

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing Ordinance 5088, dated April 9, 2018, relating to the submission to the voters at the general election to be held on Tuesday November 6, 2018, a question authorizing the levy of a countywide property tax for senior citizens' services.

ORDINANCE NO. 5127, August 13, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Ordinance 5088, dated April 9, 2018, the Legislature did submit to the voters at the general election to be held on Tuesday, November 6, 2018, a question authorizing the County to levy a countywide tax at the rate of five cents per each one hundred dollars of assessed valuation, for the purpose of providing services to persons sixty years of age or older; and,

WHEREAS, the Legislature has since been advised, and has now determined, that it is preferable that this question appear on the ballot of a future election, in 2019 or later, such that it is now appropriate that Ordinance 5088 be repealed; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that Ordinance 5088, dated April 19, 2018, be and hereby is repealed.

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. 5127 introduced on August 13, 2018, was duly passed on _____, 2018 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.5127.

Date

Frank White, County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$6,800.00 from the undesignated fund balance of the 2018 Park Fund in acceptance of donations from The Society of the Friends of Missouri Town 1855 to the Parks + Rec Department to be used for the restoration of the Colonel's House.

ORDINANCE NO. 5128, August 13, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Society of the Friends of Missouri Town 1855 has donated funds to be used for the restoration of the Colonel's House at Missouri Town 1855 for use by the Parks + Rec Department; and,

WHEREAS, an appropriation is necessary in order to place the donated funds in the proper spending account; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	47960 – Misc. Donations	\$6,800	
003-2810	Undesignated Fund Balance		\$6,800
003-2810	Undesignated Fund Balance	\$6,800	
Heritage Programs and Museums 003-1603	56790- Other Contractual Services		\$6,800

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. 5128, introduced on August 13, 2018, was duly passed on _____, 2018 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.5128.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 003-2810
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$6,800.00

8/9/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

AUG 07 2018

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5128

Sponsor(s): Tony Miller

Date: August 13, 2018

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: Appropriation of funds from donation																	
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="321 468 1198 877"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$6,800.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$6,800.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM</td> <td></td> </tr> <tr> <td>003-2810 Park Fund – Undesignated Fund Balance</td> <td>\$6,800.00</td> </tr> <tr> <td>TO</td> <td></td> </tr> <tr> <td>003-1603-56790 Park Fund – Historic Sites – Other Contractual Services</td> <td>\$6,800.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is:</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$</p> <p>Prior Year Actual Amount Spent (if applicable): \$</p>		Amount authorized by this legislation this fiscal year:	\$6,800.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$6,800.00	Amount budgeted for this item * (including transfers):	0	Source of funding (name of fund) and account code number; FROM		003-2810 Park Fund – Undesignated Fund Balance	\$6,800.00	TO		003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$6,800.00
Amount authorized by this legislation this fiscal year:	\$6,800.00																	
Amount previously authorized this fiscal year:	\$0																	
Total amount authorized after this legislative action:	\$6,800.00																	
Amount budgeted for this item * (including transfers):	0																	
Source of funding (name of fund) and account code number; FROM																		
003-2810 Park Fund – Undesignated Fund Balance	\$6,800.00																	
TO																		
003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$6,800.00																	
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																	
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Dianne Kimzey, Deputy Director 503-4825																	
REQUEST SUMMARY	<p>The Parks + Rec Department has received \$6,800 from The Society of the Friends of Missouri Town 1855 to assist with restoration of the Colonel's House.</p> <p>The funds will be used to contract with the Term & Supply vendor to hang drywall in the parlor.</p> <p>Funds should be appropriated to the following account: 003-1603-56790, Other Contractual Services-- \$6,800.00</p>																	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																	
ATTACHMENTS	Copy of donation check																	

REVIEW	Department Director: Michele Newman, Director of Parks + Rec	Date: 8-6-18
	Finance (Budget Approval): <i>If applicable</i>	Date: 8/7/18
	Division Manager:	Date: 8/7/18
	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:
003-9999-47960	Park Fund – Donations	\$6,800.00

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

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

Ord # 5128

 8/7/10
Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, August 13, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19948, August 13, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, August 13, 2018, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, August 13, 2018, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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.19948 of August 13, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Samuel U. Rodgers Health Center on the occasion of its Founders Day event as part of National Health Center Week.

RESOLUTION NO. 19949, August 13, 2018

INTRODUCED BY, Alfred Jordan, County Legislator

WHEREAS, Samuel U. Rodgers Health Center will kick off National Health Center Week with a visit and tour by Congressman Emanuel Cleaver II on Monday, August 13, 2018, followed by a special Founders Day event on Friday, August 17, 2018; and,

WHEREAS, Congressman Cleaver's visit helps draw attention to the impact the Health Center has made for patients in Kansas City and across the nation; and,

WHEREAS, the late Dr. Rodgers built a system designed to provide better care for the poor and disenfranchised within our community; and,

WHEREAS, on Friday, August 17, Samuel U. Rodgers Health Center will unveil the honorarily renamed Samuel U. Rodgers Avenue, and officially open its newly-dedicated community rooms that commemorate Wayne Miner with a ribbon-cutting event; and,

WHEREAS, Dr. Rodgers was the first board certified, African-American OB/GYN in the country, having served as a powerful voice in the civil rights movement in Kansas City; and,

WHEREAS, Dr. Rodgers opened the nation's first medical practice made up entirely of African-American providers, launched the nation's first community health center west of the Mississippi River in the Wayne Miner Housing Project, and helped build the Federally Qualified Health Center system; and,

WHEREAS, Wayne Miner, an African-American serviceman from Kansas City, was among the last American soldiers to be killed in action during World War I; and,

WHEREAS, to keep his legacy alive and teach new generations about his bravery, the Health Center's community rooms will be renamed Wayne Miner Community Room A and B; and,

WHEREAS, Dr. Rodgers continues to serve as a lasting reminder of how one man can make a difference through his courage to fight for justice for minorities and the less fortunate in the face of segregation, racial division, and rampant inequality; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the contributions of Dr. Samuel U. Rodgers and the Health Center he founded on the occasion of its Founders Day celebration, as part of National Health Center Week.

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. 19949 of August 13, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections, to the Johnson County, Missouri Sheriff's Office of Centerview, MO, as an acquisition from another governmental entity.

RESOLUTION NO.19950, August 13, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating inmate housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Johnson County, Missouri Sheriff's Office for the furnishing of these services, at the rate of \$45/day; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends that the award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to Johnson County, Missouri Sheriff's Office of Centerview, MO for the furnishing of temporary inmate housing as an acquisition from another government entity; 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 as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19950 of August 13, 2018, was duly passed on _____, 2018 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.

8/9/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

AUG 01 2018

Completed by County Counselor's Office:

Res/Ord No.: 19950

Sponsor(s): Alfred Jordan

Date: August 13, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend, for the furnishing of Temporary Inmate Housing for use by the Department of Corrections to Johnson County, Missouri Sheriff's Office as an acquisition from another government.</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: Department of Corrections Estimated Use: \$689,940</p> <p>In 2018 the DOC would use \$32,940 and \$657,000 for 2019. The DOC will use 001-2701-56790 – General Fund, Corrections, Other Contractual Services for this Contract. Usage of this contract in 2019 is dependent on the appropriation of funds for that fiscal year.</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	Prior ordinances and (date): Prior resolutions and (date): 19244 August 20, 2016										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253										
REQUEST SUMMARY	<p>The Department of Corrections has a need for temporary inmate housing to accommodate certain situations in which an inmate may need offsite housing. The Director of Corrections has recommended an Agreement with the Johnson County, Missouri Sheriff's Office to furnish these services. This Agreement would be in effect for 2018 and 2019.</p> <p>Pursuant to Section 1030.2 of the Jackson County Code, the Director of Corrections recommends the award of a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend for the furnishing of Temporary Inmate Housing for use by the Department of Corrections to Johnson County, Missouri Sheriff's Office as an acquisition from another government entity.</p>										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A										
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals - No Goals Assigned <input type="checkbox"/> VBE Goals										

ATTACHMENTS	A Memorandum from Laura Scott, Assistant Director of Administration for the Department of Corrections.	
REVIEW	Department Director: <i>Devin L. Turner</i>	Date: <i>7-30-18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>7/31/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8/2/18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Gary Panethiere, COO
Date: 7/12/18
From: Diana L. Turner, Director *dt*
Subject: Extension to Agreement for Detention Services

The Jackson County Department of Corrections is interested in pursuing a new Contract Agreement for Detention Services with Johnson County Missouri (previously Resolution 19244). The new Contract includes an increase in the daily rate for inmates from \$40 to \$45 per day. The current contract expires on 8/31/18. Throughout 2018 Jackson County has held several inmates at the Johnson County facility. These are inmates who, for various reasons, cannot be held at the Jackson County Detention Center. In addition, pending negotiations and decisions by Jackson County Administration may include housing up to 60 inmates at Johnson County in 2019, while work is completed on facility rehabilitation.

Under the new contract, in 2018, we expect to house up to 6 inmates over the 122 days (September 1 through December 31) at \$45 per day, spending up to \$32,940. Funding for this is available in 001-2701-56790. For the 2019 budget, Corrections plans to request up to \$82,125 per month for housing 60 Jackson County inmates in Johnson County. This agreement would cover September 1, 2018 until August 31, 2019. Through August 31, 2019, the end of the contract year, \$657,000 would be spent.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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

RESOLUTION NO. 19951, August 13, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Independence Chamber of Commerce has requested the use of the County's parking lots located at Kansas and Osage for the Santa-Cali-Gon Days Festival to be held Monday August 27, 2018 through Wednesday September 5, 2018, on the historic Independence Square; and,

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the request of the Independence Chamber of Commerce be and hereby is approved and that the County Executive is hereby authorized to execute the attached agreement with the Independence Chamber of Commerce.

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.19951 of August 13, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



July 20, 2018

Merriam Hennosey

On behalf of the Independence Chamber of Commerce, I am requesting use of the County parking lot located on Osage, between Kansas and Walnut in Independence, during the 2018 SantaCaliGon Days Festival. As in the past, the property will be used for the carnival that operates during the festival.

We request use of the lot starting Monday, August 27, 2018 through Wednesday, September 5, 2018.

The Chamber also requests to use the Historic Truman Courthouse and will return both the Courthouse and the parking lots to as-good-as condition before Monday, September 10, 2018

The Chamber will provide permission for County Associates to use the parking lots at the First Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple located at 120 S. Pleasant, Independence, MO.

Thank you for your assistance and support in this matter,

Lois McDonald

SantaCaliGon

The Independence Chamber of Commerce

COOPERATIVE AGREEMENT

A COOPERATIVE AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **THE INDEPENDENCE CHAMBER OF COMMERCE**, 210 West Truman Road, Independence, MO 64051, hereinafter referred to as "the Chamber."

WITNESSETH

WHEREAS, the Chamber desires to use the County's parking lots and Historic Truman Courthouse grounds for Santa-Cali-Gon Days; and,

WHEREAS, these events are open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Chamber respectively promise, covenant, and agree with each other as follows:

1. **Services.**

a. Chamber shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri from Monday, August 27, 2018, through Wednesday, September 5, 2018.

b. County Associates shall have permission to use the parking lots at the First Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple, located at 120 S. Pleasant, Independence, MO, beginning at 6 p.m. Monday, August 27, 2018, through 6 p.m., Friday, August 31, 2018, and from 12:01 a.m. Tuesday,

September 4, 2018, to 6 p.m. on Wednesday, September 6, 2018.

c. During the week of August 27, 2018, representatives from the County and Chamber shall walk the parking lot and Historic Truman Courthouse grounds.

d. The Chamber agrees that no spike, rebar, stake or any other object will be hammered, pounded or driven into the asphalt surface on the county parking lot.

e. The Chamber agrees to power wash the Historic Truman Courthouse steps, sidewalks, and retaining walls, using an environmentally friendly de-greaser/soap detergent before Monday, September 10, 2018.

f. The Chamber agrees to return the parking lot and Historic Truman Courthouse grounds to the County in the as-good-as condition, as it existed before the event. Chamber shall be responsible for all clean-up and repair to parking lot and lawns as necessitated by their use. Repairs shall be approved by the County. Said repairs shall be completed no later than Monday, September 10, 2018.

2. **Payment.** The use of the parking lot shall be granted to the Chamber free of charge as the events are of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** Chamber agrees that it or its agent will maintain liability insurance at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. Chamber shall provide proof of insurance prior to event.

4. **Term.** The term of this Agreement shall commence August 13, 2018, and continue through September 30, 2018.

5. **Default.** If Chamber shall default in the performance or observation of any term or

condition herein, the County shall give Chamber ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies for Breach.** Chamber agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and Chamber's failure to do so shall constitute a breach of this Agreement and in such event, Chamber consents and agrees as follows:

(1) The County may without prior notice to Chamber immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from Chamber all cost incurred by the County as a result of said breach, including reasonable attorney's fees, costs and expenses.

7. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **Indemnification.** Chamber shall compensate County for any damage to County property due to any breach of contract or tortious conduct by Chamber or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. Chamber shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto

(including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by Chamber's or its agents breach of any term or provision of this agreement, or any negligent act or omissions or willful act of Chamber, its officers, agents, employees, contractors or subcontractors.

9. **Conflict of Interest.** Chamber warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
County Counselor

Frank White, Jr.
County Executive

ATTEST:

INDEPENDENCE CHAMBER OF
COMMERCE

Mary Jo Spino
Clerk of the Legislature

By _____
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2345 Grand Blvd Suite 400 Kansas City MO 64108	CONTACT NAME: Cindy Hawdon	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 816-285-4523	E-MAIL ADDRESS: cindy_hawdon@ajg.com	
INSURED Independence Chamber Commerce P.O. Box 1077 Independence MO 64051	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Casualty Company		11991
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 161082837**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		KKO0000021759400	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0000021759400	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XKO0000021759600	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 300,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2018 SantaCaliGon Festival.

CertHolder named additional insured ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

Jackson County Missouri
415 E 12th St
Kansas City MO 64106
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR LEGISLATIVE ACTION



Completed by County Counselor's Office:

Resolution No.: 19951

Sponsor(s): Greg Grounds

Date: August 13, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute an agreement with the Independence Chamber of Commerce for the use of County Parking Lots during the Santa-Cali-Gon Days Festival, at no cost the County.</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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>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:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date): none</p> <p>Prior resolutions and (date): 17341 – 8/9/10 17870 – 4/6/12 18593 – 8/18/14 19214 – 7/18/16 17548 – 3/21/11 18206 – 7/23/13 18906 – 8/19/15 19533 – 7/24/17</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Mark Trosen, Deputy COO, x1377</p>										
REQUEST SUMMARY	<p>The Independence Chamber of Commerce has requested permission to use County parking lot located at Kansas and Osage Streets from Mon., August 27, 2018 through Wednesday, Sept. 5, 2018.</p> <p>County Associates will be able to park at the First Christian Church and Masonic Temple on Pleasant Street from August 27 through August 31 and September 4 through September 6.</p> <p>The Chamber has provide Certificate of Liability Insurance which is attached.</p> <p>The Chamber agrees to return parking lot and Historic Truman Courthouse grounds in as-good-as condition as it existed before the event, clean-up all debris and repair to parking lots and lawns as necessitated by their use.</p> <p>The Chamber agrees to power wash the Historic Truman Courthouse steps, sidewalks and retaining walls using environmentally friendly de-greaser/soap detergent.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter from Independence Chamber of Commerce; Cooperative Agreement; and Certificate of Insurance.	
REVIEW	Department Director: 	Date: 8/6/18
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 8/6/18
	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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four month term and supply contracts with two twelve-month options to extend for the furnishing of forensic toxicology services for use by the Medical Examiner's Office to Axis Forensic Toxicology of Indianapolis, IN, under the terms and conditions of Request for Proposals No. 27-18.

RESOLUTION NO.19952, August 13, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Medical Examiner's Office requires forensic toxicology services to assist with the determination of the cause and manner of death in cases it handles; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals under the terms and conditions of Request for Proposals No. 27-18 for the furnishing of forensic toxicology services; and,

WHEREAS, a total of ten notifications were distributed and four responses were received from the following:

RESPONDENT

Axis Forensic Toxicology
Indianapolis, IN

St. Louis University
St. Louis, MO

NMS Labs
Willow Grove, PA

Alere
Santa Rosa, CA

and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twenty-four month term and supply contract with two twelve-month options to extend to Axis Forensic Toxicology of Indianapolis, IN, as the lowest and best bid as set forth under the terms and conditions of Request for Proposal No. 27-18, as set forth in the attached recapitulation and analysis; and,

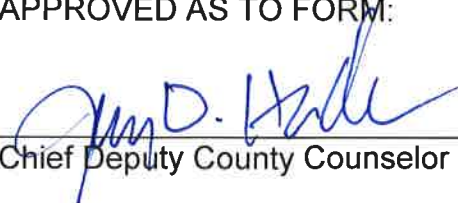
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and 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 contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19952 of August 13, 2018 was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

8/9/18

Date



Chief Administrative Officer

ABSTRACT OF BIDS

Bid No: 27-18 Date: 6/5/18 COMMODITY: Forensic Toxicology Services		St. Louis University	Axis Forensic Toxicology	NMS Labs	Alere Redwood Toxicology Laboratory	Alere Diagnostics
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Forensic Toxicology Services, per RFP 27-18	See Bid	See Bid	See Bid	See Bid	See Bid

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: June 5, 2018 BY Verdi H. Rowland
CLERK OF THE LEGISLATURE

Katie Bantle
PURCHASING



THE JACKSON COUNTY MEDICAL EXAMINER'S OFFICE
950 East 21st Street
Kansas City, Missouri 64108
(816) 881-6600

MEMO

To: Barbara Casamento – Purchasing

From: Diane C. Peterson, MD

Date: July 5, 2018

Re: RFP 27-18, Toxicology Services

The Jackson County Medical Examiner's Office received 4 bids for toxicology services in response to RFP #27-18. A committee of key members of the office reviewed the bids. Following review, we have chosen Axis Forensic Toxicology to be awarded the bid. Key factors in the decision included turn-around-time, invoicing methods, possibility of online ordering and reporting, as well as comprehensive nature of the testing panels. Pricing, both overall as well as for specific features such as return of samples, played a key role in the determination as well.

One request of the bid was the ability to perform STAT carbon monoxide testing. Given that all laboratories that bid are out of town and require overnight shipping, technically none of them can satisfy this requirement. A separate memo will be issued requesting this specific testing from a local laboratory as a sole source.

Thank you,

A handwritten signature in cursive script, reading "Diane C. Peterson MD".

Diane C. Peterson, MD
Chief Medical Examiner
Jackson County Medical Examiner's Office

cc: Jaime Masters, Chief of Health Services

JACKSON COUNTY MEDICAL EXAMINER'S OFFICE

Evaluation of Tox Services (RFP # 27-18)

Committee Meetings: **Bid Spec Review: June 14, 2018**
Pricing Review: June 18, 2018

Committee Members Evaluations:

	NMS	Alere	Axis	SLU
Committee Head: Dr. Diane Peterson, Chief Medical Examiner	83	85	86	74
Committee Member 1: Deputy Medical Examiner	93	90	97	89
Committee Member 2: Forensic Supervisor	90	95	95	80
Committee Member 3: Forensic Transcriptionist	94	92	95	68
Committee Member 4: Administrative Supervisor	88	90	97	87

Committee Notes:

1. Returning specimen costs are a major factor.
2. In house vitreous turn around time vs. sent out
3. Digital requisitions. Online account balance and payment information.
4. Comprehensive drug screening costs. Flat fee for screening and confirmation.
5. Use of reference lab

COMMITTEE OVERALL EVALUATION	NMS	Alere	Axis	SLU
Total Points: Responsiveness to RFP (5 points)	5	5	5	4
Total Points: Respondent's Qualifications & Experience (30 points)	29	28	29	23
Total Points: Respondent's References (30 points)	29	26	28	22
Total Points: Pricing (35 points)	27	31	31	31
Totals	90	90	93	80

Recommendation letter attached.

July 5, 2018

Axis Forensic Toxicology, Inc.
c/o Philip Roberts
P.O. Box 681513
Indianapolis, IN 46268-7513

June 4, 2018

Axis Forensic Toxicology (Axis) is pleased to provide the following proposal package to the **Jackson County Medical Examiner's Office** in response to **RFP 27-18: Forensic Toxicology Services**.

Axis - your industry-leading forensic toxicology partner, approaching your needs from every angle.

- Unmatched accuracy, accessibility, transparency and accountability
- Leader in designer drug testing and research & development
- Direct access and communication with our team of experts
- Forensics – the center of our work since 1990

Everything revolves around forensics.

At Axis, our mission is to contribute to an effective justice system that brings closure to people and communities by providing accurate, timely, and relevant toxicology results from our industry leading testing protocols, cost effective products, and access to subject matter experts.

Axis' "whole case approach" provides superior value, budgeting certainty, and highest quality outcomes. Axis charges a flat fee for screening and confirmation of common drug classes AND tests multiple matrices in every case to provide a more comprehensive understanding of the toxicology of the case, all under one bundled price to help provide certainty to your budget before you ever submit a single case. In addition to being cost effective and thorough, this approach minimizes the need for add-on testing and allows much faster results delivery. By pricing Axis' Comprehensive and Drugs of Abuse panels this way, clients have a known capitation compared to traditional fees for services and per specimen testing.

Axis receives cases daily from more than 700 clients in 45 states throughout the United States. We currently operate near 70% of our overall capacity, providing Axis more than enough additional capacity to complete work for the County in a timely manner. As a leading forensic toxicology lab with over 25 years of toxicology experience, processing casework in a timely and efficient manner is at the core of what we do. We currently provide final reports to clients within 10 days of receiving the case in-house. The County can expect timely processing similar to this result if they choose to use Axis as their toxicology lab partner.

If you have any questions concerning our submission and/or testing capabilities, we welcome the conversation. All questions may be directed to our Director of Operations and Product Management, Matt Zollman, at (317) 759-4869 x 273 or at mzollman@axisfortox.com. Additionally, we invite you to visit our website at www.axisfortox.com for more information about our laboratory, toxicologists, and test catalog.

We appreciate your consideration and look forward to serving you.

Regards,



Philip Roberts
CEO

PRICING (4.6.11)

Axis is pleased to provide the following fee schedule to the County. The proposed pricing is inclusive of all charges, including all necessary supplies for specimen collection (such as appropriate tubes, bottles, syringes, specimen transport bags, evidence seals, and transport box), shipping costs, forensic chain of custody, laboratory analysis, final toxicology reports, interpretation and consultation services, minimum (12) month specimen storage, and five (5) year record maintenance. These additional services provide the client with a greater overall value than just test analysis alone.

Axis' "whole case approach" provides superior value, budgeting certainty, and highest quality outcomes. Axis charges a flat fee for screening and confirmation of common drug classes AND tests multiple matrices in every case to provide a more comprehensive understanding of the toxicology of the case, all under one bundled price to help provide certainty to your budget before you ever submit a single case. In addition to being cost effective and thorough, this approach minimizes the need for add-on testing and allows much faster results delivery. By pricing Axis' Comprehensive and Drugs of Abuse panels this way, clients have a known capitation compared to traditional fees for services and per specimen testing.

Please visit our test catalog at www.axisfortox.com for the most up-to-date listing of panel scopes and test offerings.

STANDARD PANELS

Panel Name	Axis Order Code	Price
Comprehensive Drug Panel, Blood	70510	\$200.00
Comprehensive Drug Panel, Tissue	70510T	\$325.00
Comprehensive Drug Panel, Vitreous	70510V	\$325.00
Comprehensive Drug Panel, Fluid	70510FL	\$425.00
Drugs of Abuse Panel, Blood	70530	\$130.00
Drugs of Abuse Panel, Tissue	70530T	\$245.00
Drugs of Abuse Panel, Vitreous	70530V	\$245.00
Drugs of Abuse Panel, Fluid	70530FL	\$245.00
Drugs of Abuse Panel, Urine	70080	\$130.00
Vitreous Electrolytes Panel <i>Includes chloride, creatinine, glucose, potassium, sodium and urea nitrogen</i>	32400	\$75.00
Alcohol Panel, Blood <i>Includes acetone, ethanol, methanol, and isopropanol</i>	45650	\$65.00

DIRECTED CONFIRMATION TESTING

Description	Item	Price
Acetaminophen, Blood	40600	\$125.00
Acetyl Fentanyl, Tissue	45180	\$235.00
Albuterol, Blood	44000	\$308.00
Alprazolam	44500	\$150.00
Amitriptyline and Metabolite, Blood	41500	\$125.00
Amoxapine and Metabolite, Blood	41510	\$282.00
Amphetamine, Blood	45075	\$125.00
Amphetamines Panel, Blood	45130	\$125.00
Amphetamines Panel, Tissue	45130T	\$175.00
Amphetamines Panel, Urine	45190	\$125.00
Anabolic Steroids	44030	\$215.00
Anabolic Steroids, Urine	44030U	\$177.00
Arsenic, Blood	47000	\$144.00
ARSENIC, Tissue	47010	\$353.00
Atenolol, Blood	43020	\$200.00
Baclofen	47780	\$334.00
Baclofen, Blood	40000	\$165.00
Barbiturates, Blood	44525	\$125.00
Belladonna Alkaloids Panel	42060	\$362.00
Benzodiazepine Panel, Blood	44530	\$150.00
Benztropine, Blood	44040	\$115.00
Betahydroxybutyric Acid, Blood	33570	\$228.00
Betahydroxybutyric Acid, Urine	14510	\$141.00
Bicarbonate, Urine	43850	\$69.00
Bupivacaine, Blood	40800	\$163.00
Buprenorphine and Metabolite, Blood	40610	\$150.00
Buprenorphine Meconium	61045	\$114.00
Bupropion, Blood	41520	\$125.00
Butalbital, Blood	44550	\$125.00
Butane & Isobutane	45510	\$372.00
Caffeine, Blood	45010	\$177.00
Cannabinoids, Blood	44050	\$125.00
Cannabinoids, Fluids	44050FL	\$175.00
Cannabinoids, Vitreous	44050V	\$155.00
Carbamazepine and Metabolite, Blood	41030	\$125.00
Carbon Monoxide-Iron Ratio Profile, Tissue	46600	\$583.00
Carisoprodal and Metabolite	40010	\$125.00
Cetirizine, Blood	42210	\$468.00
Chlordiazepoxide and Metabolite, Blood	44560	\$150.00
Chlorodifloromethane	17095	\$401.00
Chloroform	41910	\$207.00
Chlorophenylpiperazine (mCPP), Blood	41685	\$125.00

Description	Item	Price
Chlorothiazide, Blood	41440	\$233.00
Chlorpromazine, Blood	42410	\$125.00
Chlorthalidone, Blood	44770	\$171.00
Cimetidine	42230	\$224.00
Citalopram, Blood	41530	\$125.00
Clonazepam	41040	\$150.00
Clonazepam & Metabolite	41045	\$150.00
Clozapine and Metabolite, Blood	42420	\$125.00
Cobalt, Blood	48532	\$143.00
Cocaine and Metabolites, Blood	45020	\$125.00
C-Peptide	32700	\$201.75
Cyanide, Blood	44080	\$100.00
Demoxepam	44565	\$125.00
Dextromethorphan	42240	\$125.00
Diclofenac, Blood	40210	\$332.00
DICYCLOMINE	42370	\$302.00
Diethylene Glycol, Blood	44750	\$401.00
Digoxin	43080	\$326.00
Dihydrocodeine, Blood	40690	\$150.00
Diltiazem, Blood	43120	\$120.00
Dimethyltryptamine, Blood	44850	\$445.00
Diphenhydramine, Blood	42250	\$125.00
Donepezil, Blood	44260	\$337.00
Doxylamine, Blood	42260	\$125.00
Ecgonine Methyl Ester, Blood	43425	\$460.00
Electrolytes Panel	32400	\$75.00
Ethylene Glycol, Blood	45530	\$140.00
Fentanyl, Blood	40410	\$125.00
Fentanyl, Vitreous	40420	\$155.00
Flecainide, Blood	43140	\$85.00
Flunitrazepam, Blood	44570	\$125.00
Fluoride, Urine	32830	\$128.00
Fluoride, Urine	34390	\$128.00
Fluoxetine and Metabolite, Blood	41580	\$125.00
Fluphenazine, Blood	42430	\$125.00
Flurazepam and Metabolite, Blood	44580	\$115.00
Fosphenytoin (as Phenytoin)	41215	\$149.00
Furosemide, Blood	43150	\$158.00
Gabapentin, Blood	41090	\$125.00
Gamma Hydroxybutyrate (GHB), Blood	44590	\$125.00
Gamma-Hydroxybutyrate (GHB)	10175	\$125.00
Glucose, Urine	10835	\$76.00
Haloperidol, Blood	42440	\$125.00

Description	Item	Price
Heavy Metals Panel, Blood	47100	\$368.00
Heavy Metals Panel, Nails	48000	\$536.00
Hemoglobin A1C	30900	\$77.00
Hemoglobin Evaluation w/Confirmation	31710	\$89.00
Heroin Metabolites-urine	10020	\$241.67
Hydrochlorothiazide, Blood	43160	\$125.00
Hydrocodone, Blood	40430	\$150.00
Hydromorphone, Blood	40440	\$150.00
Hydroxychloroquine, Blood	40355	\$266.00
Hydroxyzine, Blood	42280	\$200.00
Ibuprofen, Blood	40260	\$125.00
Immunoglobulin E.	31500	\$68.00
Inhalants / Intoxicants Profile	45595	\$367.00
Inhalants Panel, Blood	45710	\$405.00
Insulin	43540	\$190.00
Iron	47210	\$118.00
Ketamine and Metabolite, Blood	40810	\$153.00
Ketamine-Urine	10626	\$150.00
Ketone Panel, Fluid	17070	\$290.00
Ketone, Urine	32510	\$90.00
Ketones, Blood	33500	\$327.00
Ketoprofen, Blood	40280	\$394.00
Labetalol, Blood	43315	\$524.00
LACOSAMIDE	41095	\$216.00
Lamotrigine, Blood	41100	\$150.00
Levetiracetam, Blood	41110	\$125.00
Lidocaine, Blood	40830	\$150.00
Lithium, Blood	42450	\$103.00
Loperamide, Blood	42080	\$365.00
Lorazepam	41120	\$150.00
Lysergic Acid Diethylamide (LSD), Blood	44110	\$351.00
Lysergic Acid Diethylamide, Urine	10671	\$237.00
Melatonin	40444	\$275.00
Mescaline	44245	\$401.00
METALS/METALLOIDS ACUTE POISONING PANEL	48345	\$397.00
Metformin Blood	43550	\$193.00
Methadone and Metabolite, Blood	40470	\$125.00
Methadone Meconium	40560	\$114.00
Methamphetamine D/L, Blood	41800	\$323.00
Methamphetamine, Blood	45076	\$125.00
Methane	45550	\$501.00
Methemoglobin, Blood	44085	\$215.00
Methylphenidate	45060	\$125.00

Description	Item	Price
Metoprolol, Blood	43170	\$150.00
Mexiletine, Blood	43180	\$142.00
Mirtazapine, Blood	41620	\$125.00
Mitragynine and Metabolite (Qualitative), Urine	12600	\$197.00
Mitragynine, Blood	42090	\$334.00
Morphine w/ Codeine	40490	\$150.00
Morphine, Blood	40480	\$150.00
Naloxone, Blood	40650	\$132.00
Naltrexone, Blood-Quantitative	44120	\$417.00
Naproxen, Blood	40300	\$125.00
Nicotine and Metabolite, Tissue	45070T	\$350.00
Nicotine, Blood	45070	\$124.00
Nicotine/Cotinine, Blood	45065	\$142.00
Nifedipine, Blood	43200	\$313.00
NITROUS OXIDE	45680	\$459.00
N-Methylhistamine, Urine	45150	\$257.00
Olanzapine, Blood	42480	\$125.00
Opiates Panel 1, Blood	40500	\$150.00
Opiates Panel 1, Blood	40510	\$150.00
Opiates Panel 1, Tissue	40510T	\$200.00
Orphenadrine, Blood	40060	\$140.00
Oxcarbazepine, Blood	41150	\$125.00
Oxycodone, Blood	40520	\$150.00
Oxymorphone, Blood	40530	\$150.00
Papaverine, Blood	43330	\$297.00
Paroxetine, Blood	41650	\$125.00
Phenazepam	42700	\$227.00
Phencyclidine (PCP), Blood	40570	\$125.00
Phentermine, Blood	45080	\$149.00
Phenytoin, Blood	41210	\$150.00
Pregabalin, Blood	41300	\$125.00
Primidone, Blood	41220	\$177.00
Procaïnamide, Blood	43220	\$635.00
Promethazine, Blood	42310	\$150.00
Propafenone, Blood	43230	\$130.00
Propofol Glucuronide, Urine	46800U	\$236.00
Propofol, Blood	42150	\$236.00
Propranolol, Blood	43240	\$125.00
Propylene Glycol, Blood	45730	\$275.00
Protriptyline, Blood	41660	\$200.00
Psilocybin	44240	\$403.00
Psychoactive Substances Panel	13610	\$200.00
Quetiapine, Blood	42500	\$125.00

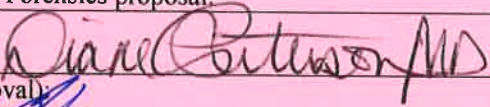



Description	Item	Price
Quetiapine, Urine Confirmation	16750	\$279.00
Ranitidine, Blood	42330	\$200.00
Risperidone and Metabolite, Blood	42510	\$138.00
Rocuronium, Blood	40910	\$200.00
Ropinirole, Blood	41320	\$240.00
Rufinamide	41235	\$214.00
Salicylates, Blood	40320	\$241.00
Sertraline and Metabolite, Blood	41670	\$125.00
Sildenafil, Blood	44150	\$448.00
Silver	47110	\$136.00
Solvent/Inhalants Panel	16650	\$468.00
Sotalol, Blood	43270	\$125.00
Strychnine, Blood	45100	\$200.00
Tapentadol Confirmation	40660	\$150.00
Tapentadol, Blood	40160	\$364.00
Tetrafluoroethane and Difluoroethane	46590	\$405.00
Tetrahydrozoline	42190	\$357.00
THC-OH, Blood	41830	\$150.00
Thiosulfate	43590	\$252.00
THIOSULFATE URINE	12100	\$238.00
Thyroxine, Total	32200	\$68.00
Tizanidine, Blood	40070	\$422.00
Topiramate, Blood	41240	\$150.00
Tramadol and Metabolite, Blood	40680	\$125.00
Trazodone	41680	\$125.00
Triamterene, Blood	40920	\$628.00
Tricyclic Antidepressant Panel, Blood	41710	\$125.00
Trihexyphenidyl, Blood	44180	\$203.00
Tryptase Post (Enzyme)	32300	\$116.00
Tryptase, Limited Volume	45170	\$222.00
Urine Glucose	5014G	\$18.00
Valproic Acid, Blood	41280	\$200.00
Vancomycin	44280	\$76.00
Venlafaxine, Blood	41700	\$125.00
Verapamil, Blood	43300	\$125.00
Volatiles Panel	45715	\$275.00
Volatiles: Hydrocarbons and Oxygenated	17010	\$147.00
Warfarin, Blood	44190	\$125.00
Zaleplon, Blood	44690	\$257.00
Zolpidem, Blood	44680	\$150.00
Zonisamide, Blood	41290	\$113.00

SPECIALTY TESTING

Description	Item	Price
Carbon Monoxide, Blood	44060	\$65.00
Designer Opioids Panel, Blood	13810	\$200.00
Designer Opioids Panel, Urine	13810U	\$200.00
Designer Opioid Panel, Vitreous	13810V	\$230.00
Psychoactive Substances, Blood	13610	\$200.00
Synthetic Cannabinoids	42130	\$200.00
Trace Analysis – Drug Identification	20040	\$425.00
Trace Analysis – Drug Quantification	20000	\$850.00

ADDITIONAL SERVICES

Description	Item	Fee
STAT Testing Request	n/a	\$0.00
Extended Storage (for samples stored > 1 year)	99301	\$180.00/year
Specimen Return	9000	\$50.00
Storage Fee (for samples received, but no testing ordered)	49910	\$50.00
Sendout Cost	n/a	Included in Individual Test List Price
Shipping Costs	n/a	\$0.00 when using Axis supplies
Supplies	n/a	\$0.00 when using Axis supplies
DNA Stain Card	43820	\$100.00
Litigation Packet – Tier 1	n/a	\$100.00
Litigation Packet – Tier 2	n/a	\$1000.00
Litigation Packet – Tier 3	n/a	\$1500.00
Litigation Packet – Tier 4	n/a	\$2000.00
Expert Testimony	n/a	\$300 Per Hour/Per Person
Court Testimony Travel Expenses	n/a	At Cost/Per Person
Court Testimony Retainer Fee	n/a	\$1500.00
Multi-Day Engagement Testimony	n/a	\$2400 Per Day/Per Person
Testimony Cancellation Fee	n/a	\$50.00 Per Hour/Per Person
Fact Witness	n/a	\$50.00 Per Hour/Per Person
Fact Witness Travel Expenses And Other Costs	n/a	At Cost/Per Person

	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twenty Four Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of Forensic Toxicology Services for the Jackson County, Missouri Medical Examiner's Office be awarded to Axis Forensic Toxicology of Indianapolis, Indiana as the lowest and best proposal received under the terms and conditions of Request for Proposal No. 27-18.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals There are no goals assigned to this Contract <input type="checkbox"/> VBE Goals	
ATTACHMENTS	The Abstract of Bids Received, Award Recommendation from Dr. Diane Peterson, Medical Examiner and the pertinent pages of Axis Forensics proposal.	
REVIEW	Department Director:  Finance (Budget Approval) <i>If applicable</i>  Division Manager:  County Counselor's Office: 	Date: 08/01/2018 Date: 8/2/18 Date: 8-7-18 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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a First Amendment to the Cooperative Agreement with the City of Kansas City, Missouri, in connection with the construction of a multipurpose trail within the Blue River Parkway.

RESOLUTION NO. 19953, August 13, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, in 2007, the County and the City of Kansas City entered into a Cooperative agreement for Park Improvements for the Blue River Parkway; and,

WHEREAS, this mutually beneficial agreement has resulted in the addition of 2.2 miles of recreational trail constructed in the Blue River Parkway that connects to the popular Indian Creek Trail system; and,

WHEREAS, the original agreement only covered the Blue River Parkway property between Bannister Road and Red Bridge Road; and,

WHEREAS, the Parks + Rec Department requests the approval of the attached First Amendment to the Cooperative Agreement with the City of Kansas City to include the entire Blue River Parkway property; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached First Amendment to the Cooperative Agreement with the City of Kansas City, MO, on behalf of the County.

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. 19953 of August 13, 2018 was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

AMENDMENT # 1

**COOPERATIVE AGREEMENT
FOR PARK IMPROVEMENTS AND USE
in the
BLUE RIVER PARKWAY**

WHEREAS, on or about March 5, 2007, the City of Kansas City, Missouri, ("City") and Jackson County, Missouri, ("County") entered into a Cooperative Agreement for Park Improvements and Use in the Blue River Parkway. ("Agreement").

WHEREAS, this Agreement was authorized by the Jackson County Legislature by Resolution # 16169 and by Kansas City Park Board Resolution 28032.

WHEREAS, this Agreement has been successful in providing additional recreational opportunities to the citizens of the City and County through inter-governmental cooperation.

WHEREAS, under this Agreement approximately 2.2 miles of trail have been constructed by the City on County property and have provided a connection between the Blue River Parkway and the Indian Creek Trail system.

WHEREAS, the City and County wish to continue this agreement and expand the area within Blue River Parkway covered under the Agreement.

WHEREAS, expanding the area covered under this Agreement will allow connections to additional trails within the MetroGreen system of trails and greenways.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the parties agree to modify the terms of the Cooperative Agreement with Amendment #1 as follows:

1. Paragraph 2. COUNTY LANDS: Shall be modified to add the following additional County owned land within the Blue River Parkway:
Section 9, T47N, R33W; Section 16, T47N, R33W; Section 17, T47N, Section 20, T47N, Section 21, T47N, R33W; Section 14, T48N, R33W; Section 22, T48N, R33W; Section 27, T48N, R33W; Section 28, T48N, R33W; Section 29, T48N, R33W; Section 30, T48N, R33W; Section 31, T48N, R33W.
2. This Amendment #1 to the Cooperative Agreement for Park Improvements and Use in the Blue River Parkway shall be binding on the parties thereto only after it has been duly approved and executed by the governing bodies of the parties.
3. In the event that any provision of this Amendment is inconsistent with any provisions of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the _____ day of _____, 2018.

CITY OF KANSAS CITY
PARKS & RECREATION DEPT.

JACKSON COUNTY

Mark L. McHenry
Director of Parks & Recreation

Frank White Jr.
County Executive

Pursuant to Board Resolution # _____

ATTEST:

ATTEST:

Secretary to the Board

Mary Jo Spino
Clerk of the County Legislature

APPROVED AS TO FORM:

APPROVED AS TO FORM:

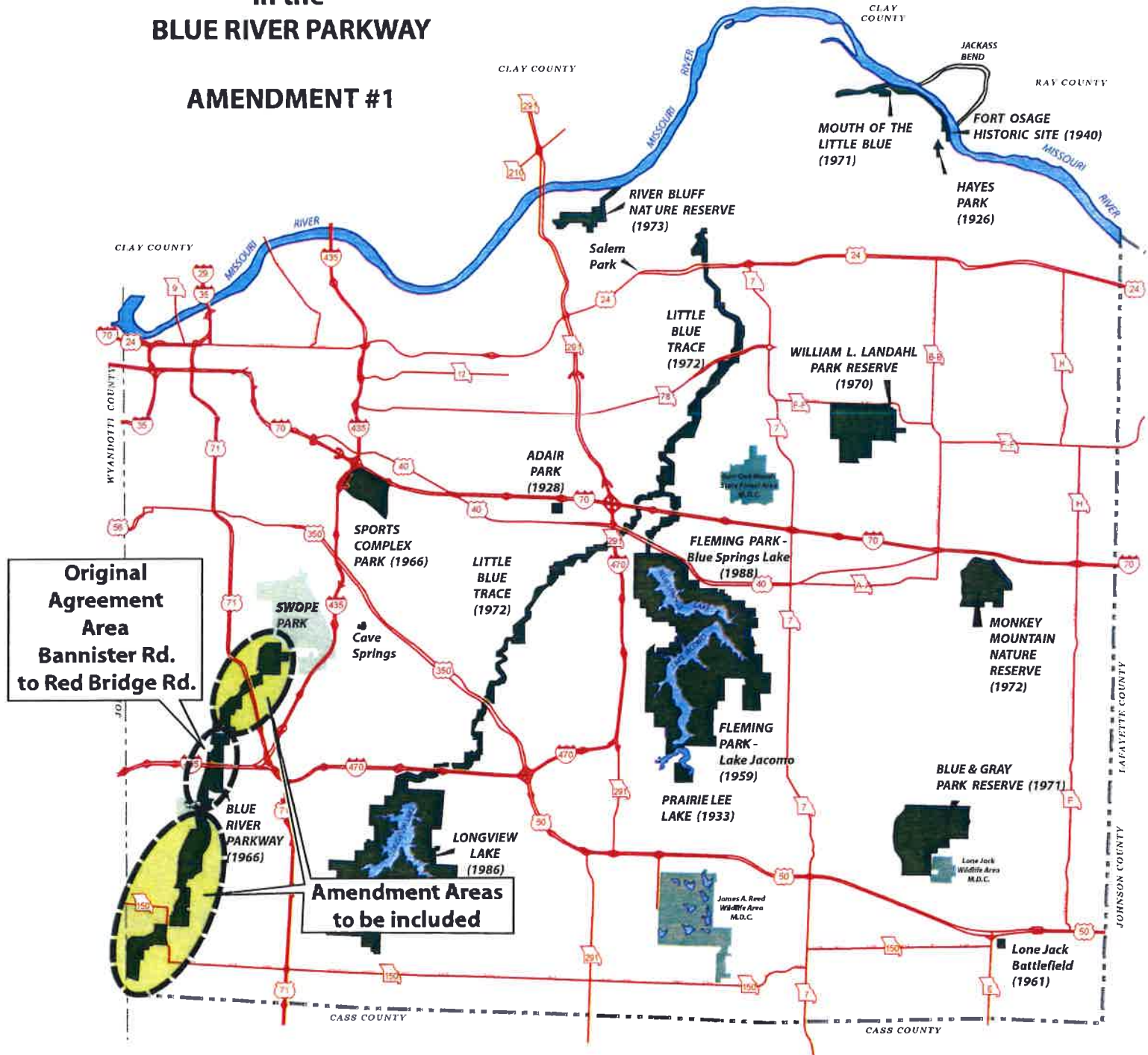
Assistant City Attorney

Stephen W. Nixon
County Counselor

Jackson County Park System

COOPERATIVE AGREEMENT FOR PARK IMPROVEMENTS AND USE in the BLUE RIVER PARKWAY

AMENDMENT #1



Jackson County, Missouri

COOPERATIVE AGREEMENT
FOR PARK IMPROVEMENTS AND USE
in the
BLUE RIVER PARKWAY

THIS AGREEMENT made and entered into by and between Jackson County, Missouri, hereinafter called "County", and the City of Kansas City, a Missouri municipality organized and existing under its constitutional charter, hereinafter called "City",

WITNESSETH:

WHEREAS, County presently owns and holds for public use certain lands in connection with County's Blue River Parkway lying between Bannister Road on the north, Red Bridge Road on the south, east of the railroad right-of-way of the Missouri Pacific Railroad Company and west of Blue River Road; and

WHEREAS, City having the means available or potentially available to it to improve said lands with a multipurpose trail, desires to make such improvements as hereinafter described with County's permission,

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE, PURPOSE AND INTENT

The scope, purpose and intent of this agreement is to provide for a recreational trail to be built in phases and operated on certain lands owned by the County and held by County for public use for park and recreational purposes, said scope to be confined to park lands in the Blue River Parkway previously defined. It is the intent of the parties that this Agreement is framed pursuant to Sections 70.210, through 70.325 RSMo. 1978, relating to cooperative agreements between governmental units or agencies to provide a common service to the public, in this instance, public recreational facilities.

2. COUNTY LANDS.

The County lands to be utilized by City for trail improvements are located within the Blue River Parkway, the legal description of said lands being as follows:

All land being owned by Jackson County lying within; the Southeast $\frac{1}{4}$ of Section 28, T48N, R33W; the Southwest $\frac{1}{4}$ of Section 27, T48N, R33W; the East $\frac{1}{2}$ of Section 33, T48N, R33W and the Northeast $\frac{1}{4}$ of Section 4, T47N, R33 W.

3. IMPROVEMENTS BY CITY.

The City proposes to be constructed on the site described above the initial phase of a paved multipurpose trail in accordance with the plans and specifications now or hereafter adopted by the City acting through its Board of Parks and Recreation Commissioners and shown generally on Exhibit A which is attached hereto and made a part hereof. After completion of each phase of said multipurpose trail, the City shall make same available for public use.

4. APPROVAL FOR PLANS.

That before commencement of any improvement to be made by City as set forth in Paragraph 3 above, City through its Board of Parks and Recreation Commissioners agrees to submit plans and specifications to County, through County's Parks and Recreation Department, for approval before making any alteration on the premises.

5. MAINTENANCE OF IMPROVEMENTS.

City shall provide all maintenance of trail improvements constructed by the City. Maintenance shall be provided by the City to keep the trail safe for users and free of defects. County reserves the right to close and remove the trail should the City fail to maintain the trail to this standard. County shall provide routine grounds maintenance, (general clean-up and mowing along the

trail), for so long as this Agreement is in effect. Scheduling of routine grounds maintenance shall be by the County.

6. OPERATION OF THE TRAIL.

County shall allow parking and trail access to the public at its existing parking lot at 99th and Blue River Road. County and City shall not conduct organized events along the trail without prior notification and agreement of the other party to eliminate conflicts in scheduling.

7. SIGNS AND ADVERTISEMENTS.

County and City agree that they shall not erect or maintain nor permit the erection or maintenance upon any part of the park premises described aforesaid any billboards or advertisements whatsoever, but that the parties contemplate that an appropriate sign or marker designating the trail may be erected and maintained upon approval of both parties.

8. TERM.

This Cooperative Agreement shall become effective upon that date when both parties are by law bound thereby, and shall remain in full force and effect until terminated by either party or by mutual agreement in accordance with the provisions for termination hereafter.

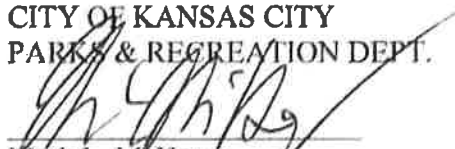
9. TERMINATION.

This Cooperative Agreement may be terminated by either party upon giving not less than one year's notice to the other. If County elects to terminate this Agreement and the improvements contemplated by the parties have been made, then County shall be liable for the cost of the improvements made by City less depreciation, such cost to be evidenced by the actual cost to City to make said improvements. In the event that said termination shall be at any time prior to the expiration of ten years, then the depreciation shall be based upon the actual depreciation based upon a similar improvement of standard like. Should City elect to terminate the

Agreement at any time, all improvements shall become County property with no cost to County.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed the respective dates hereafter contained in the acknowledgement by their appropriate officers.

CITY OF KANSAS CITY
PARKS & RECREATION DEPT.



Mark L. McHenry
Director of Parks & Recreation

Pursuant to Board Resolution # 72032


ATTEST:


Secretary to the Board

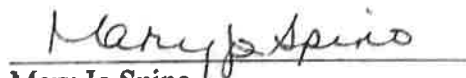
APPROVED AS TO FORM:


Assistant City Attorney

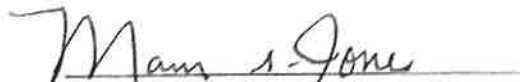
JACKSON COUNTY


Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the County Legislature

APPROVED AS TO FORM:


Mark S. Jones
County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: **AUG 07 2018**
 Res/Ord No.: **19953**
 Sponsor(s): **Tony Miller**
 Date: **August 13, 2018**

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Amendment #1 to the Cooperative Agreement for Park Improvements and use in the Blue River Parkway</u>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>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:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): R 16169; March 5, 2007										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect, 816-503-4802										
REQUEST SUMMARY	<p>In 2007 Jackson County and Kansas City entered into a Cooperative agreement for Park Improvements and use in the Blue River Parkway. This mutually beneficial agreement has resulted in the addition of 2.2 miles of recreational trail constructed in the Blue River Parkway connecting it to the popular Indian Creek Trail system. The original agreement only covered Blue River Parkway property between Bannister Road and Red Bridge Road. Approval of Amendment #1 to the Agreement will expand the included area to the entire Blue River Parkway property. This additional area will allow further expansion of the trail system and to eventually connect to the Trolley Track Trail and other major trail connections.</p> <p>We are now requesting Amendment #1 be approved and the County Executive be authorized to sign it.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Cooperative Agreement, Amendment #1, Location Map	
REVIEW	Department Director:	Date: 8-2-18
	Finance (Budget Approval): <i>If applicable</i>	Date: 8/2/18
	Division Manager:	Date: 8/7/18
	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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Warranty Deed and Temporary Construction Easement in connection with the Blue River Parkway for use in the Kenneth Road Bridge Construction project, and providing for the acceptance of replacement property, all with City of Kansas City.

RESOLUTION NO. 19954, August 13, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department request the approval of a warranty deed transferring ownership of 0.817 acres of Blue River Parkway property to the City of Kansas City at the Kenneth Road Bridge over the Blue River; and,

WHEREAS, the parcel is to be used as right-of-way for the new Kenneth Road Bridge replacement; and,

WHEREAS, in exchange the City of Kansas City is deeding to the County 1,563 acres of City property adjacent to the park as replacement property; and,

WHEREAS, documentation of this 6(f)3 property swap transaction was submitted for review by the Missouri Department of Natural Resources and U. S. Department of Interior and approved by both agencies; and,

WHEREAS, the Director of the Parks + Rec has requested the acceptance of the warranty deed for replacement property authorized by the conversion and the approval of the attached temporary construction easement of 3.7 acres of the Blue River Parkway property

along the north edge of Kenneth Road in conjunction with the construction of the bridge;
now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the Warranty Deed for Blue River Parkway property along the north edge of Kenneth Road and the described Temporary Construction Easement; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby authorized to execute any and all documents necessary to effect the acceptance of the replacement property from the City of Kansas City, as described in this Resolution.

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. 19954 of August 13, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

PROJECT # 89005566
PARCEL ID # JA 66-900-01-04-00-0-00-000
Tract #7
OWNERS NAME: Jackson County, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64145
MAILING ADDRESS: 415 East 12th Street
Kansas City, MO. 64106

GENERAL WARRANTY DEED

THIS INDENTURE, made this _____, A.D., 2018, by and between **Jackson County, Missouri, a political subdivision of the State of Missouri**, (Grantor), and the **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri**, (Grantee), whose mailing address is 414 East 12th Street, Kansas City, Missouri, 64106.

WITNESSETH, that the said Grantor, in consideration of TEN, DOLLARS to be paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in connection with construction project # 89005566, Kenneth Road Bridge, under, in, over and upon the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

A portion of the North Half of Fractional Section 31, Township 47 North, Range 33 West in Kansas City, Jackson County, Missouri, being situate along the North right-of-way of

the traveled way of Kenneth Road as now established 40 feet wide and field located in June, 2015, also being situate along the border between the States of Missouri and Kansas, being now more particularly described as follows:

Commencing at the Southeast corner of the North Half (East Quarter Corner) of Fractional Section 31, Township 47 North, Range 33 West; thence North 86 degrees 06 minutes 08 seconds West along the South line of the North Half of said Fractional Section 31, a distance of 380.18 feet to a point on the centerline of aforesaid Kenneth Road, thence generally Westerly along the centerline of said Kenneth Road, the following courses and distances; thence North 50 degrees 37 minutes 14 seconds West, 42.54 feet; thence Northwesterly and Westerly along a curve to the left, tangent to the last described course, having a radius of 200.00 feet and a central angle of 39 degrees 40 minutes 00 seconds, an arc length of 138.46 feet; thence South 89 degrees 42 minutes 46 seconds West, tangent to the last described curve, a distance of 248.16 feet; thence North 00 degrees 17 minutes 14 seconds West, perpendicular to the last described course and departing from the centerline of said Kenneth Road, a distance of 20.00 feet to a point on the North right-of-way line of said Kenneth Road and the Point of Beginning of the tract of land to be herein described; thence Westerly and Northwesterly along the North right-of-way line of said Kenneth Road, the following courses and distances; thence South 89 degrees 42 minutes 46 seconds West, 420.46 feet; thence Westerly and Northwesterly along a curve to the right, tangent to the last described course, having a radius of 250 feet and a central angle of 34 degrees 08 minutes 26 seconds, an arc length of 148.97 feet; thence North 56 degrees 08 minutes 48 seconds West, tangent to the last described curve, a distance of 182.51 feet; thence South 78 degrees 44 minutes 01 second East, departing from the North right-of-way line of said Kenneth Road, a distance of 726.54 feet to the Point of Beginning.

Containing 35,606 square feet or 0.817 acres, more or less.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever; Grantor hereby covenanting that he/she/they/it is/are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that Grantor has good right to convey the same; that Grantor has passed Resolution No. _____, attached hereto and incorporated herein as Exhibit A, authorizing the conveyance of the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom he/she/they/it claim(s) except for the lien of general or special taxes not now due and payable; and that Grantor will warrant and defend the title to said premises unto said Grantee and its successors and assigns, forever, against the lawful claims and demands of all entities whomsoever.

WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

JACKSON COUNTY

Frank White Jr., County Executive

ATTEST:

Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon, County Counselor

ATTEST:

Mary Jo Spino, County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

SEAL

Notary Public

Printed Name of Notary

My Commission Expires:

PROJECT # 89005566
PARCEL ID # JA 66-900-01-04-00-0-00-000
Tract #7
OWNERS NAME: Jackson County, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64145
MAILING ADDRESS: 415 East 12th Street
Kansas City, MO. 64106

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this _____ day of _____, 2018, by and be between **Jackson County, Missouri, a political subdivision of the State of Missouri**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged) by **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri, Grantee**, whose mailing address is 414 East 12th Street, Kansas City, Missouri, 64106, does hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, construction of driveway and sidewalk pavements, removal and replacement of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with construction project #89005566 Kenneth Road Bridge, over, upon and across the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A portion of the North Half of Fractional Section 31, Township 47 North, Range 33 West in Kansas City, Jackson County, Missouri, being situate along the North right-of-way of the traveled way of Kenneth Road as now established 40 feet wide and field located in June, 2015, also being situate along the border between the States of Missouri and Kansas, being now more particularly described as follows:

Commencing at the Southeast corner of the North Half (East Quarter Corner) of Fractional Section 31, Township 47 North, Range 33 West; thence North 86 degrees 06 minutes 08 seconds West along the South line of the North Half of said Fractional Section 31, a distance of 380.18 feet to a point on the centerline of aforesaid Kenneth Road, thence generally Westerly along the centerline of said Kenneth Road, the following courses and distances; thence North 50 degrees 37 minutes 14 seconds West, 42.54 feet; thence Northwesterly and Westerly along a curve to the left, tangent to the last described course, having a radius of 200.00 feet and a central angle of 39 degrees 40 minutes 00 seconds, an arc length of 138.46 feet; thence South 89 degrees 42 minutes 46 seconds West, tangent to the last described curve, a distance of 248.16 feet; thence North 00 degrees 17 minutes 14 seconds West, perpendicular to the last described course and departing from the centerline of said Kenneth Road, a distance of 20.00 feet to a point on the North right-of-way line of said Kenneth Road and the Point of Beginning of the tract of land to be herein described; thence North 78 degrees 44 minutes 01 second West, departing from the North right-of-way line of said Kenneth Road, a distance of 726.54 feet to a point on the North right-of-way line of said Kenneth Road; thence generally Westerly along the North right-of-way line of said Kenneth Road, the following courses and distances; thence North 56 degrees 08 minutes 48 seconds West, 16.82 feet; thence Northwesterly, Westerly and Southwesterly along a curve to the left, tangent to the last described course, having a radius of 45.00 feet and a central angle of 47 degrees 31 minutes 01 second, an arc length of 37.32 feet to a point on the West line of the North Half of said Fractional Section 31, being also a point on the border between the States of Missouri and Kansas; thence North 00 degrees 08 minutes 10 seconds East, departing from the North right-of-way line of said Kenneth Road, being now along the West line of the North Half of said Fractional Section 31, being also along the border between the States of Missouri and Kansas, a distance of 31.69 feet; thence South 90 degrees 00 minutes 00 seconds East, departing from the West line of the North Half of said Fractional Section 31 and the border between the States of Missouri and Kansas, a distance of 348.42 feet; thence North 25 degrees 43 minutes 05 seconds East, 297.49 feet; thence South 90 degrees 00 minutes 00 seconds East, 140.80 feet; thence South 24 degrees 19 minutes 15 seconds East, 501.58 feet to a point on the North right-of-way line of said Kenneth Road; thence South 89 degrees 42 minutes 46 seconds West along the North right-of-way line of said Kenneth Road, a distance of 62.75 feet to the Point of Beginning.

Containing 161,170 square feet or 3.700 acres, more or less.

Grantee shall cause the surface of lands lying within said temporary easement to be restored to substantially the same physical condition that existed at the time the Grantee or its agents entered upon it, and said temporary easement shall terminate three (3) years from the date this document is recorded by the Recorder of Deeds in the county in which the lands are located, or upon completion and acceptance of the improvements by the Director of Department of Public Works.

Grantor has passed Resolution No. _____, attached hereto and incorporated herein as Exhibit A, authorizing the conveyance of the rights herein conveyed.

WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) have / has executed this agreement on the said day, month, and year first above written.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

JACKSON COUNTY

Frank White Jr., County Executive

ATTEST:

Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon, County Counselor

ATTEST:

Mary Jo Spino, County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

SEAL

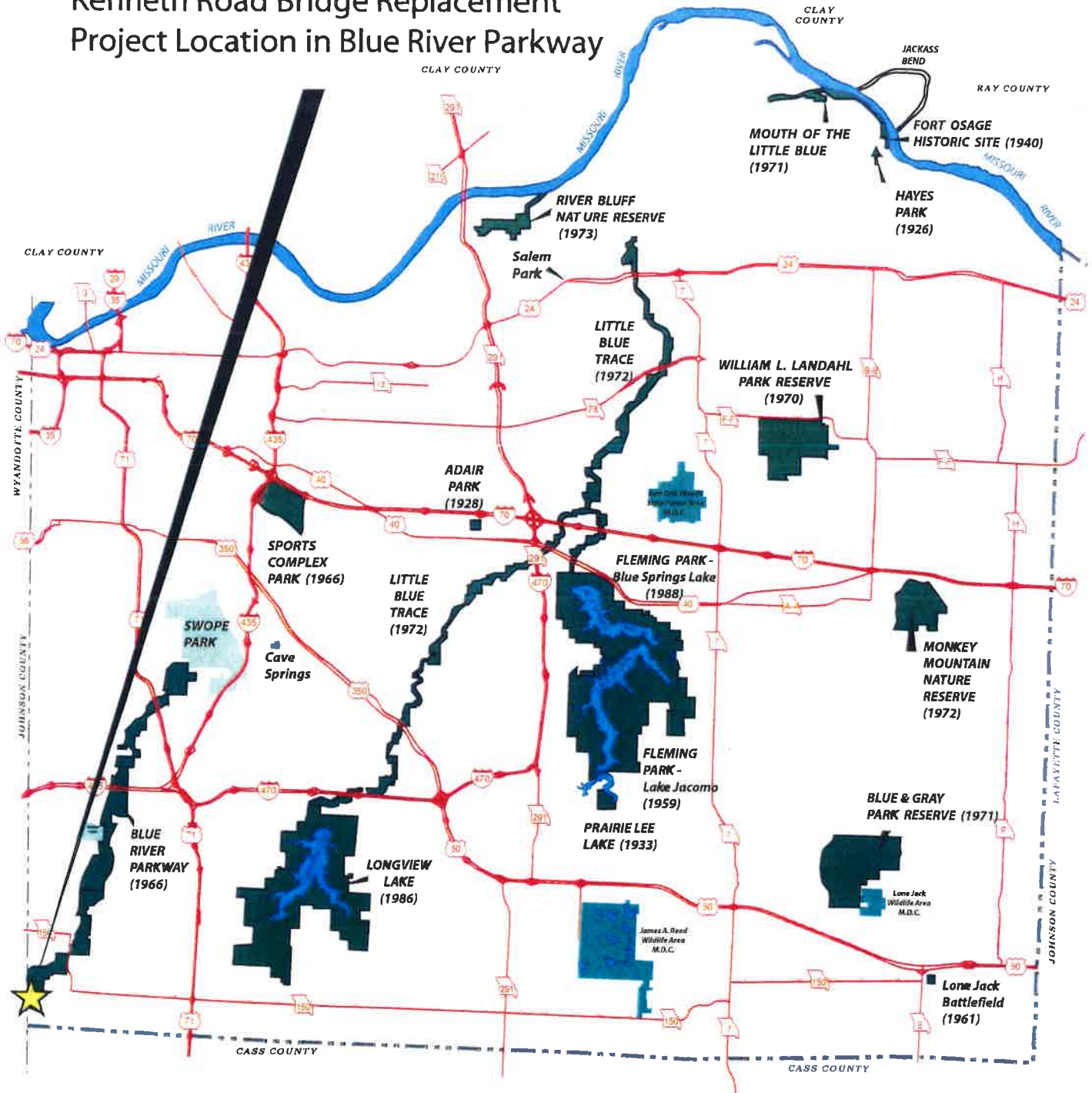
Notary Public

Printed Name of Notary

My Commission Expires:

Jackson County Park System

Kenneth Road Bridge Replacement Project Location in Blue River Parkway



Jackson County, Missouri

PROJECT # 89005566
PARCEL ID # JA 65-600-02-15-01-3-00-000
Tract #2
OWNERS NAME: Kansas City, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64131
MAILING ADDRESS: 414 East 12th Street
Kansas City, MO. 64106

GENERAL WARRANTY DEED

THIS INDENTURE, made this July 31st, A.D., 2018, by and between **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri**, (Grantor), and the **Jackson County, Missouri, a political subdivision of the State of Missouri**, (Grantee), whose mailing address is 415 East 12th Street, Kansas City, Missouri, 64106.

WITNESSETH, that the said Grantor, in consideration of TEN, DOLLARS to be paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in connection with construction project #89005566, Kenneth Road Bridge, under, in, over and upon the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 33 WEST; THEN SOUTH $87^{\circ}52'35''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 1323.63 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN SOUTH $03^{\circ}14'33''$ WEST ALONG THE WEST LINE OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 659.14 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST $1/4$ OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN SOUTH $87^{\circ}51'14''$ EAST ALONG THE NORTH LINE OF THE SOUTHWEST $1/4$ OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 160.67 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED MISSOURI PACIFIC RAILWAY AS SHOWN IN MISSOURI PACIFIC RAILWAY COMPANY RIGHT-OF-WAY AND TRACK MAP NUMBER V9MO-5, DATED MAY 15, 1939 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILWAY COMPANY AS RECORDED IN BOOK 4759, PAGE 217, ALSO BEING THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $02^{\circ}52'08''$ AND A RADIUS OF 7211.44 FEET, THE RADIUS POINT BEARS NORTH $84^{\circ}40'28''$ EAST; THEN SOUTHEASTERLY ALONG THE ARC OF THAT CURVE AND ALONG THAT WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 361.78 FEET TO A POINT OF COMPOUND CURVE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $28^{\circ}53'29''$ AND A RADIUS OF 1195.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THAT CURVE, A DISTANCE OF 603.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTH EIGHT ACRES OF THE WEST 484 FEET OF THAT PART OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9 TOWNSHIP 47 NORTH, RANGE 33 WEST LYING WEST OF THE RIGHT-OF-WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY AND LYING EAST OF THE RIGHT-OF-WAY CONVEYED TO THE MISSOURI PACIFIC RAILWAY COMPANY BY WARRANTY DEED RECORDED IN BOOK 4759, PAGE 217, THE POINT OF BEGINNING; THEN CONTINUING ALONG THE ARC OF THAT CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ}18'31''$ FOR A DISTANCE OF 27.31 FEET TO THE POINT OF TANGENT; THEN SOUTH $38^{\circ}24'00''$ EAST, A DISTANCE OF 123.50 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $23^{\circ}09'17''$ AND A RADIUS OF 854.63 FEET; THEN SOUTHERLY ALONG THE ARC OF THAT CURVE A DISTANCE OF 345.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN NORTH $87^{\circ}52'35''$ WEST ALONG THAT SOUTH LINE, A DISTANCE OF 271.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTH EIGHT ACRES OF THE WEST 484 FEET OF THAT PART OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9 TOWNSHIP 47 NORTH RANGE 33 WEST LYING WEST OF THE RIGHT-OF-WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY AND LYING EAST OF THE RIGHT-

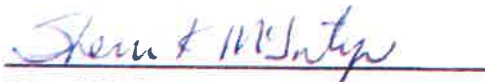
OF-WAY CONVEYED TO THE MISSOURI PACIFIC RAILWAY COMPANY BY WARRANTY DEED RECORDED IN BOOK 4759, PAGE 217; THEN NORTH 03°14'33" EAST ALONG THAT EAST LINE, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever; Grantor hereby covenanting that he/she/they/it is/are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that Grantor has good right to convey the same; that Grantor entered into an Interlocal Cooperative Agreement - Kenneth Road Bridge Improvements agreement with Jackson County, Missouri, the City of Overland Park, Kansas and Loch Lloyd Country Club, attached hereto and incorporated herein as Exhibit A, in which the City agreed to convey certain property interests if necessary for completion of the project; that Grantor passed Ordinance No. 140737, attached hereto and incorporated herein as Exhibit B, authorizing the cooperative agreement; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom he/she/they/it claim(s) except for the lien of general or special taxes not now due and payable; and that Grantor will warrant and defend the title to said premises unto said Grantee and it's successors and assigns, forever, against the lawful claims and demands of all entities whomsoever.

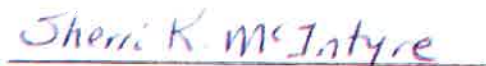
WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

CITY OF KANSAS CITY, MISSOURI



Sherri McIntyre
Director of Public Works / Assistant City Manager


Printed Name

CITY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 31st day of July, 2018, before me, a Notary Public,
personally appeared Sherri McIntyre, to me personally known, who, being by me duly
sworn, did say that she is the Director of Public Works, Assistant City Manager of the
City of Kansas City, Missouri, and that she executed the above and foregoing instrument
on behalf of said Kansas City, Missouri, and acknowledged the execution of same as the
free and voluntary act and deed of Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

SEAL



John L. Strauss
Notary Public
John L. Strauss
Printed Name of Notary

My Commission Expires:

1-24-2020



June 25, 2018

Mr. Bruce Wilke
Jackson County Parks and Rec.
22807 Woods Chapel Road
Blue Springs, MO 64015

RE: Land and Water Conservation Fund Grant
Conversion Successful Completion
#29-00917, Blue River Parkway Development Number 1

Dear Mr. Wilke:

This letter is to serve as your formal acknowledgement that Jackson County Parks and Rec. has successfully completed the conversion process for Blue River Parkway Development Number 1. Please be advised that the replacement property is now protected under Section 6(f)(3) of the Land and Water Conservation Fund (LWCF) Act in perpetuity. Enclosed you will find copies of the grant amendment and categorical exclusion for your records. If you have any questions on how to properly administer this park as it pertains to LWCF, please visit <https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants> for access to the most updated administrative guide.

Should you have additional questions please contact me by email rebecca.rost@dnr.mo.gov or by phone at (573) 751-0848.

Sincerely,
MISSOURI STATE PARKS

Rebecca Rost
Section Chief, Grants Management Section

Enclosures



29-00917(MWR-LCPP/G)

United States Department of the Interior

National Park Service
Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226

JUN 12 2018

Mr. Ben Ellis, Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176

Dear Mr. Ellis:

This is to inform you of the approval for Amendment No. 5 to Land and Water Conservation Fund (LWCF) project 29-00917, Blue River Parkway Development Number 1. This amendment converts 0.817-acre of park property at Kenneth Road Recreation Facility, which is located within Blue River Parkway to non-recreational use; and replaces it with 1.563 acres of new park land which is contiguous to Blue River Parkway.

Enclosed are your copies of the executed amendment and the environmental certification. Please give me a call if you have any questions at 402-661-1544.

Sincerely,

Jane G. Beu
Program Officer

Enclosures 2



AMENDMENT TO PROJECT AGREEMENT
Land and Water Conservation Fund



State: Missouri

Project Amendment No. 5

THIS AMENDMENT to Project Agreement No. 29-00917 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Missouri pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

To approve converting +/- 0.817 acres located in the southernmost end of the 6(f)(3) boundary of Blue River Parkway and replacing with two parcels consisting of +/- 1.563 acres located at 38°54'46.2"N 84°34'21.0"W, in Jackson County, MO.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By

[Signature]
(Signature)

Chief, Recreation Grants Division

(Title)

National Park Service
United States Department of the Interior

Date

6/12/18

STATE

By

Missouri
(State)

[Signature]
(Signature)

Ben Ellis
(Name)

Division of State Parks Director/State Liaison Officer
(Title)



National Park Service
U.S. Department of the Interior

State and Local
Assistance Programs
Midwest Region

Jane G. Beu
Project Officer
601 Riverfront Drive
Omaha, NE 68102

29-00917, Blue River Parkway Development Number 1
Project Number and Name

Jackson, Kansas City, Missouri
City, County, State

Proposed Federal Action:

Approval of a Land and Water Conservation Fund project amendment to delete 0.817 acre located in the southern most end of the 6(f)(3) boundary of Blue River Parkway and replace with two parcels consisting of +/- 1.563 acres that are contiguous to Blue River Parkway in Jackson County, Missouri.

Categorical Exclusion

On the basis of the environmental impact information in the statutory compliance file, including the public and agency involvement documented on the PDESf, with which I am familiar, I am categorically excluding the described project from further NEPA analysis under 516 DM 12, Item C(2) which states: "Land exchanges which will not lead to significant changes in the use of the land." No exceptional circumstances (i.e., all boxes in the ESF are marked "no") or conditions in section 3-6 apply, and the action is fully described in section 3-4 of DO-12.


Roger Knowlton
Chief, Recreation Grants Division


Date

REQUEST FOR LEGISLATIVE ACTION

AUG 07 2018

Completed by County Counselor's Office:

Res/Ord. No.: 19954

Sponsor(s): Alfred Jordan

Date: August 13, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: _____ Approval of 6(F) Conversion of Blue River Parkway property for use in the Kenneth Road Bridge Construction project by the City of Kansas City and acceptance of replacement property from the City. Approval of a Temporary Construction Easement for the project.</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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT</td></tr> <tr> <td></td><td>TO ACCT</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): NA Prior Year Actual Amount Spent (if applicable): NA</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$0												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$0												
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): 18600; 9/2/2014</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect; 816-503-4802</p>												
REQUEST SUMMARY	<p>We are requesting approval for the County Executive to execute a warranty deed transferring ownership of 0.817 acres of Blue River Parkway property to the City of Kansas City at the Kenneth Road Bridge over the Blue River. This parcel is to be used as Right Of Way for the new Kenneth Road bridge replacement. In exchange, Kansas City is deeding to Jackson County, 1.563 acres of City property adjacent to the park as replacement property. Documentation for this 6(f)3 property transaction was provided by the City and submitted to the Missouri Dept. Of Natural Resources and U.S. Dept. Of Interior for review. This transfer has been approved by both agencies. We request the County accept the deed for replacement property authorized by this conversion. Additionally, we are requesting approval for the County Executive to execute a Temporary Construction Easement of 3.7 acres of Blue River Parkway property along the north edge of Kenneth Road in conjunction with construction of the bridge.</p>												
CLEARANCE													

	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Conversion Approval Letters; Warranty Deed; Project Amendment #5; Temporary Construction Easement; Location map; Replacement Parcel Warranty Deed from Kansas City	
REVIEW	Department Director: <i>Michelle Newme</i>	Date: <i>8-2-18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>8/7/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8/7/18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$1,730,744.00 within the 2018 General Fund, \$37,393.00 within the 2018 Health Fund, and \$141,991.00 within the 2018 Anti-Drug Sales Tax Fund, to cover budget shortfalls for overtime within the Department of Corrections.

RESOLUTION NO. 19955, August 13, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has experienced a budget shortfall in its accounts for overtime salaries; and,

WHEREAS, a transfer is necessary to cover these costs; and,

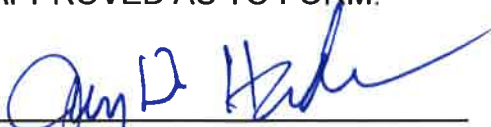
WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2018 General Fund, Health Fund, and Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	55010-Regular Salaries	\$1,730,744	
001-2701	55030-Overtime Salaries		\$1,701,513
001-2701	55060-Insurance Benefits		\$ 29,231
Health Fund			
Corrections			
002-2701	55010- Regular Salaries	\$ 37,393	
002-2701	55030- Overtime Salaries		\$ 37,393
Anti-Drug Sales Tax Fund			
Corrections			
008-2701	55010- Regular Salaries	\$141,991	
008-2701	55030- Overtime Salaries		\$134,682
008-2701	55060- Insurance Benefits		\$ 7,309

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. 19955 of August 13, 2018, as duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 2701 55010

ACCOUNT TITLE: General Fund
Corrections
Regular Salaries

NOT TO EXCEED: \$1,730,744.00

ACCOUNT NUMBER: 002 2701 55010

ACCOUNT TITLE: Health Fund
Corrections
Regular Salaries

NOT TO EXCEED: \$37,393.00

ACCOUNT NUMBER: 008 2701 55010

ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Corrections
Regular Salaries

NOT TO EXCEED: \$141,991.00

8/9/18
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19955

Sponsor(s): Alfred Jordan

Date: August 13, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transfer Within the 2018 Corrections Awarded Budget of Actual and Projected Savings in the Regular Salary Accounts to: 1) Overtime Accounts in the 001 (General Fund); 002 (Health Fund); and 008 (Anti Drug Sales Tax Fund) and 2) Insurance Accounts in the 001 and 008 Funds.</p>																												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$1,910,128</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>\$1,910,128</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:</td><td>FROM ACCT:</td></tr> <tr> <td>001-2701-55010 Regular Salaries</td><td>\$1,730,744</td></tr> <tr> <td>002-2701-55010 Regular Salaries</td><td>\$ 37,393</td></tr> <tr> <td>008-2701-55010 Regular Salaries</td><td>\$ 141,991</td></tr> <tr> <td>TO:</td><td>TO ACCT:</td></tr> <tr> <td>001-2701-55030 Overtime Salaries</td><td>\$1,701,513</td></tr> <tr> <td>001-2701-55060 Insurance Benefits</td><td>\$ 29,231</td></tr> <tr> <td>002-2701-55030 Overtime Salaries</td><td>\$ 37,393</td></tr> <tr> <td>008-2701-55030 Overtime Salaries</td><td>\$ 134,682</td></tr> <tr> <td>008-2701-55060 Insurance Benefits</td><td>\$ 7,309</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$1,910,128	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$1,910,128	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM:	FROM ACCT:	001-2701-55010 Regular Salaries	\$1,730,744	002-2701-55010 Regular Salaries	\$ 37,393	008-2701-55010 Regular Salaries	\$ 141,991	TO:	TO ACCT:	001-2701-55030 Overtime Salaries	\$1,701,513	001-2701-55060 Insurance Benefits	\$ 29,231	002-2701-55030 Overtime Salaries	\$ 37,393	008-2701-55030 Overtime Salaries	\$ 134,682	008-2701-55060 Insurance Benefits	\$ 7,309
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PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>Ordinance 5052 Annual Budget awarded 12/28/17</u></p> <p>Prior resolutions and (date):</p>																												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): L.J. Scott, Asst Dir Admin 881-4232</p>																												
REQUEST SUMMARY	<p>This RLA requests the transfer of actual and projected savings from the Regular Salary accounts to the Overtime and Insurance Benefits Accounts within the Corrections 2018 budget. Transfers are from Corrections Regular Salary account funds in 001, 002 and 008 to Corrections Overtime Salary account funds in 001, 002 and 008, and Corrections Insurance Benefits in 001 and 008. Salary savings through Pay Period 15 and projected savings through the end of the year are utilized.</p>																												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>																												

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Deann A. Turner</i>	Date: <i>8-2-2018</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>8/8/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8/8/18</i>
	County Counselor's Office: <i>[Signature]</i>	Date:

Juan Peter Baker

8/8/18

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


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

Account Number:	Account Title:	Amount Not to Exceed:

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

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

RES # 19955

 3/2/18
Budget Officer