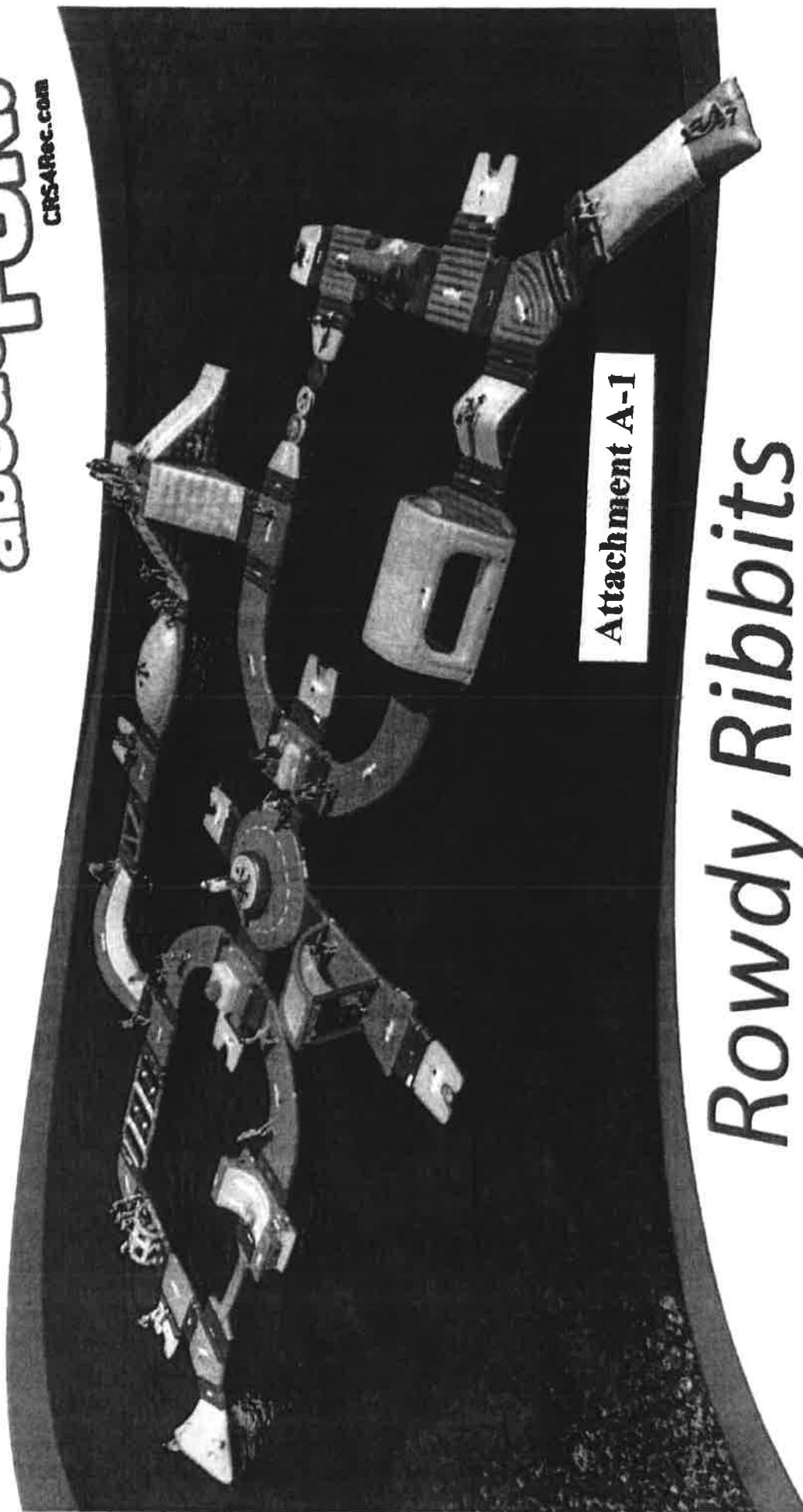




COMMERCIAL RECREATION SPECIALISTS

**Serious  
about FUN!**

CRSARec.com



Attachment A-1

*Rowdy Ribbits*  
*Longview Lake*

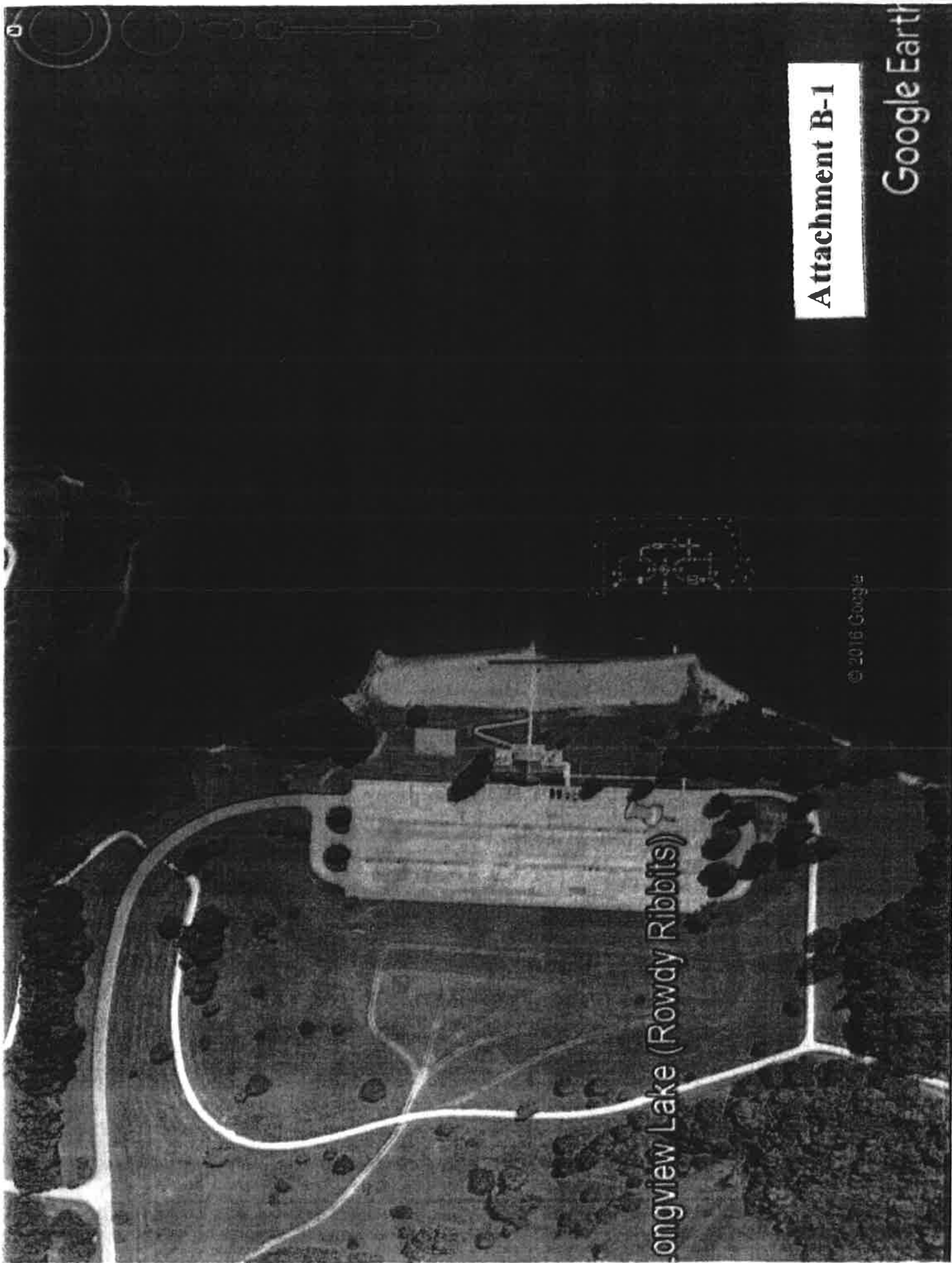
Res. 19509

Attachment B-1

Google Earth

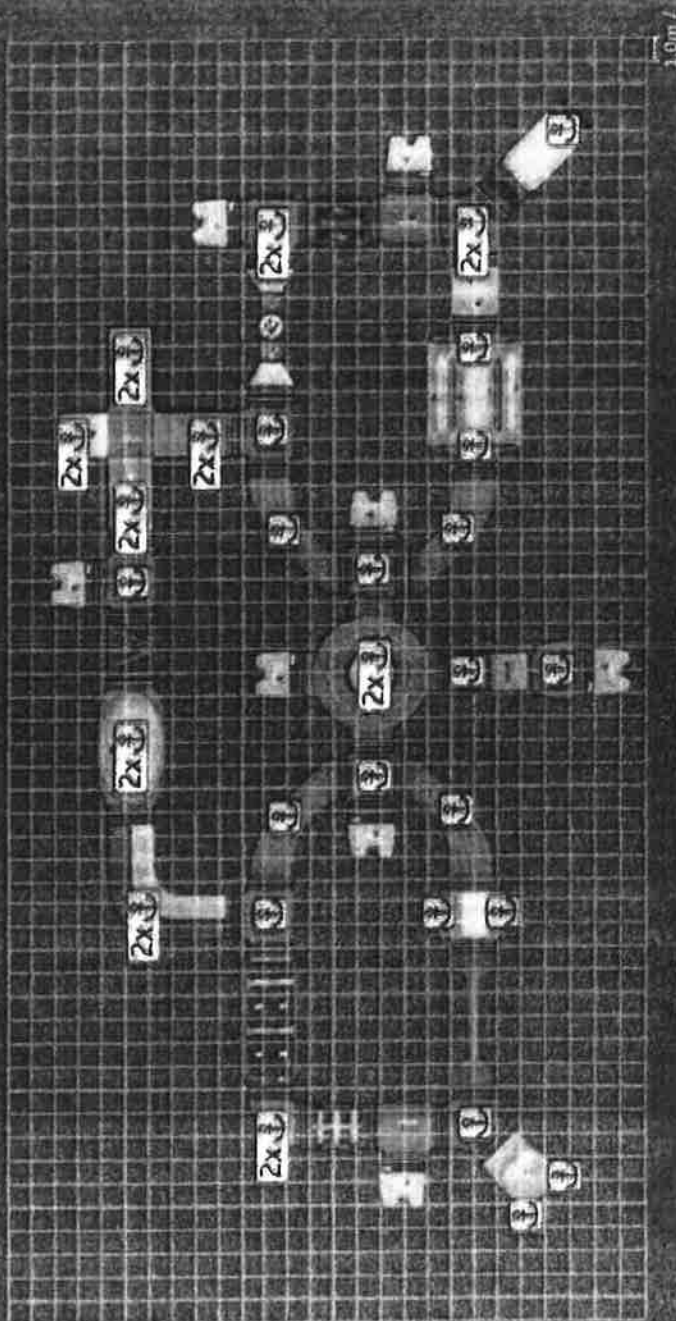
© 2016 Google

Longview Lake (Rowdy Ribbits)



# Anchor plan - Sports Park M

Dimensions: 48 x 25 m / 157' x 82'



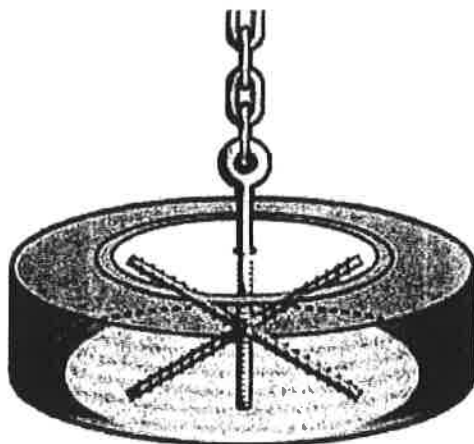
Attachment B-2



the evolution of waterplay

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Anchor Plan 2



## Tire Anchor

Do you have an old tire lying around? Put it to use as an anchor! First get a piece of plastic or plywood and place it in the middle of the tire as its lying on its side (this prevents wet concrete from seeping out) Then mix a bag of concrete per the instructions and pour it into the tire opening. After the concrete starts to set (roughly 20-30 minutes later), add an anchor bolt and reinforce using rebar. One advantage of using a tire anchor is that it will settle into the lake bottom due to its shape.

## WAIVER AND RELEASE OF LIABILITY

**PLEASE READ THIS DOCUMENT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING.**

**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS AND A RELEASE OF LIABILITY.**

*Rowdy Ribbit's LLC* operates a water sports park in a deep area of water consisting of an inflatable, above water, modular equipment for adults and children over the age of 6 and in excess of 48" tall. I understand that my participation, as well as the participation of any child(ren) specified below (the adult is hereinafter referred to as the "**Participant**" and child(ren) listed below are collectively referred to as the "**Participants**"), on Rowdy Ribbit's water park involves **RISKS, DANGERS AND HAZARDS, INCLUDING, WITHOUT LIMITATION, INJURIES OR DEATH ASSOCIATED WITH COLLISIONS, ENTANGLEMENTS OR FALLS INTO OR WITH OTHER PEOPLE OR EQUIPMENT, ABOVE OR BELOW THE WATER, AT THE WATER SPORTS PARK. I UNDERSTAND AND ACKNOWLEDGE THAT ROWDY RIBBIT'S IS A WATER PARK AND THAT THERE IS A RISK OF BEING SUBMERGED UNDER THE WATER AND BECOMING SEVERELY INJURED OR EVEN DYING. I know that the risk of SEVERE INJURY and even DEATH could occur to the Participants. I also understand that supervision by ROWDY RIBBIT'S, its managers, members, employees, agents and representatives (hereinafter, the "Released Parties") does not and cannot guarantee my safety. While the following parties are not in any way involved in the training or operation of ROWDY RIBBIT'S, the State of Missouri, Army Corp of Engineers, Jackson County Parks + Rec or any other parties are hereby included as Released Parties as defined in the foregoing sentence and Participant's signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties.**

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in participation in the activities at ROWDY RIBBIT'S, **ON BEHALF OF MYSELF AND ANY MINOR CHILD(REN) SPECIFIED BELOW, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT EITHER I OR THE CHILD(REN) LISTED BELOW MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** while participating in the water sport activities, even if I follow the instructions or recommendations of ROWDY RIBBIT'S.

In consideration of ROWDY RIBBIT'S permitting the Participants access to the water sports park and the activities, and in spite of the risk of severe or permanent injury, or even death, the undersigned Participant agrees to comply with and be bound by the following terms at all times:

1. Participants, on behalf of himself/herself and any child(ren) by and through his/her undersigned parent or legal guardian, hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS**, present or future, to the Participant(s) or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including **DEATH**), suffered by any person from or in connection with participation in the water sports park,

due to any cause whatsoever, **INCLUDING NEGLIGENCE OF THE RELEASED PARTIES** and/or breach of express or implied warranty on the part of the Released Parties.

2. Participant(s) hereby **RELIEVES THE RELEASED PARTIES OF AND FROM ANY DUTY TO PROTECT PARTICIPANT AND HIS/HER MINOR CHILD(REN) FROM HARM** in connection with the activities.
3. Participant authorizes ROWDY RIBBIT'S to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of ROWDY RIBBIT'S, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
4. Participant represents that he/she is the parent of legal guardian of any child(ren) listed below and has the right and ability to sign this Waiver and Release of Liability on his/her of their behalf.

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of MISSOURI, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss arising out of the conduct of the Event must be maintained in state courts sitting in ANDREW COUNTY, MO or federal district courts sitting in ANDREW COUNTY, MO, and Participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.

**HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.**

**PARTICIPANT:**

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

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

***IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARTICIPANT'S PARENT/LEGAL GUARDIAN MUST IDENTIFY EACH CHILD FOR WHOM HE/SHE IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY. BY DOING SO, PARENT/LEGAL GUARDIAN AGREES TO RELEASE ALL RIGHTS BELONGING TO HIM/HERSELF AND MINOR CHILD PARTICIPANT PURSUANT TO THE TERMS OF THIS AGREEMENT.***

***PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS THE PARENT/LEGAL GUARDIAN OF THE FOLLOWING PARTICIPANT(S) THAT ARE UNDER 18 YEARS OF AGE AND IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY ON BEHALF OF EACH PARTICIPANT LISTED BELOW:***

1: _____	2: _____
Participants Full Name (First and Last)	Participants Full Name (First and Last)
3: _____	4: _____
Participants Full Name (First and Last)	Participants Full Name (First and Last)

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

**A RESOLUTION** awarding a twelve-month term and supply contract with three twelve-month options to extend for the furnishing of diesel engine parts, maintenance, and repair services for use by the Public Works Department, to Summit Truck Group d/b/a KCR International Trucks of Kansas City, MO, under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV2281, an existing government contract.

**RESOLUTION NO. 19510**, June 12, 2017

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Public Works Department has a need for diesel engine parts, maintenance, and repair services for its fleet vehicles; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with three twelve-month options to extend to Summit Truck Group d/b/a KCR International Trucks of Kansas City (Clay County), MO, under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV2281, 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 discounts offered to large entities; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract 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 for 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 on the contract, including final payment, to the extent that sufficient appropriations to the using spending agency are available 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. 19510 of June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19510

Sponsor(s): Greg Grounds

Date: June 12, 2017

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Twelve Month Term and Supply Contract, with Three Twelve Month Options to Extend, for Complete Repair Services for Diesel Engines, Parts, Maintenance and Service for the Public Works Department from Summit Truck Group, DBA: KCR International Trucks of Kansas City, Missouri under the terms and conditions of Kansas City, Missouri Contract No. EV2281, 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:</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: \$100,000.00</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:	
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:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Public Works Department, Road Maintenance Division requires a contract for Repair Services for Diesel Engines, Parts, Maintenance and Services for their fleet vehicles and would like to use the City of Kansas City, Missouri Contract with Summit Truck Group, DBA: KCR International Trucks.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract, with Three Twelve Month Options to Extend for Complete Repair Services for Diesel Engines, Parts, Maintenance and Service to Summit Truck Group, DBA: KCR International Trucks of Kansas City, Missouri under the terms and conditions of Kansas City, Missouri Contract No. EV2281, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offered to larger government entities.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>A Memorandum from Matt Willier of the Public Works Department and the pertinent pages of Kansas City, Missouri Contract No. EV2281</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 6-5-17</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date: 6/5/17</td></tr> <tr> <td>Division Manager:</td><td>Date: 6/12/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 6-5-17	Finance (Budget Approval): <i>If applicable</i>	Date: 6/5/17	Division Manager:	Date: 6/12/17	County Counselor's Office:	Date:		
Department Director:	Date: 6-5-17										
Finance (Budget Approval): <i>If applicable</i>	Date: 6/5/17										
Division Manager:	Date: 6/12/17										
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  
Public Works Department

ROAD MAINTENANCE

34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Barbara Casamento

FROM: Matt Willier, Public Works – Road Maintenance

DATE: May 17, 2017

SUBJECT: Term Supply and Service Contract: Summit Truck Group (International)

The Term and Supply bid regarding **Repair Services for Diesel Engines, Parts, Maintenance and Service** was recently awarded. Summit Truck Group, previously International, were notified but did not respond to the bid due to a miscommunication within their organization. We have been utilizing their services for a number of years and are dependent upon their abilities to service a number of vehicles within the Road and Bridge fleet. Summit Truck Group is the only company in this area that is capable of servicing and repairing the vehicles in question. Unfortunately, the companies that were awarded the bid are not able to perform the needed services for these specific vehicles.

I am requesting an RLA be prepared for a 12 month Term Supply contract via the City of Kansas City, MO, an existing government contract that is currently in place and being utilized by Summit Truck Group.

I would like to request that the financial limits of this contract be set at \$100,000. The previous 2 years we have spent approximately \$100,000 per year with Summit Truck Group and we are expecting that future needs will be similar.

Thank you for your consideration.

Matt E. Willier



**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

**BID NO.: EV2281**

**BID ISSUED: 08-16-16**

**BID CLOSES: 09-08-2016, at 1:00 P.M.**

## **INVITATION FOR BID**

### **COMPLETE REPAIR SERVICES FOR DIESEL ENGINES, PARTS, MAINTENANCE AND SERVICE**

**BID DUE: 09/08/2016, 1:00 P.M. (CT)**

**Ronnell E. Simpson Senior Buyer  
City of Kansas City, Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793  
Telephone Number: (816) 513-0805  
E-mail: [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@kcmo.org)**

- **READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS, PAGES A-1 TO A-7.**
- **Bid is subject to all conditions listed on this form and any attachments.**
- **Bid must be on this form 1215-035C.**
- **Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.**

**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

**BID NO.: EV2281****BID ISSUED: 08-16-16****BID CLOSES: 09-08-2016, at 1:00 P.M.**

---

**STANDARD INSTRUCTIONS AND CONDITIONS****COMPLETE REPAIR SERVICES FOR DIESEL ENGINES, PARTS,  
MAINTENANCE AND SERVICE****1. INTENT**

To solicit competitive bids for Complete Repair Services for Diesel Engines, Parts, Maintenance and Service

**2. AWARD**

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive and responsible Bidder. (Multiple contracts may be awarded, if it is determined to be in the best interest of the City.

**3. RENEWAL OPTIONS**

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)



## CITY OF KANSAS CITY, MISSOURI

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12th Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2281BID ISSUED: 08-16-16BID CLOSES: 09-08-2016, at 1:00 P.M.PRICING

WE HAVE READ THE INSTRUCTIONS AND CONDITIONS (STANDARD, SPECIAL, AND THE 8-PAGE ATTACHMENT) AND SPECIFICATIONS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

class/item CODE(S)	item NO.	ITEM AND SPECIFICATION	PRICE PER EACH
06038	1.	DETROIT DIESEL - NEW PRICE LIST NO.: _____ DATED: _____	<u>NO% BID</u> DISCOUNT
06038	2.	DETROIT DIESEL - EXCHANGE PRICE LIST NO.: _____ DATED: _____	<u>NO% BID</u> DISCOUNT
06038	3.	CUMMINS DIESEL - NEW PRICE LIST NO.: <u>E8M</u> DATED: <u>9-7-16</u>	<u>10% OFF MAJOR</u> DISCOUNT <u>FLEET PRICE</u> LEVEL
06038	4.	CUMMINS DIESEL - EXCHANGE PRICE LIST NO.: <u>E8M</u> DATED: <u>9-7-16</u>	<u>10% OFF MAJOR</u> DISCOUNT <u>FLEET PRICE</u> LEVEL
06038	5.	CATERPILLAR DIESEL - NEW <u>10 LITER AND ABOVE</u> PRICE LIST NO.: <u>050</u> DATED: <u>9-7-16</u>	<u>10% OFF MAJOR</u> DISCOUNT <u>FLEET PRICE</u> LEVEL
06038	6.	CATERPILLAR DIESEL - EXCHANGE PRICE LIST NO.: <u>050</u> DATED: <u>9-7-16</u>	<u>10% OFF MAJOR</u> DISCOUNT <u>FLEET PRICE</u> LEVEL
06038	7.	MACK DIESEL - NEW PRICE LIST NO.: _____ DATED: _____	<u>NO% BID</u> DISCOUNT
06038	8.	MACK DIESEL - EXCHANGE PRICE LIST NO.: _____ DATED: _____	<u>NO% BID</u> DISCOUNT

(REV. 06-14-13) WE ARE EXCLUDING THE SMALL BORE CATERPILLAR ENGINES  
BECAUSE WE ARE NOT TRAINED OR AUTHORIZED, HOWEVER, THERE ARE FEW  
IF ANY OF THOSE ENGINES IN THE FLEET, AS WELL AS MACK & DETROIT.

**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

**BID NO.:** EV2281**BID ISSUED:** 08-16-16**BID CLOSES:** 09-08-2016, at 1:00 P.M.

class/item CODE(S)	item NO.	ITEM AND SPECIFICATION	PRICE PER EACH
06038	9.	IHC DIESEL - NEW <i>MAJOR FLEET PRICE</i>	<i>LEVEL</i> <i>15-25% OFF RETAIL</i> DISCOUNT
		PRICE LIST NO.: <i>PL-308</i> DATED: <i>9-7-16</i>	
06038	10.	IHC DIESEL - EXCHANGE <i>MAJOR FLEET PRICE</i>	<i>LEVEL</i> <i>15-25% OFF RETAIL</i> DISCOUNT
		PRICE LIST NO.: <i>PL-308</i> DATED: <i>9-7-16</i>	
	11.	HOURLY LABOR RATE FO SERVICE AND REPAIR <i>We are the only factory trained and authorized</i> <i>IAC supplier in the KC Metro area</i>	<i>\$ 101.25</i> PER HOUR
	12.	EACH QUOTE OR INVOICE MUST INCLUDE THE FOLLOWING:	
		COMPLETE ITEMIZED DETAIL OF REPAIRS	
	12.1		
		EXACT LABOR HOURS AND HOURLY RATE	
	12.2		
		CITY LICENSE PLATE (OR UNIT) NUMBER	
	12.3		

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(816) 513-1161 FAX (816) 513-1156

**BID NO.: EV2281****BID ISSUED: 08-16-16****BID CLOSES: 09-08-2016, at 1:00 P.M.**

06038	7.	MACK DIESEL - NEW	<i>NO. BID</i> DISCOUNT
		PRICE LIST NO.: _____ DATED: _____	
06038	8.	MACK DIESEL - EXCHANGE	<i>NO. BID</i> DISCOUNT
		PRICE LIST NO.: _____ DATED: _____	
06038	9.	IHC DIESEL - NEW <i>MAJOR FLEET PRICE LEVEL</i>	<i>15-25% OFF RETAIL</i> DISCOUNT
		PRICE LIST NO.: _____ DATED: _____	
06038	10.	IHC DIESEL - EXCHANGE <i>MAJOR FLEET PRICE LEVEL</i>	<i>15-25% OFF RETAIL</i> DISCOUNT
		PRICE LIST NO.: _____ DATED: _____	
	11.	HOURLY LABOR RATE FO SERVICE AND REPAIR	<i>\$ 101.25</i> PER HOUR
	12.	EACH QUOTE OR INVOICE MUST INCLUDE THE FOLLOWING:	
		COMPLETE ITEMIZED DETAIL OF REPAIRS	
	12.1		
		EXACT LABOR HOURS AND HOURLY RATE	
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Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2281

BID ISSUED: 08-16-16

BID CLOSES: 09-08-2016, at 1:00 P.M.

1. OTHER ITEM DISCOUNTS

PLEASE STATE THE CITY CONTRACT DISCOUNT FROM THE MANUFACTURER'S 2016 PRICE LIST.

PERCENTAGE DISCOUNT: 15-25 % OFF RETAIL ON PARTS

2. HOURS OF OPERATION

28% OFF THE RETAIL LABOR RATE WHICH IS \$140.00 PER HOUR  
MONDAY THRU FRIDAY 7:00 AM TO 12:00 PM  
HOLIDAY AND WEEKENDS 7:00 AM TO 5:30 PM

CONTACT NAME

JUSTIN PERRY

TELEPHONE NUMBER

816-455-1833

3. DELIVERY SERVICES

INDICATE ADVANCE NOTICE REQUIRED PRIOR TO DELIVERY, PARTS 1 HOURS.

STATE NORMAL DELIVERY SCHEDULE: PARTS 2 deliveries per day on parts, by 11:00 AM & 4:00 PM

STATE MINIMUM ORDER VALUE TO QUALIFY FOR FREE DELIVERY: PARTS \$ 1.00

STATE COST OF DELIVERY IF LESS THAN MINIMUM ORDER VALUE: PARTS \$ 0



**CITY OF KANSAS CITY, MISSOURI**

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(816) 513-1161 FAX (816) 513-1156

**BID NO.: EV2281**

**BID ISSUED: 08-16-16**

**BID CLOSES: 09-08-2016, at 1:00 P.M.**

---

**ADDITIONAL INFORMATION**

**1. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES ☒ NO ☐



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64108-2793  
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2281

BID ISSUED: 08-16-16

BID CLOSES: 09-08-2016, at 1:00 P.M.

4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;
- By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Russ Petty

Signature: Russ Petty

Title: Parts Sales Representative

Company Name: Summit Truck Group, DBA KCR INTERNATIONAL TRUCKS INC.

Address: 7700 NE 38th St

City, State, Zip: Kansas City, Mo 64161

Telephone Number: 816-455-1833

Fax Number: 816-455-2796

E-mail Address: russ.petty@summittruckgroup.com

E-mail Address for Purchase Orders: russ.petty@summittruckgroup.com

Date: 9-7-16

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

**A RESOLUTION** awarding an eight-year term and supply contract for an agricultural lease for the planting and harvesting of hay and crops on certain parcels of County park land to Clint Hardee of Peculiar, MO, as a sole source, for specified rents payable to the County.

**RESOLUTION NO. 19511**, June 12, 2017

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 19393, dated February 27, 2017, the Director of Finance and Purchasing solicited formal written bids on Request for Proposals (RFP) 59-16 for the lease of County park land for the planting and harvesting of hay and crops; and,

WHEREAS, certain parcels of land included in the RFP did not receive any responses and a contract for those tracts was not awarded at that time; and,

WHEREAS, recently Clint Hardee of Peculiar, MO, submitted a proposal related to an agricultural lease for some of the tracts not previously awarded; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of an agricultural lease to Mr. Hardee as a sole source purchase as he is the only respondent who has expressed any interest in leasing these specific areas of park property; 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.

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. 19511 of June 12, 2017, was duly passed on \_\_\_\_\_, 2017 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.: 19511

Sponsor(s): Tony Miller

Date: June 12, 2017

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding an Eight Year Term and Supply Contract for the Agriculture Lease Programs for the Parks + Rec Department to Clint Hardee of Peculiar, MO as a Sole Source.</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 checked="" type="checkbox"/> No budget impact (no fiscal note required) <b>Vendor pays County</b>  <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:	
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:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 19393, February 27, 2017</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Parks + Rec Department has sub-leased parcels of land under their Agricultural Lease Program that improve the condition of the land, reduce the Parks + Rec maintenance responsibilities and provide an income stream for re-investment in the Parks system. The Purchasing Department issued Request for Proposal No. 59-16 to meet these requirements and received proposals for three of the nine parcels offered. Resolution No. 19393 was passed on March 6, 2017 awarding contracts on the three parcels.</p> <p>After the Resolution was passed the Parks + Rec Department was contacted by Clint Hardee of Peculiar, Missouri for Longview Lake Area, (Item 2 on the Request for Proposal). Parks + Rec Department has negotiated the terms, conditions and pricing and would like to award a contract to Mr. Hardee as a Sole Source.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends award of the Agriculture Lease Program Term and Supply Contract to Clint Hardee of Peculiar, Missouri as a Sole Source. Research by both the Parks + Rec Department and the Purchasing Department indicates that there are no other interested respondents in the area at this time.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
ATTACHMENTS	<p>Resolution No. 19393, a Memorandum from Brian Nowotny from the Parks + Rec Department and Mr. Hardee's proposal.</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 6-5-17</td></tr> <tr> <td>Finance (Budget Approval): <i>Applicable</i></td><td>Date: 6/5/17</td></tr> <tr> <td>Division Manager:</td><td>Date: 6/7/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 6-5-17	Finance (Budget Approval): <i>Applicable</i>	Date: 6/5/17	Division Manager:	Date: 6/7/17	County Counselor's Office:	Date:		
Department Director:	Date: 6-5-17										
Finance (Budget Approval): <i>Applicable</i>	Date: 6/5/17										
Division Manager:	Date: 6/7/17										
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

**MEMORANDUM**

**TO:** Barbara Casamento, Purchasing Supervisor

**FROM:** Brian Nowotny, Deputy Director Park Operations

**DATE:** May 23, 2017

**SUBJECT:** Agricultural Lease Program Agreements

The Parks + Rec Department manages several parcels of land that are eligible for the Agricultural Lease Program, but did not receive any response under Request for Proposal No. 59-16. Specifically, Area #2, Longview Lake Fields #2,4,6,9,10a, 10b, and 11. These fields have been out of agricultural production for over five years.

Following the proposal opening in December 2016, the Parks + Rec Department received interest in the Longview Lake Area #2, fields 2,4,6,9,10a, 10b, and 11 from Mr. Clint Hardee of Peculiar, MO.

Terms and conditions have been negotiated with Mr. Hardee who would be responsible for farming and property management activities consistent with the original Request for Proposals. The term of the Agreement is proposed for eight (8) years, beginning January 1, 2017 and continuing through December 31 2024.

Enrolling these fields that have been out of agricultural production will improve the condition of the land, reduce Parks + Rec maintenance requirements, and provide an income stream for re-investment in the parks system. The Parks+Rec Department respectfully requests approval of the Agreement.



*Frank White Jr., County Executive*

**From:** Brian P. Nowotny  
**Sent:** Thursday, June 01, 2017 8:16 AM  
**To:** Barbara J. Casamento  
**Cc:** John L. Johnson  
**Subject:** Fwd: Annual Payment Schedule-Hardee

Good morning Barbara. Per below Mr. Hardee has acknowledged and accepted the payment terms of the lease.

Please let us know if there is anything else we need to move forward, and thank you for all of your assistance.

Brian

Begin forwarded message:

**From:** clint hardee <hardee\_clint@yahoo.com>  
**Date:** June 1, 2017 at 7:43:41 AM CDT  
**To:** "John L. Johnson" <jljohnson@jacksongov.org>  
**Cc:** Raymond Cox <RCox@jacksongov.org>, "Brian P. Nowotny" <BPNowotny@jacksongov.org>  
**Subject:** Re: Annual Payment Schedule-Hardee

I also understand and acknowledge the terms and amount of the payment as well.

Thank you,

Clint Hardee

On Jun 1, 2017, at 7:28 AM, John L. Johnson <jljohnson@jacksongov.org> wrote:

Clint,

Thanks, could you also acknowledge the agreement to pay the annual amounts, it is a request from Purchasing.

John

**From:** clint hardee [mailto:hardee\_clint@yahoo.com]  
**Sent:** Thursday, June 01, 2017 7:27 AM  
**To:** John L. Johnson <jljohnson@jacksongov.org>  
**Cc:** Raymond Cox <RCox@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>  
**Subject:** Re: Annual Payment Schedule-Hardee

Yes I understand the payment terms.

Thank you,

Clint Hardee

On Jun 1, 2017, at 7:16 AM, John L. Johnson <[jljohnson@jacksongov.org](mailto:jljohnson@jacksongov.org)> wrote:

Clint,

Could you please confirm your understanding and agreement to the below (I have cut and pasted from the contract)?

3. Lessee shall pay to County the annual total sum as follows:

a. Restoration Years 1,2,3	\$0.00
b. Year 4	\$2,600
c. Year 5	\$9,100
d. Year 6	\$9,100
e. Year	
7	\$10,400
f. Year 8	\$10,400

Payment shall be due and payable on November 1<sup>st</sup> of each year during the term of this Agreement. Each payment shall be in the form of a certified or cashier's check, payable to Jackson County, Missouri. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement, unless written permission has been given prior to the due date by the Director of Parks+Rec for late remittance of payment.

Thank you,

John

John L. Johnson  
 Superintendent of Park Operations  
 Jackson County Parks + Rec  
 22807 Woods Chapel Road  
 Blue Springs, MO 64015  
 Office: 816-503-4823  
 Mobile: 816-365-0450  
[jljohnson@jacksongov.org](mailto:jljohnson@jacksongov.org)

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

**A RESOLUTION** confirming the appointment of Celestine Williams as Chief Deputy Auditor.

**RESOLUTION NO. 19512**, June 12, 2017

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the recent retirement of Paul Arena has left a vacancy in the position of Chief Deputy Auditor; and,

WHEREAS, County Legislative Auditor Crissy Wooderson has announced the appointment of County Risk Manager Celestine Williams to this position; and,

WHEREAS, Ms. Williams is well-qualified for the position of Chief Deputy Auditor; and,

WHEREAS, Ms. Wooderson has requested the Legislature's confirmation of this appointment pursuant to section 260.3.a of the Jackson County Code; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the Legislature hereby confirms the appointment of Celestine Williams as Chief Deputy Auditor.

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. 19512 of June 12, 2017 was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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