**AN ORDINANCE** appropriating \$3,500.00 from the undesignated fund balance of the 2019 Park Fund in acceptance of donations from Donald Heim and Anne DuPont to the Parks + Rec Department, to be used for two new commemorative park benches and concrete pads at the Blue River Parkway.

**ORDINANCE NO. 5261, September 16, 2019** 

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, Donald Heim and Anne Dupont have donated funds in the amount of \$3,500.00 to be used for two new commemorative park benches and concrete pads at the Blue River Parkway 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; now therefore,

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

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<b>FROM</b>	<u>TO</u>
Park Fund 003-9999	47960 – Misc. Donations	\$3,500	
003-2810 003-2810	Undesignated Fund Balance Undesignated Fund Balance	\$3,500	\$3,500
Park Operations 003-1608 003-1608	58060- Other Improvements 58170- Other Equipment		\$1,000 \$2,500

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

APPROVED AS TO FOR	M:	
SHIPL County Cou	nselor	Byan O. Courselor County Counselor
		inance, Ordinance No. 5261, introduced or , 2019 by thereon were as follows:
Yeas		Nays
Abstaining		Absent
Γhis Ordinance is hereby	transmitted to the	County Executive for his signature.
Date hereby approve the attac	—	Mary Jo Spino, Clerk of Legislature
nereby approve the attac		
Date		Frank White, Jr., County Executive
Funds sufficient for this ap	opropriation are av	ailable from the source indicated below.
ACCOUNT NUMBER: ACCOUNT TITLE: NOT TO EXCEED:	003 2810 Park Fund Undesignated Fu \$3,500.00	and Balance
9/12/19		1. S. S. S. S.
Date		Chief Administrative Officer

# **EXECUTIVE OFFICE** REQUEST FOR LEGISLATIVE ACTION SEP 0 6 2019

Completed by County Counselor's Office:
Rses/Ord No.: 5261
Sponsor(s): Tony Miller

Date:

September 16, 2019

SUBJECT	Action Requested ☐ Resolution ☑ Ordinance  Project/Title: Acknowledge and Appropriate Donations for Jackson County Park Impro	vements
BUDGET INFORMATION To be completed	Amount authorized by this legislation this fiscal year:  Amount previously authorized this fiscal year:	\$3,500 0
By Requesting	Total amount authorized after this legislative action:	\$3,500
Department and	Amount budgeted for this item * (including transfers):	0
Finance	Source of funding (name of fund) and account code number:	0
	FROM ACCT Park Fund 003-9999-47960	\$3,500
	TO ACCT	¢1,000
	Park Enterprise Fund 300-1608-58060  -AND-	\$1,000
	Park Enterprise Fund 300-1608-58170	\$2,500
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:	
	No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value a Department: Estimated Use:	nd use of contract:
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):	
CONTACT		
INFORMATION	RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Park Operatio	ns 503-4803
REQUEST SUMMARY	Requesting authorization to accept and appropriate donations of \$1,000 and \$2,500 to Ja Rec from Donald Heim and Anne DuPont for new commemorative park benchs and con River Parkway, Alex George Wetland (Heim) and Lake Jacomo (DuPont).	ckson County Parks +
CLEARANCE	<ul> <li>☐ Tax Clearance Completed (Purchasing &amp; Department) N/A</li> <li>☐ Business License Verified (Purchasing &amp; Department)</li> <li>☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</li> </ul>	iice)
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals	
ATTACHMENTS	Copy of donation checks	

REVIEW	Department Director:	Date:
102 (12 ()		~
	Muchelo Town	9-5-19
	Finance (Budget Approval):	Date:
	If applicable Kings	9/6/9
	Division Manager	Date:
	Mullo Mat	7-6-19
	County Counselor's Office	Date: / /
	Duan Count	5/10/19

This expenditure was included  Funds for this were encumbered		Fund in
is chargeable and there is a casl		propriation to which the expenditure in the treasury to the credit of the fund from which herein authorized.
Funds sufficient for this expend	liture will be/were appropriated by	Ordinance #
Funds sufficient for this approp	riation are available from the source	ce indicated below.
Account Number:	Account Title:	Amount Not to Exceed:
003-9999-47960	Donations	\$3,500

# Supplemental Appropriation Request Jackson County, Missouri

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

Date:	September 6, 2019			Ord :	# <u>5261</u>	
Depart	tment / Division	Character/Description	From		То	
003	Park Fund					
9999	5	47960 Misc. Donations	\$	3,500	\$	
2810	Undesignated Fund Balance					3,500
2810	Undesignated Fund Balance	-: - <u>-</u>		3,500		
1608	Construction Services	58060 Other Improvements				1,000
1608	Construction Services	58170 Other Equipment		<u>;</u>	-	2,500
			<del></del>			
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,			3 %			
		: ======				
		-				
			œ	3 E00	¢	2 500
	a .		\$	3,500	\$	3,500

Budget Officer

ANNE LLOYD DUPONT

12100 E 67TH ST.
KANSAS CITY, MO 64133-6907

PAY TO THE Jacks on County Parks + Reps 2500

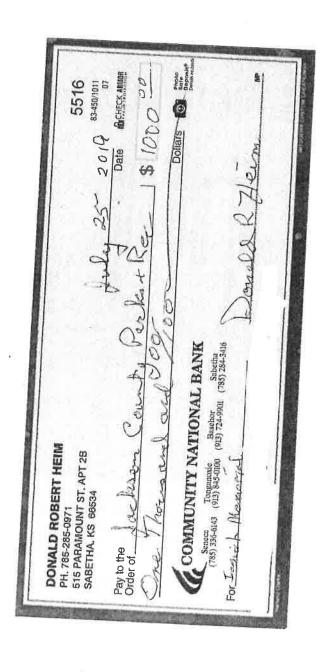
Threaty five hundred To Dollars

Ween Ron-hearth audied July Dellar MP

Memo Ron-hearth audied Dellar MP

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Donations 003-9999-47960



**AN ORDINANCE** appropriating \$6,485.00 from the undesignated fund balance of the 2019 Anti-Crime Sales Tax Fund and authorizing the County Executive to execute Amendment No. 1 to the lease with K.C. Partners Oak Tower Limited Partnership of Kansas City, Missouri, for a seven-year lease of office space for the Public Defender's Office, at a cost to the County not to exceed \$111,837.75 in 2019.

ORDINANCE NO. 5262, September 16, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Public Defender's Office currently leases space in the Oak Tower building in downtown Kansas City; and,

WHEREAS, that lease with K.C. Partners Oak Tower Limited Partnership expired July 30, 2019; and,

WHEREAS, the Director of Finance and Purchasing has solicited written bids on Request for Proposals No. 18-19 for the furnishing of downtown office space for the Public Defender's Office; and,

WHEREAS, a total of sixty-five notifications were distributed and one response was received, as follows:

**BIDDER** 

LOCATION

CBRE agent for K.C. Partners Oak Tower Limited Partnership Kansas City (Jackson County), MO Oak Tower 324 E. 11<sup>th</sup> St.

and,

WHEREAS, under the proposal, the cost of the lease for the remainder of 2019 will be \$111,837.75, with a total cost to be paid in future years, if all extensions are exercised, of \$1,944,703.00; and,

WHEREAS, pursuant to section 1054.6 of the <u>Jackson County Code</u>, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of office space for the Public Defender to the current provider, K.C. Partners Oak Tower Limited Partnership of Kansas City, MO, as the lowest and best bidder; and,

WHEREAS, an appropriation and transfer are necessary to place a portion of the needed funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Anti-Crime Sales Tax Fund be and hereby are made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund 008-2810	Undesignated Fund Balance	\$6,485	
Construction Services 008-3003	56790- Other Contractual Svc.		\$6,485

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri,

that the County Executive be and hereby is authorized to execute Amendment No. 1 to the existing lease, incorporating the terms set forth in this Resolution, with K.C. Partners Oak Tower Limited Partnership of Kansas City, Missouri; and,

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

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 Ordin September 16, 2019, was duly passed on Jackson County Legislature. The votes therec	nance, Ordinance No. 5262 introduced on 2019 by the on were as follows:
Yeas	Nays
Abstaining	Absent
Γhis Ordinance is hereby transmitted to the Co	ounty Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
hereby approve the attached Ordinance No.	5262.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:

2810 003

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund Undesignated Fund Balance

NOT TO EXCEED:

\$6,485.00

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

ACCOUNT NUMBER:

800 3003 56790

ACCOUNT TITLE:

Public Defender Rent Fund

**Other Contractual Services** 

NOT TO EXCEED:

\$111,837.75

Chief Administrative Officer

# **Fiscal Note:**

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

	PO	C# 					
Date:	September 12, 2019				RES#	_5262	2
Depart	ment / Division	Chara	cter/Description	From			
008	Anti-Crime Sales Tax Fund	_					
2810	Undesignated Fund Balance			\$	6,485	\$	X.€
3003	Public Defender Rent	56790	Other Contractual Service	ces	: <b>*</b> ()		6,485
-		_					
			iscal Note:	<del></del>			
	This exper	nditure wa	s included in the Annu	al Budget			
	PC	C#					
Departr	ment / Division	Charac	cter/Description			Not	to Exceed
008	Anti-Crime Sales Tax Fund	_					
3003	Public Defender Rent	56790	Other Contractual Service	ces	ĝ	\$	111,838
		<del></del>			ā		
		-			9	-	
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	/				-		
Budget	Officer Officer	_=					
3003	Public Defender Rent	_	·	ces			

# REQUEST FOR LEGISLATIVE ACTION

# Version 6/10/19

Completed by County Counselor's Office: Pses/Ord No.: 5262

Sponsor(s): Date:

Dan Tarwater III September 16, 2019

SUBJECT	Action Requested				
	Resolution				
	☑ Ordinance				
	Project/Title: Appropriating \$6,48	from the Undesignated Fund	Balance of the	Anti-Crime F	und and
	authorizing the County Executive to	execute Amendment #1 for t	the Lease of Off	ice Space for	the Public
	Defender with K.C. Partners Oakto	wer Limited Partnership of Ka	ansas City, MO	under the tern	ns and condition
	of Request for Proposal 18-19 at a	cost of \$111,838 for the remai	nder of 2019. T	he term of the	e extension is fo
	Seven Years.				
BUDGET					
NFORMATION	Amount authorized by this legisla				\$111,838
To be completed	Amount previously authorized thi				\$119,339
By Requesting Department and	Total amount authorized after this				\$231,177
лераттет апа Гіпапсе	Amount budgeted for this item *				\$231,177
mance	Source of funding (name of fund)	and account code number:			
	Transfer From: 008-9999-32810				06.407
	Anti-Crime Fund – Not Specific –	Understand Freed Delever			\$6,485
	Anti-Crime rund – Not Specific –	Ondesignated Fund Balance			
	Transfer To:				
	008-3003-56790				\$6,485
	Anti-Crime Fund – Public Defend	er Rent - Other Contractual S	ervices		\$0,465
	* If account includes additional funds for other	ner expenses, total budgeted in the acc	count is: \$		
	OTHER FINANCIAL INFORMAT	TION:			
	_				
	No budget impact (no fiscal no				
	Term and Supply Contract (fun			value and use	of contract:
	Department:	Estimated Use			
	Dries Vees Dydget (if applicable)				
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (i	Familianhlate			
PRIOR	Prior ordinances and (date):	аррисаоте):			
LEGISLATION	Prior resolutions and (date): 17919	(June 11, 2012)			
CONTACT	RLA drafted by (name, title, & pho		or 816-881-346	5	
NFORMATION	restricted by (name, title, as pho	ne). Ratie Bartie, Semoi Buye	1, 010-001-340.	J	
REQUEST	The existing lease for Office Space	for the Public Defender's Off	ice expired on I	uly 30, 2019	A new lease is
UMMARY	needed, and Request for Proposal 1				7 Hew lease is
			1		
	A total of sixty-five notifications w	ere distributed, and one respon	nse was received	d. The one res	sponse received
	was from CBRE of Kansas City, M	issouri. CBRE is the leasing a	agent for K.C. P	artners Oakto	wer Limited
	Partnership, and submitted a propos	sal for the extension of the cur	rently leased spa	ace at 324 Eas	st 11th Street,
	Kansas City, MO 64106. The resp	onse from CBRE was evaluate	ed as follows:		
		Onelifications	T 4 !	I D · ·	TD 4 1 G
		Qualifications, Experience, and	Location	Pricing	Total Score
		Experience, and			
	NO Respondent	References	30 Points	50 Points	100 Points
	NO Respondent  1.0 CBRE of Kansas City MC	References 20 Points	30 Points	50 Points	100 Points
	1.0 CBRE of Kansas City, MC	References 20 Points  8.3	30	43.3	100 Points 81.6
		References 20 Points  8.3	30	43.3	
	1.0 CBRE of Kansas City, MCRate increases are to take effect as	References 20 Points  8.3  Collows, and are subject to annual	30 ual appropriatio	43.3	81.6
	1.0 CBRE of Kansas City, MC	References 20 Points  0 8.3  Collows, and are subject to ann 2020 = \$14.76	ual appropriation / RSF \$22,	43.3	81.6 h

	August 1, 2023	– July 31, 2023 – July 31, 2024	= \$16.	13 / RSF 61 / RSF	\$24,443.67 \$25,171.07	/ month	
	August 1, 2024 August 1, 2025	– July 31, 2025 – July 31, 2026		11 / RSF 62 / RSF	\$25,928.78 \$26,701.64		
		amount of \$6,485 is needed ure years, if all extensions				8-3003-5679	0. The tota
	Three Month extension	4.6 of the Jackson County of the Lease of Office Spackansas City, MO under the	e for the Pu	iblic Defender	with K.C.	Partners Oak	ktower
		om the Undesignated Fund					
CLEARANCE	☐ Tax Clearance Com☐ Business License Vo	pleted (Purchasing & Depa erified (Purchasing & Depa ce - Affirmative Action/Pr	rtment)	age (County A	auditor's Of	fice)	
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals	o Goals Assigned					
ATTACHMENTS	Proposed Amendment to from the Evaluation Cor	the Oaktower Lease, Recommittee	ommendatio	on Memo from	n Jaime Ma	sters, Scorin	g Sheets
REVIEW	Department Director:					Date:	
	Finance (Budget Approv	val):				Date: //12/1	9 -
	Division Manager:	Clean Peter	w Bake	רע		Date: 9	10/19
	County Counselor's Off	ice. Buran Cui	e			Date: 9/	12/19
Fiscal Informatio	n (to be verified by Bu	adget Office in Finance	Departm	nent)			
☐ This expend	liture was included in the a	nnual budget.					
☐ Funds for th	is were encumbered from	the	F	und in			
is chargeabl	e and there is a cash balane	bered to the credit of the ap ce otherwise unencumbered to provide for the obligation	d in the trea	sury to the cre	expenditure edit of the fi	e und from wh	ich
Funds suffic	ient for this expenditure w	rill be/were appropriated by	Ordinance	: #			
Funds suffic	ient for this appropriation	are available from the sour	ce indicated	d below.			
Account	Number:	Account Title:		Amount Not			
28	710	Understanded Fund Ba	Ance	\$ 648	5		
		d does not obligate Jackson cessity, be determined as e				The availal	bility of
	ive action does not impact					proval.	



# **JAIME MASTERS**

(816) 881-3333 Fax: (816) 881-3133

## **CHIEF OF HEALTH SERVICES**

Jackson County Courthouse 415 East 12th Street, Second Floor Kansas City, Missouri 64106 jacksongov.org

August 19, 2019

To: Katie Bartle

Senior Buyer

From: Jaime Masters

Chief of Health Services/Acting COO

Re: RFP 18-19

The review committee has completed its evaluation of the one proposal received in response to RFP No. 18-19, for the furnishing of Leased Office Space for use by the Office of the Public Defender. CBRE is being recommended due to location, pricing and the office is currently occupying the space. The funds will come from 008-3003-56790, Anti-Crime Sales Tax with an additional \$18,500 transfer needed from 2810 Undesignated Fund Balance to cover the below cost for 2019.

1. **Minimum Rent:** Effective August 1, 2019, the Base Rent for the remaining term of the Lease shall be payable monthly in advance in the amounts set forth below. Monthly Base Rent for the term shall be:

August 1, 2019 – July 31, 2020	=	\$14.76 / RSF	\$22,367.55 / month
August 1, 2020 – July 31, 2021	=	\$15.20 / RSF	\$23,034.33 / month
August 1, 2021 – July 31, 2022	=	\$15.66 / RSF	\$23,731.43 / month
August 1, 2022 – July 31, 2023	=	\$16.13 / RSF	\$24,443.67 / month
August 1, 2023 – July 31, 2024	=	\$16.61 / RSF	\$25,171.07 / month
August 1, 2024 – July 31, 2025	=	\$17.11 / RSF	\$25,928.78 / month
August 1, 2025 – July 31, 2026	=	\$17.62 / RSF	\$26,701,64 / month

Thank you for your assistance. If additional information is required, please do not hesitate to contact me.



# 5

RFP NAME: Leased Office Space for the Public Defender

**REQUEST FOR PROPOSAL 18-19** 

DEPARTMENT NAME: Administration/Office of the Public Defender

and Location Pricing Total	30 40			
Experience, and References	0/			
a process	CBRE of Kansas City, MO		ÿ	
2			COMMENTS:	

Assign score according to point value (1 is lowest) for each criterion for each vendor.

Instructions:



July 17, 2019

# **REQUEST FOR PROPOSAL 18-19**

RFP NAME: Leased Office Space for the Public Defender

DEPARTMENT NAME: Administration/Office of the Public Defender

Total	Score				
Pricing	50 Points	40			
Location	30 Points	30			
Qualifications, Experience, and References	20 Points	5			
	Respondent	CBRE of Kansas City, MO			
	S S	1			

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



# RITHIS form

# REQUEST FOR PROPOSAL 18-19

RFP NAME: Leased Office Space for the Public Defender

DEPARTMENT NAME: Administration/Office of the Public Defender

		Oualifications.			
		Experience, and References	Location	Pricing	Total
N <sub>o</sub>	Respondent	20 Points	30 Points	50 Points	Score
1	CBRE of Kansas City, MO	0	30	වෙය	
CONANAENTC.	· OL				
COMMEN	<u>:</u>				
Instructions:					
Assign scor	Assign score according to point value (1 is low	is lowest) for each criterion for each vendor.	n for each vendo	ت	

### **AMENDMENT #1**

THIS LEASE AMENDMENT #1 is entered into and made as of the \_\_\_day of August, 2019, by and between K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP ("Landlord") and JACKSON COUNTY, MISSOURI ("Tenant") for the benefit and use of PUBLIC DEFENDERS OFFICE.

### WITNESSETH:

WHEREAS, Landlord and Tenant have theretofore entered into an Original Lease dated June 7, 2012 (the "Lease") of Landlord's building commonly known as Oak Tower, 324 East 11th Street, Kansas City, Missouri 64106 (the "Premises"), upon terms and conditions described in said Lease; and

WHEREAS, Landlord and Tenant desire to amend said Lease as described below;

NOW, THEREFORE, in consideration of the mutual rents promised in this Lease Amendment #1 and other good and valuable consideration, the receipt and adequacy of which is acknowledged by both parties, effective August 1, 2019 ("Effective Date"), it is mutually agreed by and between the parties as follows:

- 1. **Premises:** Effective August 1, 2019, the Premises shall consist of 18,185 rentable square feet on the 19<sup>th</sup> and 20<sup>th</sup> full floors.
- 2. **Minimum Rent:** Effective August 1, 2019, the Base Rent for the remaining term of the Lease shall be payable monthly in advance in the amounts set forth below. Monthly Base Rent for the term shall be:

```
August 1, 2019 – July 31, 2020
                                                       $14.76 / RSF
                                                                          $22.367.55 / month
August 1, 2020 - July 31, 2021
                                                       $15.20 / RSF
                                                                          $23,034.33 / month
August 1, 2021 – July 31, 2022
                                                 =
                                                       $15.66 / RSF
                                                                          $23,731.43 / month
August 1, 2022 – July 31, 2023
August 1, 2023 – July 31, 2024
August 1, 2024 – July 31, 2025
                                                 =
                                                       $16.13 / RSF
                                                                          $24,443.67 / month
                                                       $16.61 / RSF
                                                                          $25,171.07 / month
                                                                          $25,928.78 / month
                                                       $17.11 / RSF
August 1, 2025 – July 31, 2026
                                                       $17.62 / RSF
                                                                          $26,701.64 / month
```

- 3. Expense Base Year: Original Lease language of "2012, with 95% Gross Up Provision", shall be replaced with "2018, with 95% Gross Up Provision".
- 4. **Base Rent Adjustment: Expenses.** Section 2 of the Original Lease shall be deleted in its entirety, and replaced with the following:

### **BASE RENT ADJUSTMENT: TAXES AND EXPENSES**

- (a) For any calendar year during the Term, "Taxes" (as hereinafter defined), in excess of the amount paid for same in the Base Year (2018), shall increase the Base Rent for such calendar year by an amount equal to the Tenant's Percentage.
- (b) For any calendar year of the Term, "Expenses" (as hereinafter defined), in excess of the amount paid for same in the Base Year (2018), shall increase the Base Rent for such calendar year by an amount equal to the Tenant's Percentage.
- (c) The term "Taxes" shall mean all taxes and assessments, of every kind and nature, special or otherwise, levied upon or with respect to the Property, including without limitation general real property taxes imposed by federal, state, or local governments (excluding income, franchise, capital stock, federal and state estate and inheritance taxes, and taxes based on receipt of rentals) and any personal property taxes imposed upon fixtures, machinery, apparatus systems and appurtenances in, upon or used in connection with the Building for the operation thereof.

If at any time during the Term the method of taxation then prevailing shall be altered so that any tax, assessment, levy, imposition or charge or any part thereof, shall be imposed upon Landlord (or if Landlord is a Trustee, then upon beneficiaries of Landlord) in place, or partly in place, of any such taxes or increase therein, heretofore described in this Subsection (c), and shall be measured by or be based in whole or in part upon the Property or the rents or other income therefrom, then all such taxes, assessments, levies, impositions or charges or

part thereof, to the extent that they are so measured, or based, shall be included in taxes, to the extent that such items would be payable if the Property were the only property of Landlord (or the only property of the beneficiaries under the Trust, if Landlord is a Trustee) subject thereto and the rent and other income of Landlord (or the only income of the beneficiaries under the Trust, if Landlord is a Trustee).

- (d) "Expenses" means and include those expenses paid or incurred by the Landlord for maintaining, operating and repairing the Property, including without limitation, the costs of: electricity (excluding Landlord's costs for electricity which are reimbursed by Tenant or other tenants); steam; water; fuel; heating; lighting; air-conditioning; window cleaning; janitorial service; insurance, including but not limited to fire, extended coverage, liability. workmen's compensation, elevator, or any other insurance carried in good faith by the Landlord and applicable to the Property; uniforms; painting (excluding painting of tenant premises reimbursed directly by other tenants); management fees (excluding brokerage fees, initial construction costs for new space leased to other tenants, and extraordinary promotional expenses such as broker open houses); supplies; sundries; sales or use taxes on supplies or services; wages and salaries of all persons engaged in the operation, maintenance and repair of the Property, and so-called fringe benefits, including social security taxes. unemployment insurance taxes, providing coverage for disability benefits, costs of any pensions, hospitalization, welfare or retirement plans, or any other similar or like expenses incurred under the provisions of any collective bargaining agreement, or any other cost or expense which the Landlord pays or incurs to provide benefits for employees so engaged in the operation, maintenance and repair of the Property, the charges of any independent contractor who, under contract with the Landlord or its representatives, does any of the work of operating, maintaining or repairing of the Property, legal and accounting expenses, including, but not to be limited to, such expenses as relate to seeking or obtaining reductions in and refunds of Taxes; the costs of capital improvements to the Property, as reasonably amortized by Landlord, with interest on the unamortized amount at a rate equal to Landlord's then applicable borrowing rate as determined in good faith by Landlord, but only the extent such improvements are incurred either (i) to reduce any component cost included within Expenses, or (ii) to keep the Property in compliance with applicable governmental laws. ordinances, rules and regulations, whether or not such laws, ordinances, rules or regulations are valid and mandatory; any dues, assessments or other charges imposed on the Property for any reason, or any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles would be considered as an expense of maintaining, operating, or repairing the Property. If the Building is not fully rented during all or a portion of any year, Landlord shall make an appropriate adjustment of the Expenses for such year employing sound accounting and management principles, to determine the amount of Expenses that would have been paid or incurred by the Landlord had the Building been fully rented, and the amount so determined shall be deemed to have been the amount of Expenses for such year. If any expense, though paid in one year, relates to more than one calendar year, at the option of Landlord such expense may be proportionately allocated among such related calendar years.
- (e) Notwithstanding the foregoing, the Base Rental adjustments under subparagraphs (a) and (b) for any period in any calendar year during the term of this Lease which includes less than a full calendar year shall be determined on the basis of Taxes and Expenses during the entire calendar year and then prorated on a per diem basis in accordance with the number of days in such calendar year included within the Term. If this Lease commences during a year in which the Building was constructed, the actual Taxes and Expenses for such year shall be multiplied by a fraction, the denominator of which is 365, and the numerator of which is the number of days in such year the Building was occupied by any tenant.
- (f) As soon as practicable after the beginning of each calendar year, commencing with the calendar year following the year in which this Lease is dated, the Landlord will furnish to Tenant a statement for a year ("Annual Statement") showing the budgeted Taxes and Expenses for such year, the actual Taxes and Expenses for the immediately preceding year, if

the amounts are then known and if any estimate for the same was furnished to Tenant, and the resulting adjustments to the Base Rent for such year and for the immediately preceding year. It is the intention hereunder to estimate the amount of the Taxes and Expenses in and for each such year, and then adjust such estimate in the following year based upon the actual Taxes and Expenses incurred and/or paid for by Landlord. The obligation of the parties with respect to the payment of any increases or decreases in Base Rent shall survive the termination of the Lease.

- (g) The payment of any increase or the credit for any decrease in Rental pursuant to the provisions of this Section 2 shall be made as follows: On the first day for the payment of Rental under this Lease following the furnishing of the Landlord's Annual Statement (1) the Tenant, in the event of an increase, shall pay to the Landlord a sum equal to one-twelfth of the Tenant's share of such increase multiplied by the number of months then elapsed commencing with January 1st of the appropriate calendar year, (except as otherwise modified herein for fractional periods) and, in advance, one-twelfth of such share in respect to the then current month; and (2) thereafter, until the next Annual Statement shall be rendered, the monthly installments of Rental payable under this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth of the Tenant's share of such increase or decrease before the adjustment, if any, resulting from Landlord's Annual Statement showing the differences between the budgeted Taxes and Expenses and the actual Taxes and Expenses as provided in Subsection (f) above, and before adjustment, if any, for Tenant's payment of Rental prior to such period. Any payment, refund, or credit made pursuant to this Subsection (g) shall be made without prejudice to any right of the Tenant to dispute or of the Landlord to correct any item or items in such statement pursuant to Subsection (h) hereof. Any adjustment required pursuant to said Subsection (h) shall be made within twenty (20) days after the decision requiring such adjustment shall have been rendered by the certified public accountants concerned.
- (h) If the Tenant shall dispute in writing any specific item or items included by the Landlord in determining the expenses for maintaining and operating the Building or the additional expenses which would have been incurred had the Building been ninety-five percent (95%) occupied, and such dispute is not amicably settled between the Landlord and the Tenant within thirty (30) days after statements therefor have been rendered, either party may during the thirty (30) days refer such disputed item or items to Landlord's certified public accountants, or any successor firm, or other reputable independent certified public accountant selected by the Landlord, for decision and the decision of such accountant shall be final, conclusive and binding upon the Landlord and the Tenant. The expenses involved in such determination shall be borne by the party against whom a decision is rendered by said accountants provided that if more than one item is disputed and a decision shall be rendered against each party in respect to any item or number of items so disputed then the expenses shall be apportioned according to the number of items decided against each party. If the Tenant shall not so dispute any item or items of any such statement within thirty (30) days after such statement has been rendered the Tenant shall be deemed to have approved such statement. The Landlord shall have the right, for a period of twelve months after the rendering of any statements (or for a longer period, if reasonably required in order to ascertain the facts as to any change in Taxes or in any Expenses) to send corrected statements to the Tenant, and any rent adjustments required thereby shall be made within thirty (30) days thereafter.
- (i) The Landlord shall keep and make available to the Tenant's accountant for a period of sixty (60) days after statements are rendered as provided in this Section 2, records in reasonable detail of the general real property tax payments and the expenses for maintaining and operating the Building for the period covered by such statement or statements and shall permit the Tenant's accountant to examine and audit such of its records as may reasonably be required to verify such statements, at reasonable times during business hours.

- 5. Renewal Options: Section 31 of the Original Lease, Renewal Options, is hereby deleted in its entirety.
- 6. **Property Tax Adjustment:** Section 32 of the Original Lease, Property Tax Adjustment, is hereby deleted in its entirety.
- 7. Termination Option: Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, Tenant may elect to terminate this Lease at any time after the fifth full year of occupancy. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, and in the event that building Real Estate Taxes exceed \$3.50 / rentable square feet, Tenant may elect to terminate this Lease at any time. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

- 8. Landlord's Work: Landlord, at Landlord's expense, shall complete the following:
  - Repair or replace radiators as needed on 19th and 20th floors to good working condition.
  - Repair or replace drinking and hand faucet water lines, or install water filters if needed, to ensure quality water supply.
  - Replace stained or damaged ceiling tiles on 19th and 20th floors.
  - New paint (Sherwin Williams Pro-Mar 200 HP Zero VOC Interior Latex) in all
    corridors, reception area, and elevator lobbies on 19th and 20th floors. Touch up
    existing paint in all rooms, offices and restrooms where damaged, scuffed or soiled
    with washable egg-shell finish, color choice by Tenant.
  - New carpet tiles throughout Premises.
  - Install new chair rail in public waiting areas on 19th and 20th floors.
  - Landlord shall replace all light bulbs in building standard fixtures on an ongoing basis at no cost to Tenant.
  - Provide one (1) water line for the existing refrigerator with ice-maker.
- 9. **Tenant's Acknowledgement:** Tenant acknowledges that Landlord is in full compliance with and has performed all of its obligations under the Lease. The Tenant has no claim against Landlord which could result in an offset or deduction against amounts due Landlord under the Lease.

The Lease, as heretofore modified, except as modified by this Lease Amendment #1, is in all respects, revived, republished, ratified and confirmed, and the terms, provisions, and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment #1 by proper persons thereunto duly authorized so to do as of the day and year first hereinabove written.

TENANT:
JACKSON COUNTY, MISSOURI
BY:
NAME:
TITLE:
LANDLORD:
K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP
BY:
NAME:
TITI F.



# COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: JACKSON COUNTY, MISSOURI

BUYER/TENANT: K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: 324 East 11th St, Kansas City, MO 64106

DATE OF CONTRACT: July 17, 2019

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents, Licensees acting AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required).

Licensee Assisting Seller/Landlord is acting a	s: (Check a	policable)	
Seller's/Landlord's Agent	,	y	
Designated Seller's/Landlord's Agent	(Supervisin	g Broker acts as Transaction Broker).	
Transaction Broker	3		
Disclosed Dual Agent (Missouri ont)	r-Disclosed	Dual Agency Addendum is required)	
N/A-Seller(s) is not represented		<b>3</b> • <b>3</b> • • • • • • • • • • • • • • • • • • •	
Sub Agent			
Licensee Assisting Buyer/Tenant is acting as:	(Check and	oficablel	
Seller's/Landlord's Agent			
Buyer's/Tenant's Agent			
Designated Seller's/Landlord's Agent	(Supervisin	g Broker acts as Transaction Broker)	
Designated Buyer's/Tenant's Agent (	Supervising	Broker acts as Transaction Broker)	
Transaction Broker		,	
Disclosed Dual Agent (Missouri onth	r-Disclosed	Dual Agency Addendum is required	
M/A, Buyer(s) is not represented	,		
Sub Agent			
according to the terms of the Listing Agreems of the Buyer/Tenant Agency Agreems of the Buyer/Tenant Agency Agreems of the Buyer/Tenant Agency Agreems of the Beredit Report of the Becomes Part of a Legally Binding Signing. The Parties executing the	ent. Seller/La reement. Bu sement. F BEFORE G CONTRA IIS CONTRA AUTHO	andlord's Licensee, if any, will be paid from the Sonyer/Tenant's Agent will be paid from the Buyer's SIGNING. WHEN SIGNED BY ALL PARTIES, I CT. IF NOT UNDERSTOOD, CONSULT AN ATTACT REPRESENT AND WARRANT THAT THEY PRIZED TO DO SO. all estate in the state in which the Property is I	funds according to t THIS DOCUMENT FORNEY BEFORE FARE LEGALLY
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
7/17/	2019		
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it compiles in every respect with the law or that its use is appropriate for all situations. Local last, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2007. Last revised 05/04, All previous versions of this document may no longer be valid.

**AN ORDINANCE** setting the 2019 merchants' and manufacturers' inventory replacement tax levy.

ORDINANCE NO. 5263, September 16, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the Missouri Constitution, article X, section 6, and section 139.600, RSMo, provide for a tax levy to be charged against the assessed valuation of real property listed in subclass 3 (utility, industrial, commercial and railroad property) of class one property (real estate), to replace revenues lost from the exemption of merchants' and manufacturers' inventories; and,

WHEREAS, this replacement levy has been calculated in accordance with section 139.600, RSMo; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the 2019 replacement levy be set at the rate of \$1.437 per one hundred dollars of assessed valuation of real property in subclass 3 of class one property.

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 C September 16, 2019, was duly passed on the Jackson County Legislature. The vote	ordinance, Ordinance No. 5263 introduced on, 2019 by s thereon were as follows:
YeasN	ays
Abstaining A	bsent
This Ordinance is hereby transmitted to the	e County Executive for his signature.
Date  I hereby approve the attached Ordinance I	Mary Jo Spino, Clerk of Legislature
I hereby approve the attached Ordinance I	
Date	Frank White, Jr., County Executive

AN ORDINANCE setting the 2019 Jackson County, Missouri, tax levy.

ORDINANCE NO. 5264, September 16, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, section 540.00 of the Jackson County Code requires the County Legislature to adopt a tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require political subdivisions, including counties, to revise their tax levies as a result of general reassessment; and,

WHEREAS, the 2019 annual County budget would require the following tax levies on each one hundred dollars of assessed valuation for the fiscal year 2019 after calculation of the levy revisions mandated by sections 137.073 and 137.115 and the Missouri Constitution:

	LEVY
General	\$0.2446
Health	\$0.2616
Park	\$0.1317
Special Road and Bridge	<u>\$0.2446</u>
TOTAL	\$0.8825

and,

WHEREAS, pursuant to authorization granted in sections 67.500 et seq., RSMo, the qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which provided for a county-wide sales tax of one-half cent and a corresponding reduction of the County's total property tax levy annually by seventy percent of the total amount of sales tax revenue in the same tax year; and,

WHEREAS, section 67.505, RSMo, requires that after a county has determined its budget, the total property tax levy must be reduced in an amount sufficient to decrease the total property taxes it will collect by an amount equal to 70% of the sales tax revenue in the same tax year; and,

WHEREAS, this estimate is subject to revisions based upon actual sales tax revenues during the calendar year 2019, and the permanent levy adopted in September 2020 will reflect an adjustment based on actual sales tax revenues during calendar year 2019; and,

WHEREAS, during the 2018 calendar year, the actual sales tax revenues fell short of the 2018 estimated sales tax revenues by \$4,168,435.02 and, therefore, the 2019 Jackson County tax levy must be adjusted to reflect this decrease from the 2018 estimated revenues; and,

WHEREAS, this adjustment is made by deducting the \$4,168,435.02 from the 2019 estimated sales tax revenues (\$54,030,696.94) to produce \$49,862.261.92, of which 70%

is used to reduce the 2019 total property tax levy; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon estimates of the 2019 sales tax revenues, including the decrease in the actual sales tax revenues during 2018, based upon the appropriations in the 2019 annual County budget, and based upon the levy rollbacks required by law, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County Tax Levy for fiscal year 2019, on real and personal property within Jackson County, Missouri:

	<u>LEVY</u>
General Health Park Special Road and Bridge	\$0.2446 \$0.1801 \$0.1203 <u>\$0.0660</u>
TOTAL	\$0.6110

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

APPROVED AS TO FORM:	
Chief Deputy County Counselor	Sugar County County County County County County Counselor
I hereby certify that the attached of September 16, 2019, was duly passed on Jackson County Legislature. The votes th	ordinance, Ordinance No. 5264 introduced on, 2019 by the ereon were as follows:
Yeas	Nays
Abstaining	Absent
This Ordinance is hereby transmitted to th	e County Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
I hereby approve the attached Ordinance	No. 5264.
Date	Frank White, Jr., County Executive

AN ORDINANCE setting the 2019 Jackson County Community Mental Health Fund Levy.

ORDINANCE NO. 5265, September 16, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, pursuant to sections 205.975 through 205.990, RSMo, as amended, and the vote of the qualified voters of November 4, 1980, and June 2, 1991, there was established for the Jackson County Community Mental Health Fund a tax levy at the annual rate not to exceed thirteen and three tenths (13.3) cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the levy revision mandated by statute and the Constitution, there is hereby levied for the 2019 tax year the rate of ten and eight hundredths (10.08) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Community Mental Health Fund.

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

APPROVED AS TO FORM:	
Chief Deputy County Counselor	Byan Cause County County County County County Counselor
I hereby certify that the attache September 16, 2019 was duly passed or Jackson County Legislature. The votes	od ordinance, Ordinance No. 5265 introduced on, 2019 by the sthereon were as follows:
Yeas	Nays
Abstaining	Absent
This Ordinance is hereby transmitted to	o the County Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
I hereby approve the attached Ordinan	ce No. 5265.
	2
Date	Frank White, Jr., County Executive

**AN ORDINANCE** setting the 2019 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy.

**ORDINANCE NO. 5266**, September 16, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, pursuant to sections 205.968 through 205.973, RSMo, as amended, and the vote of the qualified voters of November 2, 1976, there was established for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) a tax levy at the annual rate of ten cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the revisions mandated by statute and the Constitution, there is hereby levied for the 2019 tax year the rate of six and twenty hundredths (6.20) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop).

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive. APPROVED AS TO FORM: I hereby certify that the attached Ordinance, Ordinance No. 5266 introduced on September 16, 2019, was duly passed on 2019 by the Jackson County Legislature. The votes thereon were as follows: Yeas \_\_\_\_\_ Abstaining \_\_\_\_\_ Absent\_\_\_\_\_ This Ordinance is hereby transmitted to the County Executive for his signature. Mary Jo Spino, Clerk of Legislature Date I hereby approve the attached Ordinance No. 5266.

Date

Frank White, Jr., County Executive

**AN ORDINANCE** enacting section 2002., <u>Jackson County Code</u>, 1984, relating to assessment procedures, with an effective date.

ORDINANCE NO. 5267, September 16, 2019

INTRODUCED BY Theresa Galvin, Dan Tarwater III, Crystal Williams, Tony Miller, Scott Burnett, and Jalen Anderson, County Legislators

WHEREAS, pursuant to section 16.7 of the <u>Jackson County Charter</u> ("Powers of Legislature"), the County Legislature has the power to:

Provide for the assessment, levy, equalization, and collection of all taxes now or hereafter authorized by the constitution or by law and prescribe a method or system to facilitate the assessment, calculation, extension and collection of taxes including the design of the books and forms and the purchase and installation of necessary devices.

and,

WHEREAS, section 137.115.10, RSMo, provides: "Before the assessor may increase the assessed valuation of any parcel of subclass (1) real property by more than fifteen percent since the last assessment, excluding increases due to new construction or improvements, the assessor shall conduct a physical inspection of such property"; and,

WHEREAS, Jackson County's 2019 reassessment has demonstrated the need to put in place processes and protections for taxpayers; and,

WHEREAS, the County Legislature finds and determines that it is in the best interest of Jackson County and its residents for it to exercise its Charter power to put in place processes and protections for taxpayers; now therefore,

Effective Date: This Ordinance shall be effective upon its signature by the County Executive, and in accordance with Section B hereof.

APPROVED AS TO FORM:	
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attached ordinar 2019, was duly passed onCounty Legislature. The votes thereon were a	nce, Ordinance No. 5267 of September 16 , 2019 by the Jackson s follows:
Yeas	Nays
Abstaining	Absent
This Ordinance is hereby transmitted to the Co	ounty Executive for his signature.
Date	Mary Jo Spino, Clerk of the Legislature
I hereby approve the attached Ordinance No.	5267.
Date	Frank White, Jr., County Executive

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

Section A. <u>Enacting Clause</u>. Section 2002., <u>Jackson County Code</u>, 1984, is hereby enacted, to read as follows:

2002. Physical Inspection, When Required.

Before the Director of Assessment may increase the assessed valuation of any parcel of subclass (1) real property (as such subclass is established in section 4(b) of article X of the Missouri Constitution and defined in section 137.016, RSMo (i.e., residential property)), by more than fifteen percent since the last reassessment, excluding increases due to new construction or improvements, the director shall conduct a physical inspection of such property.

### 2002.1 <u>Physical Inspection, Notice</u>.

Assessment shall notify the property owner in writing and shall provide the owner clear written notice of the owner's rights relating to the physical inspection. If a physical inspection is required, the property owner may request that an interior inspection be performed during the physical inspection. The owner shall have no less than thirty days to notify the director of a request for an interior physical inspection.

### 2002.2 Physical Inspection, What Constitutes.

A physical inspection, if required by this section, shall include, but not be limited to, an on-site personal observation and review of all exterior portions of the land and any buildings and improvements to which the inspector has or may reasonably and lawfully gain external access, and shall include an observation and review of the interior of any buildings or improvements on the property upon the timely request of the owner pursuant to this section.

### 2002.3 <u>Physical Inspection, What Does Not Constitute.</u>

Mere observation of the property via a drive-by inspection, or by viewing satellite imagery, photographs, or drone video footage, shall not be considered sufficient to constitute a physical inspection as required by this section.

### 2002.4 Physical Inspection, How Conducted.

If a physical inspection is required pursuant to this section, the Director of Assessment shall:

a. Attempt to visually inspect all sides of the exterior of any structure on the property. Unless authorized by the property owner or occupant, the Director of Assessment or the director's representative shall perform the inspection from the property line and sidewalk, driveway or, other walkway leading to the front entrance of the property. The director or

the director's representative shall request permission from the owner or occupant of any residence to enter onto the property for purposes of making an exterior inspection. If permission is granted, the director or the director's representative shall conduct such inspection as is authorized by the property owner or occupant. If permission is refused, or if the owner or occupant is not available, the director or the director's representative shall visually inspect any structure on the property from the front property line and from the sidewalk, driveway, or other walkway leading to the front entrance of the property. The director or the director's representative shall perform the inspection of the property to the fullest extent possible without crossing through or over any natural or artificial barrier such as landscaping, gates, or fencing, and without entering the rear or side yard of such property, if any. If at any time during the performance of the exterior inspection the director or the director's representative is requested to leave the property by the owner or occupant of said property, the director or the director's representative shall promptly leave the property and complete the exterior inspection from the property line; and

Notify the owner of the property, both by leaving a notice on
 the premises at the time of the inspection and by mailing a

notice to such owner, that the owner is entitled to an inspection of the interior of the property if the owner wishes to have such an inspection, and further notifying such owner of the process required to arrange for such an interior inspection.

Said notice shall include the name, date, time, and extent of the exterior inspection and the telephone number of the Assessment Department.

c. Shall, during such inspection, possess a copy of the property record card or other record from the Assessment Department, which lists the physical attributes of the property being inspected, and shall make and keep notes of the condition of the property and the structures located thereon, and record any variation from the information contained in the property record card for said parcel.

## 2002.5 <u>Physical Inspection, Not Attainable.</u>

In the event the Director of Assessment or any person acting on the director's behalf to perform inspections is unable or otherwise prevented from visually inspecting any side of the exterior of the premises, or in the event that the owner or occupant has refused the director or the director's representative permission to enter onto the property for purposes of conducting the exterior inspection, or has requested the director or the director's representative to leave the property prior to the completion of the exterior inspection, said owner shall be notified by the

director in writing by mail that the exterior inspection was performed from the property line and the sidewalk, driveway, or other walkway leading to the front entrance of the property, and that a complete exterior inspection may be requested by the property owner. This written notification shall inform the owner of the process required to arrange for an exterior inspection, and of the time period within which an exterior physical inspection may be performed before the close of the current reassessment cycle. Said notice shall also include the name of the inspector, the date and time the inspector attempted to perform the exterior inspection, and the telephone number of the Assessment Department.

## 2002.6 <u>Physical Inspection, Estimated Valuation.</u>

In the event that the Director of Assessment or any person acting on the director's behalf has a reasonable belief, based upon observations made while conducting an exterior inspection of a parcel of property, that improvements have been made to the property which are not reflected on the property record card or other records of the Assessment Department, and full access to the exterior of the property has not been authorized by the property owner or is otherwise not possible, then the appraised value of the property may include a good faith reasonable estimate of the value added by said improvements, which shall be recorded on the property record card or other records maintained by the director. The property owner shall be notified in writing that the director is relying upon an estimated valuation of the added value of the improvements, the reason why the director is relying upon an

estimated valuation, and that the property owner may request a full exterior and/or interior inspection by the director.

Section B. <u>Effective Date.</u>

This Ordinance, once adopted, shall be effective as of January 1, 2020.

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

A RESOLUTION congratulating Guadalupe Centers on the occasion of its Centennial Celebration Gala, to be held on September 21, 2019.

RESOLUTION NO. 20251, September 16, 2019

INTRODUCED BY, Scott Burnett and Crystal Williams, County Legislators

WHEREAS, Guadalupe Centers, the longest continuously operating organization serving Latinos in the United States, will celebrate its 100<sup>th</sup> Anniversary with its annual *Blanco y Negro* Gala to be held on September 21, 2019; and,

WHEREAS, noted political strategist Ana Navarro, co-host of ABC's *The View* and Republican political analyst for CNN and Telemundo, will deliver the keynote address; and,

WHEREAS, Ana Navarro is known for her sharp wit and candor, making headlines during the campaign season by taking candidates to task for their toxic rhetoric and attacks on the Latino community; and,

WHEREAS, the Gala will also feature remarks by representatives from the Mexican Embassy, live entertainment, and a silent auction; and,

WHEREAS, the Kauffman Foundation is the presenting sponsor for this event with the City of Kansas City, MO, Bukaty Co., Health Forward Foundation, and KCP&L also

serving as event sponsors; and,

WHEREAS, Guadalupe Centers provides an array of comprehensive services including a charter school system, credit union, social services, and youth development program and serves over 12,000 individuals per year; and,

WHEREAS, the Guadalupe Centers' mission is to improve the quality of life for individuals in the Latino communities of Greater Kansas City; and,

WHEREAS, Cris Medina, Chief Executive Officer for the Guadalupe Centers, said that the organization is excited to have Ms. Navarro at this event, as someone who's life encompasses what it means to be a Latina American, representing hard work and values that the Latino community holds steadfastly; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims its congratulations to the Guadalupe Centers on the occasion of its Centennial Celebration and extends best wishes for a successful Gala event.

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

APPROVED AS TO FORM:	
Chief Deputy County Counselor	Buyan O. Courted County Counselor
Certificate of Passage	
I hereby certify that the attached resolution 16, 2019, was duly passed onCounty Legislature. The votes thereon were a	ution, Resolution No. 20251 of September, 2019 by the Jackson as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

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

A RESOLUTION transferring \$125,000.00 within the 2019 General Fund for the reallocation of budgeted funds within the Circuit Court's Information Technology Department.

**RESOLUTION NO. 20252, September 16, 2019** 

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the Circuit Court's Information Technology Department requires a reallocation of budgeted funds to cover the cost of consulting services due to the retirement and resignations of personnel within the department; and,

WHEREAS, due to current and ongoing projects under the control and management of the Information Technology Department, a transfer is needed to cover the cost of required consulting services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be made and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM TO
General Fund		
Circuit Court 001-3001	55010- Regular Salaries	\$115,438
001-3001	55040- FICA Taxes	\$ 9,562
001-3001	56790-Other Contractual Svc,	\$125,000

APPROVED AS TO FORM:

Cyrief Deputy County Counselor

Certificate of Passage

I hereby certify that the attached Resolution, Resolution No. 20252, of September 16, 2019 was duly passed on \_\_\_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

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

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

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

majority of the Legislature.

Date

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

**ACCOUNT NUMBER:** 

001 3001 55010

ACCOUNT TITLE:

General Fund

Circuit Court

Regular Salaries

NOT TO EXCEED:

\$115,438.00

ACCOUNT NUMBER:

001 3001 55040

ACCOUNT TITLE:

General Fund

Circuit Court

**FICA Taxes** 

NOT TO EXCEED:

\$9,562.00

9/12/19

Date

**Chief Administrative Officer** 

## REQUEST FOR LEGISLATIVE ACTION **EXECUTIVE OFFICE**

Completed by County Counselor's Office: Res/ No.: 20252

Sponsor(s): Scott Burnett

SEP 0.6.20	10 Date: September 1	6, 2019
SUBJECT	Action Requested	
	Resolution	
-	Ordinance	
PLIDGET	Project/Title: A resolution authorizing the transfer of appropriations wit for the Court's Information Technology department as a result of retirem reallocation of budget appropriation within the Court's budget.	
BUDGET INFORMATION	Amount authorized by this legislation this fiscal year:	\$ 125,000.00
To be completed	Amount previously authorized this fiscal year:	\$ 256,277.00
By Requesting	Total amount authorized after this legislative action:	\$ 381,277.00
Department and	Amount budgeted for this item * (including transfers):	Ψ 301,277.00
Finance	Source of funding (name of fund) and account code number;	
	FROM:	AMT FROM ACCT
	001-3001-55000-999-9999-19	\$115,438.00
	001-3001-55040-999-9999-19	\$ 9,562.00
	TO:	AMT TO ACCT
	001-3001-56790-999-3501-9999-19	\$ 125,000.00
	* If account includes additional funds for other expenses, total budgeted in the account is:	\$
	OTHER FINANCIAL INFORMATION:	
	No budget impact (no fiscal note required)  Term and Supply Contract (funds approved in the annual budget); es	itimated value and use of contract
	Department: Estimated Use: \$	similated value and use of contract.
	Prior Year Budget (if applicable):	
	Prior Year Actual Amount Spent (if applicable):	
PRIOR	Prior ordinances and (date):	
LEGISLATION	Prior resolutions and (date):	
CONTACT	RLA drafted by (name, title, & phone): Cynthia Freeman, Budget & Fis	scal Officer, 816-881-3643
INFORMATION	This was as seemed to see the seemed to seemed to see the seemed t	l
REQUEST SUMMARY	This request would provide outside consultants to be obtained to fill the hire, highly skilled personnel that have resigned or retired within the las	
BOWNIAKT	going projects that were under the control and management of these per	
	to be completed by temporarily hiring the needed skill sets. This is a re-	
	has no budgetary impact.	, 6 FF -F
CLEARANCE	Tax Clearance Completed (Purchasing & Department)	
	Business License Verified (Purchasing & Department)	
COMPLIANCE	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (Coun	ty Auditor's Office)
COMPLIANCE	☐ MBE Goals ☐ WBE Goals	
	VBE Goals	
ATTACHMENTS	None	
REVIEW	Department Director;	Date://
	Male	9/3/009
	Finance (Budget Approval):  If applicable	Date: 7/5/19
	Division Manager	Date: 9-6-15
	County Counselor's Office:	Date:
	Detroin aurot	5/10/19

# 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	n the	Fund in	
<b>≥</b> m	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 Ordi	nance #	
	Funds sufficient for this appropriatio	n are available from the source ind	licated below.	
	Account Number:	Account Title:	Amount Not to Exceed:	
	This award is made on a need basis a funds for specific purchases will, of a		nty to pay any specific amount. The availabilising agency places its order.	lity of
	This legislative action does not impact the County financially and does not require Finance/Budget approval.			

### **Fiscal Note:**

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

	PC	#	-	
Date:	September 6, 2019		RES#_	20252
Depart	ment / Division	Character/Description	From	То
001	General Fund	_		
3001	Circuit Court	55010 Regular Salaries	\$ 115,438	\$ -
3001	Circuit Court	55040 FICA Taxes	9,562	<del>.</del>
3001	Circuit Court	56790 Other Contractual Services	-	125,000
				<u> </u>
			· ——	
		· ·		-
19		_	\$ 125,000	\$ 125,000
	Officer			

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

**A RESOLUTION** supporting the Missouri Medicaid Expansion Initiative for the November 3, 2020 election.

**RESOLUTION NO. 20253**, September 16, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, if passed, the Missouri Medicaid Expansion Initiative will require the State of Missouri to provide Medicaid for persons under the age of 65 whose income is equal to or below 138 percent of the official poverty line; and,

WHEREAS, petition backers need 172,000 valid signatures to qualify for the ballot measure to be placed on the November 3, 2020 general election ballot; and,

WHEREAS, in 2010 the Affordable Care Act (ACA) directed states to expand Medicaid, but a 2012 U.S. Supreme Court ruling made such expansion optional; and,

WHEREAS, Missouri is one of only fourteen states that have rejected federal funds to cover the costs of the recommended Medicaid expansion; and,

WHEREAS, it is estimated that over 200,000 citizens of Missouri will benefit if Medicaid is expanded in the state, with the federal government covering ninety percent of the cost through the ACA; and,

WHEREAS, expansion of Medicaid in Missouri is supported by the Missouri Hospital Association, the Missouri Primary Care Association, and Missouri Health Care for All, a grassroots coalition of individuals, health care providers, and faith organizations; and,

WHEREAS, healthcare providers are mandated to serve everyone who enters an emergency room, resulting in a financial burden of uncompensated care for these providers; and,

WHEREAS, in rural Missouri, at least nine hospitals have closed since 2014 and roughly one-quarter of patients of Missouri Community Health Centers are uninsured, situations that may be alleviated by the expansion of Medicaid; and,

WHEREAS, presently MO HealthNet, Missouri's Medicaid program, provides health insurance only to children, pregnant women, those with disabilities, and some senior citizens; and,

WHEREAS, support for this ballot initiative is vital to helping lower-income people get access to cost-effective preventative and primary healthcare; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims its support for a ballot initiative to expand Medicaid health insurance within the state of Missouri.

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	Bugan D. Course County County County County Counselor
Certificate of Passage	
I hereby certify that the attached residue 16, 2019, was duly passed on	esolution, Resolution No. 20253 of Septembe , 2019 by the Jackson County ollows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

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

A RESOLUTION awarding a sixty-month term and supply contract for the furnishing of HVAC products, installation, and service for use by the Facilities Management Division of the Public Works Department to Johnson Controls of Lenexa, KS, under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract.

**RESOLUTION NO. 20254**, September 16, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for HVAC products, installation, and service to maintain its current Johnson Controls HVAC products and systems; and,

WHEREAS, the current GSA contract, No. GS-06F-0060P, expired July 13, 2019, and GSA extended the contract for an additional five years; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a sixty-month term and supply contract for the furnishing of HVAC products and installation to Johnson Controls of Lenexa, KS, under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract; and,

WHEREAS, the Director recommends award under section 1030.4, <u>Jackson County Code</u>, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

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

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

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

Date

Mary Jo Spino, Clerk of Legislature

9-12-2019
Director of Finance and Purchasing

## REQUEST FOR LEGISLATIVE OF FICE

SFP 10 2019

### Version 6/10/19

Completed by County Counselor's Office:

Res/@ No.: 20254

Sponsor(s):

Ronald E. Finley

Date: September 16, 2019 SUBJECT Action Requested Resolution Ordinance Project/Title: Authorizing the Five-Year Extension of term and supply contract for HVAC Parts, Service, Installation and Repair with Johnson Controls Building Solutions of Lenexa, KS under the terms and conditions of GSA contract GS-06F-0060P, an existing competitively bid contract. BUDGET **INFORMATION** Amount authorized by this legislation this fiscal year: \$ To be completed Amount previously authorized this fiscal year: By Requesting Total amount authorized after this legislative action: \$ Department and Amount budgeted for this item \* (including transfers): \$ Finance Source of funding (name of fund) and account code number: \$ \* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Facilities Management Estimated Use: \$150,000.00 Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): PRIOR Prior ordinances and (date): **LEGISLATION** Prior resolutions and (date): 19299 (October, 2016) CONTACT **INFORMATION** RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465 REQUEST **SUMMARY** The Facilities Management Division of Public Works requires a term and supply contract for Johnson Controls HVAC Parts, Service, Installation and Repair in order to maintain satisfactory working climates in County facilities. The County has used GSA contract GS-06F-0060P to fulfill this need, and the most recent term of this contract expired on July 13, 2019. GSA has extended this contract for an additional five years, and the Facilities Division of Public Works recommends continued use of this contract. Pursuant to Chapter 1030.4 of the Jackson County Code, the Purchasing Department recommends the Five-Year Extension of term and supply contract for HVAC Parts, Service, Installation and Repair with Johnson Controls Building Solutions of Lenexa, KS under the terms and conditions of GSA contract GS-06F-0060P, an existing competitively bid contract. The Purchasing Department recommends purchases be made under this contract due to higher volume discounts offered to larger government entities. This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. CLEARANCE Tax Clearance Completed (Purchasing & Department) N/A Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) COMPLIANCE MBE Goals **WBE** Goals N/A **VBE** Goals

ATTACHMENTS	Recommendation Memo from Using Department, pertinent pages of the GSA Contract 0060P	Extension for GS-06F-
REVIEW	Department Director:	Date: 9-6-19
	Finance (Budget Approval):	Date:
	If applicable	9/10/19
	Division Manager:	Date: 9-10-19
	County Counselor's Office:	Date: 5/10/19
	Man County	1011

Fiscal	Information (to be verified	by Budget Office in Finance	e Department)
	This expenditure was included	in the annual budget.	
	Funds for this were encumbered	ed from the	Fund in
	is chargeable and there is a cas	nencumbered to the credit of the application of the application of the provide for the obligation of the colligation of the credit	ppropriation to which the expenditure d in the treasury to the credit of the fund from which on herein authorized.
	Funds sufficient for this expen	diture will be/were appropriated b	y Ordinance #
	Funds sufficient for this appro-	priation are available from the sou	rce indicated below.
	Account Number:	Account Title:	Amount Not to Exceed:
XIM.	This award is made on a need funds for specific purchases w	basis and does not obligate Jackso ill, of necessity, be determined as	n County to pay any specific amount. The availability of each using agency places its order.
	This legislative action does no	t impact the County financially an	d does not require Finance/Budget approval.



# JACKSON COUNTY Public Works Department

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

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

### Memorandum

To: Katie Bartle, Senior Buyer, Finance and Purchasing

From: Brian Gaddie, PE, Director of Public Works

Date: September 4<sup>th</sup>, 2019

RE: Term and Supply Recommendation – Johnson Controls, Inc

### Katie,

The Department of Public Works is requesting that the Department of Purchasing recognize the existing government contract held by the GSA and employ Johnson Controls, Inc. as a term and supply vendor. We believe that having Johnson Controls, Inc. on term and supply could provide a substantial benefit to the Department of Public Works and the County. We estimate that an annual total of \$150,000 would be sufficient in completing the tasks necessary by this vendor. The funds for these services will be allocated from Other Contractual Services within the various Facilities Management account codes.

Thank you for your consideration with the above term and supply recommendation.

Professionally,

Brian Gaddie, P.E.

Director of Public Works





# GENERAL SERVICES ADMINISTRATION Schedule 03FAC Facilities Maintenance and Management

Federal Acquisition Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <a href="https://www.GSAAdvantage.gov">https://www.GSAAdvantage.gov</a>

Johnson Controls, Inc.

507 E. Michigan Street Milwaukee, WI 53202

Phone: 1-240-683-7670 Fax: 1-240-683-7601

Email: john.s.wenzel@jci.com Website: www.johnsoncontrols.com

Contract Number: GS-06F-0060P Modification: PO-0026, 07/14/19

Contract Option Period 3: 7/14/19 through 7/13/24

Special Item Numbers:

811 002 Complete Facilities Maintenance 811 005 Refrigeration, Heating, Ventilation, Air Conditioner, Boiler and Chiller HVAC Maintenance 871 202 Energy Management Planning and Strategies

871 203 Training on Energy Management

871 204 Metering Services

871 205 Energy Program Support Services

871 206 Building Commissioning Services

871 207 Energy Audit Services

871 208 Resource Efficiency Management (REM)

871 209 Innovations in Renewable Energy

871 210 Water Conservation

003 97 Ancillary Repair and Alterations

03FAC-500 Order-Level Materials

Business Size: Large

For more information on ordering from

Federal Supply Schedules, see: http://www.gsa.gov/schedules

Johnson Controls offers products and services that optimize energy use and improve comfort and security.

Johnson Controls is a leading full-line service provider of mechanical equipment as well as systems that control heating, ventilation, air conditioning (HVAC), lighting, security and fire management in non-residential buildings. Services include complete mechanical and electrical maintenance and repair.





### **HOURLY RATES FOR SERVICES**

\*Regular Hours: 7:00 am - 4:00 pm Monday - Friday

\*Time-and-a-half: All hours worked over 8 hours in one day or 40 hours cumulative in one week, except when they fall on holiday or Sunday (unless Sunday is part of your regular work week), will be charged at  $1\frac{1}{2}$  times the GSA regular hourly rate.

Minimum hrs = 4

\*Double-Time: Double time applies to hours worked on official holidays and Sundays (unless Sunday is part of your regular work week) and will be charged at 2 times the GSA regular hourly rate.

Minimum hrs = 4

Holiday time must be in 8-hour increments

Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates* (SINs 811 002, 811 005, 003 97)			
Branch / Dispatch Location	Chiller Mechanic	HVAC Mechanic	Controls Service Technician
ANCHORAGE AK	\$149.75	\$131.82	\$133.61
BIRMINGHAM AL	\$103.12	\$89.67	\$156.93
MOBILE AL	\$113.88	\$110.30	\$159.62
FAYETTEVILLE AR	\$99.54	\$92.06	\$94.94
LITTLE ROCK AR	\$113.42	\$103.12	\$155.84
PHOENIX AZ	\$140.79	\$111.19	\$170.38
TUCSON AZ	\$128.23	\$104.02	\$152.44
BAY AREA CA	\$197.28	\$170.59	\$206.25
FRESNO CA	\$138.32	\$124.49	\$143.48
LOS ANGELES CA	\$156.76	\$120.16	\$173.07
SACRAMENTO CA	\$161.37	\$133.71	\$160.45
SAN DIEGO CA	\$145.69	\$119.26	\$169.48
CHEYENNE/FT. COLLINS CO	\$123.75	\$120.16	\$163.20
COLORADO SPRINGS CO	\$118.37	\$107.89	\$159.62
DENVER CO	\$125.54	\$121.06	\$165.89
NORTHERN CONNECTICUT	\$169.48	\$126.33	\$159.62
EAST-WEST WASHINGTON DC	\$152.15	\$148.86	\$199.07
EASTERN SHORE DE	\$150.65	\$152.44	\$157.82
JACKSONVILLE FL	\$108.81	\$96.82	\$143.48
MIAMI FL	\$121.06	\$98.64	\$143.48
ORLANDO FL	\$110.65	\$94.06	\$134.63
TAMPA FL	\$115.08	\$95.90	\$133.71
ALBANY GA	\$100.43	\$90.57	\$151.55
ATLANTA GA	\$119.88	\$102.61	\$156.76
SAVANNAH GA	\$121.06	\$95.05	\$152.44
HONOLULU HI	\$134.51	\$134.51	\$143.48





#### Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 811 002, 811 005, 003 97) Controls Chiller **HVAC** Branch / Dispatch Location Service Mechanic Mechanic Technician CEDAR RAPIDS IA \$131.82 \$107.61 \$150.65 DES MOINES IA \$140.79 \$115.68 \$156.03 EASTERN IOWA/QUAD CITIES \$133.61 \$107.61 \$150.65 BOISE ID \$108.81 \$104.53 \$133.71 CALUMET CITY IL \$158.72 \$146.17 \$158.72 CHICAGO IL \$173.96 \$150.65 \$183.83 PEORIA IL \$147.54 \$134.51 \$150.65 ROCKFORD IL \$166.79 \$138.99 \$165.89 **EVANSVILLE IN** \$135.41 \$102.23 \$156.93 INDIANAPOLIS IN \$154.92 \$109.33 \$177.05 SOUTH BEND IN \$140.79 \$109.40 \$156.93 TOPEKA/KANSAS CITY KS \$141.68 \$130.03 \$165.89 WICHITA KS \$121.95 \$100.43 \$138.99 LEXINGTON KY \$127.34 \$100.43 \$159.62 LOUISVILLE KY \$127.34 \$94.06 \$159.62 BATON ROUGE LA \$134.51 \$111.19 \$158.72 LAFAYETTE LA \$102.62 \$89.67 \$156.03 LAKE CHARLES LA \$108.50 \$89.18 \$150.57 NEW ORLEANS LA \$131.82 \$109.40 \$154,24 SHREVEPORT LA \$110.65 \$94.16 \$152.15 **BOSTON MA** \$165.06 \$158.60 \$183.83 BALTIMORE MD \$134.51 \$134.51 \$161.41 WESTERN MARYLAND \$121.06 \$121.06 \$161.41 PORTLAND ME \$148.86 \$106.04 \$165.00 ANN ARBOR MI \$174.28 \$131.86 \$182.58 DETROIT MI \$175.20 \$129.47 \$193.64 **GRAND RAPIDS MI** \$143.85 \$106.97 \$156.76 KALAMAZOO MI \$144.77 \$106.97 \$152.15 SAGINAW MI \$147.54 \$106.71 \$151.55 UPPER MI \$104.92 \$89.67 \$119.26 **DULUTH MN** \$117.47 \$107.89 \$134.63 MINNEAPOLIS MN \$151.55 \$122.75 \$169.48 ROCHESTER MN \$151.55 \$119.88 \$142.93 ST. CLOUD MN \$151.52 \$107.89 \$142.58 KANSAS CITY MO \$147.06 \$134.51 \$165.89 SPRINGFIELD MO \$101.33 \$92.06 \$134.51

ST. LOUIS MO

JACKSON MS

**GREAT FALLS MT** 

ASHEVILLE NC

CHARLOTTE NC

GREENSBORO NC

\$164.10

\$147.96

\$143,48

\$141.68

\$156.76

\$145.69

\$130.02

\$101.33

\$92.21

\$92.21

\$99.59

\$107.89

\$147.96

\$103.28

\$103.12

\$109.73

\$127.25

\$114.78





#### Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 811 002, 811 005, 003 97) Controls Chiller **HVAC** Branch / Dispatch Location Service Mechanic Mechanic Technician RALEIGH NC \$132.72 \$105.81 \$154.24 WILMINGTON NC \$132.72 \$105.81 \$153.34 **FARGO ND** \$105.81 \$92.21 \$128.23 OMAHA NE \$132.72 \$107.61 \$146.17 **NEW JERSEY** \$154.24 \$143.48 \$199.07 SOUTH JERSEY NJ \$169.74 \$154.24 \$171.27 ALBUQUERQUE NM \$108.50 \$98.64 \$159.62 LAS VEGAS NV \$136.30 \$126.44 \$154.24 **RENO NV** \$105.49 \$99.59 \$138.32 ALBANY NY \$151.55 \$128.23 \$165.89 **BUFFALO NY** \$133.71 \$119.26 \$169.48 LONG ISLAND NY \$176.65 \$150.30 \$197.28 **NEW YORK CITY** \$176.65 \$175.76 \$196.38 **ROCHESTER NY** \$129.13 \$116.57 \$159.62 SYRACUSE NY \$134.51 \$114.34 \$151.23 WESTCHESTER NY \$168.75 \$138.32 \$203.56 CINCINNATI OH \$130.03 \$104.92 \$167.69 CLEVELAND OH \$130.03 \$114.78 \$166.79 COLUMBUS OH \$147.54 \$124.49 \$185.35 TOLEDO OH \$167.83 \$121.72 \$174.28 YOUNGSTOWN OH \$125.54 \$103.12 \$164.10 OKLAHOMA CITY OK \$118.92 \$101.43 \$137.40 TULSA OK \$123.75 \$103.12 \$145.27 PORTLAND OR \$151.23 \$143.48 \$152.44 ALLENTOWN PA \$143.85 \$133.30 \$170.38 CENTRAL PA \$138.10 \$112.09 \$179.35 ERIE PA \$130.03 \$116.57 \$167.69 PHILADELPHIA PA \$171.51 \$157.82 \$183.83 PITTSBURGH PA \$138.99 \$118.37 \$165.00 WILKES BARRE PA \$148.86 \$141.68 \$156.03 PROVIDENCE RI \$157.82 \$125.41 \$157.82 CHARLESTON SC \$116.57 \$100.43 \$155.13 COLUMBIA SC \$119.88 \$95.90 \$151.55 **GREENVILLE SC** \$129.13 \$95.05 \$151.55 SIOUX FALLS SD \$115.08 \$96.82 \$121.06 CHATTANOOGA TN \$116.57 \$95.95 \$149.75 KNOXVILLE TN \$121.72 \$97.74 \$158.60 MEMPHIS TN \$122.64 \$103.12 \$156.93 NASHVILLE TN \$130.03 \$104.92 \$156.93 TRI-CITIES TN \$115.26 \$91.29 \$143.85 AUSTIN TX \$112.09 \$102.35 \$152,44

**BEAUMONT TX** 

\$152.15

\$96.82

\$116.19





### Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 811 002, 811 005, 003 97) Controls Chiller **HVAC** Branch / Dispatch Location Service Mechanic Mechanic Technician CORPUS CHRISTI TX \$103.12 \$98.64 \$130.92 DALLAS TX \$138.10 \$118.37 \$170.38 **EL PASO TX** \$100.43 \$86.68 \$144.37 **HOUSTON TX** \$124.49 \$110.65 \$170.59 LUBBOCK TX \$130.92 \$97.74 \$149.75 SAN ANTONIO TX \$125.54 \$104.92 \$163.20 **WACO TX** \$107.61 \$98.64 \$152.44 SALT LAKE CITY UT \$121.95 \$112.99 \$140.79 CHARLOTTESVILLE VA \$123.75 \$98.64 \$152.15 NORFOLK VA \$123.75 \$98.64 \$149.75 RICHMOND VA \$127.25 \$100.43 \$150.65 **ROANOKE VA** \$123.75 \$113.88 \$150.65 SEATTLE WA \$142.93 \$133.71 \$144.37 SPOKANE WA \$112.09 \$110.65 \$134.51 APPLETON WI \$121.95 \$104.02 \$133.61 MADISON WI \$141.68 \$128.23 \$165.89 MILWAUKEE WI \$142.58 \$116.57 \$175.76 WESTERN WISCONSIN \$123.56 \$110.30 \$147.96 CHARLESTON WV \$127.34 \$104.02 \$157.82 CASPER WY \$118.37 \$102.23 \$140.79

Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates* (SINs 871-202, 203, 204, 205, 206, 207, 208, 209 & 210)			
SIN(s)	Labor Category	GSA Regular Hourly Rate*	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Administrative Clerk	\$44.19	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Administrative Assistant I	\$72.07	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Administrative Assistant II	\$93.51	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Administrative Assistant IV	\$130.81	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Administrative Assistant V	\$160.33	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Construction Manager	\$123.75	





### Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 871-202, 203, 204, 205, 206, 207, 208, 209 & 210)

	(31,13 0) 1 202, 203, 204, 203, 200, 207, 2	200, 209 & 210)
SIN(s)	Labor Category	GSA Regular Hourly Rate*
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Contract Administrator I	\$185.93
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Contract Administrator II	\$199.32
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Contract Administrator III	\$212.13
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Document Control Administrator	\$88.72
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Document Control Manager	\$203.30
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Document Control Manager Sr	\$238.64
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Engineer Apprentice	\$43.64
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Engineer I	\$106.95
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Engineer II	\$131.31
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Engineer III	\$152.61
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Engineer IV	\$169.96
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Installation Manager	\$216.22
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Operations Specialist I	\$109.91
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Operations Specialist III	\$152.02
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Operations Analyst I	\$223.87
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Operations Analyst II	\$244.07
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Operations Analyst III	\$264.41
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Performance Assurance Engineer I	\$135.17
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Performance Assurance Engineer II	\$156.61
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Performance Assurance Engineer III	\$169.80
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Performance Assurance Engineer IV	\$183.79
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Performance Assurance Engineer V	\$201.00





Option Period Three, Year One - 7/14/19 - 7/13/20	
GSA Regular Hourly Rates* (SINs 871-202, 203, 204, 205, 206, 207, 208, 209	& 210)

33A Regular Hourly Rates* (SINS 871-202, 203, 204, 205, 206, 207, 208, 209 & 210)			
SIN(s)	Labor Category	GSA Regular Hourly Rate*	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Program Manager I	\$130.81	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Program Manager II	\$159.71	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Program Manager III	\$195.20	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Program Manager IV	\$220.89	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer I	\$117.42	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer II	\$152.51	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer III	\$173.36	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer IV	\$189.88	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer V	\$207.22	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Development Engineer Sr	\$225.24	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Manager I	\$145.12	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Manager II	\$168.58	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Manager III	\$189.19	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Manager IV	\$205.96	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Project Manager V	\$226.17	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Proposal Manager I	\$138.75	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Proposal Manager II	\$177.46	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Proposal Manager III	\$199.32	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Proposal Manager IV	\$212.13	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Quality Control Inspector	\$141.96	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	QA/QC Program Development Support/Monitoring I	\$145.12	
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	QA/QC Program Development Support/Monitoring II	\$175.01	





### Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 871-202, 203, 204, 205, 206, 207, 208, 209 & 210)

25.1 Regald: Floarly Races (31143 671 202, 203, 204, 203, 206, 207, 208, 209 & 210)		
SIN(s)	Labor Category	GSA Regular Hourly Rate*
871-202, 203, 204, 205,	QA/QC Program Development	\$193.43
206, 207, 208, 209 & 210	Support/Monitoring III	
871-202, 203, 204, 205,	QA/QC Program Development	\$212.62
206, 207, 208, 209 & 210 871-202, 203, 204, 205,	Support/Monitoring IV	
206, 207, 208, 209 & 210	QA/QC Program Development	\$230.96
871-202, 203, 204, 205,	Support/Monitoring V	+254.06
206, 207, 208, 209 & 210	QA/QC Program Development Support/Monitoring Sr	\$254.06
871-202, 203, 204, 205,	Safety Program Development	\$159.71
206, 207, 208, 209 & 210	Support/Monitoring I	\$159.71
871-202, 203, 204, 205,	Safety Program Development	\$185.62
206, 207, 208, 209 & 210	Support/Monitoring II	\$105.02
871-202, 203, 204, 205,	Safety Program Development	\$203.30
206, 207, 208, 209 & 210	Support/Monitoring III	7200.00
871-202, 203, 204, 205,	Safety Program Development	\$230.96
206, 207, 208, 209 & 210	Support/Monitoring IV	
871-202, 203, 204, 205,	Safety Program Development	\$248.60
206, 207, 208, 209 & 210	Support/Monitoring V	
871-202, 203, 204, 205,	Solutions Development Leader I	\$166.02
206, 207, 208, 209 & 210		
871-202, 203, 204, 205,	Solutions Development Leader II	\$194.53
206, 207, 208, 209 & 210 871-202, 203, 204, 205,	Columbiana Davidana and L. 177	
206, 207, 208, 209 & 210	Solutions Development Leader III	\$216.70
871-202, 203, 204, 205,	Solutions Development Leader IV	#22F 24
206, 207, 208, 209 & 210	Soldtions Development Leader IV	\$225.24
871-202, 203, 204, 205,	Sub-Contract Administrator	\$106.47
206, 207, 208, 209 & 210	Sub-Contract Administrator	\$100.47
871-202, 203, 204, 205,	Sub-Contract Administrator Sr	\$143.74
206, 207, 208, 209 & 210		φ113.74
871-202, 203, 204, 205,	Superintendant I	\$91.89
206, 207, 208, 209 & 210		, = 2.00
871-202, 203, 204, 205,	Superintendant II	\$114.91
206, 207, 208, 209 & 210		
871-202, 203, 204, 205,	Superintendant III	\$135.16
206, 207, 208, 209 & 210		
871-202, 203, 204, 205,	Superintendant IV	\$162.16
206, 207, 208, 209 & 210		
871-202, 203, 204, 205,	Systems Technician I	\$76.69
206, 207, 208, 209 & 210	C. J. T. J. J. J.	
871-202, 203, 204, 205,	Systems Technician II	\$90.48
206, 207, 208, 209 & 210 871-202, 203, 204, 205,	Cychomo Toslesia, 111	1.2
206, 207, 208, 209 & 210	Systems Technician III	\$102.52
200, 201, 200, 203 & 210		





Option Period Three, Year One - 7/14/19 - 7/13/20 GSA Regular Hourly Rates\* (SINs 871-202, 203, 204, 205, 206, 207, 208, 209 & 210)

, , , , , , ,	=======================================	77, 200, 203 & 210)
SIN(s)	Labor Category	GSA Regular Hourly Rate*
871-202, 203, 204, 205, 206, 207, 208, 209 & 210	Systems Technician V	\$156.17

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

A RESOLUTION awarding twelve-month term and supply contracts for the furnishing of personal computers and miscellaneous computer software and hardware for use by various County departments to Dell Marketing, L.P., of Round Rock, TX, Software House International (SHI) Corp. of Somerset, NJ, and ConvergeOne (formerly AOS) of Overland Park, KS, under the terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108, State of Missouri Contract No. CT160910001, Midwestern Higher Education Commission Contract No. MHEC-07012015, and Cooperating School Districts of Greater Kansas City Contract No. C062518, all existing competitively bid government contracts.

RESOLUTION NO. 20255, September 16, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the County desires to purchase personal computers and miscellaneous computer software and hardware for use by various County departments to provide for their needs for the upcoming twelve-month period; and,

WHEREAS, the Director of Finance and Purchasing recommends the purchases under the terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108, State of Missouri Contract No. CT160910001, Midwestern Higher Education Commission Contract No. MHEC-07012015, and Cooperating School Districts of Greater Kansas City Contract No. C062518,, all existing competitively bid government contracts, due to the volume discounts offered to large entities; and,

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

### <u>VENDOR</u>

### CONTRACT NO.

Dell Marketing L.P., Round Rock, TX

NASPO Contract Nos. MNWNC-108 and MHEC-07012015

Software House International (SHI), Somerset, NJ

State of MO Contract No. CT160910001

ConvergeOne (formerly Alexander Open Systems) Overland Park, KS

State of Kansas Contract Nos. 38294 38294, and Consolidated School Districts of Greater Kansas City Contract No. C062518

and,

WHEREAS, section 1030.4, <u>Jackson County Code</u>, 1984, requires that for any such purchase in excess of \$25,000.00, the Director of Finance and Purchasing shall submit the purchase to the County Legislature for approval; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases 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, including final payment on the contracts thereby made, to the extent that sufficient appropriations to the issuing spending agencies 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 responsible to the state of the sta	resolution, Resolution No. 20255 of September , 2019 by the hereon were as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
This award is made on a need basis and specific amount. The availability of fund appropriation.	d does not obligate Jackson County to pay any is for specific purchases is subject to annual
9/12/19	S. S. Salf
Date	Chief Administrative Officer

## REQUEST FOR LEGISLATIVE ACTION

SEP 0 3 2019

Completed by County Counselor's Office:

Res/Ond No.: 20255

Sponsor(s): Crystal Williams
Date: September 16, 201 September 16, 2019

SUBJECT	Action Requested  Resolution Ordinance  Project/Title: Awarding a Twelve Month Term and Supply Contract for the furnishing of Personal Computers, Miscellaneous Computer Hardware and Software, and Professional Services for use by Various County Departments to Dell Marketing L.P. of Round Rock, Texas; SHI International Corp. of Somerset, New Jersey; and ConvergeOne (formerly AOS) of Overland Park, Kansas under the terms and conditions set forth in NASPO ValuePoint Contract Numbers MNWNC-108; State of Missouri Contract Number CT160910001; Midwestern Higher Education Commission Contract Number MHEC-07012015; and Cooperating School District of Greater Kansas City Contract Number C062518 existing government contracts.		
BUDGET INFORMATION To be completed By Requesting Department and Finance	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 transfing Source of funding (name of fund) and account cood* If account includes additional funds for other expenses, total by	on: \$ ers): \$ le number:	
	Department: Estimated Use:  Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):	he annual budget); estimated value and use of contract: \$1,900,000	
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 19593, October 2, 2013 July 30, 2018	7,19256, September 19, 2016; 18902, August 10, 2015,19938	
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Craig Reich	h, Senior Buyer, 881-3265	
REQUEST SUMMARY	Various County Departments require Term and Supply Contracts for the purchase of Personal Computers and Miscellaneous Computer Hardware and Software to purchase new equipment and software as necessary while providing maintenance to existing equipment. IT also has a requirement for Professional Services on an "as needed" basis.		
	awards of term and supply contracts for the furnishi	Code, the Director of Finance and Purchasing recommends the ng of Personal Computers, Miscellaneous Computer for use by Various County Departments from the following cts:	
	RECOMMENDED VENDOR:	CONTRACT NUMBER:	
	Dell Marketing, Round Rock, Texas	NASPO MNWNC-108 and MHEC-07012015	
	Software House International, Somerset, NJ	State of Missouri CT160910001	
	ConvergeOne (formerly Alexander Open Systems), Overland Park, Kansas	Consolidated School Districts of Greater KC C062518	

	The Director of Finance and Purchasing recommends the approval of these contracts due to a discount offered to larger entities and purchasing groups.  This award is made on an "as needed" basis and does not obligate Jackson County to pay any The availability of funds for specific purchases is subject to annual appropriations.	
CLEARANCE		
	Tax Clearance Completed (Purchasing & Department) N/A	
	Business License Verified (Purchasing & Department) N/A	
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Pertinent pages of the recommended contracts	
REVIEW	Department Director:	
	Finance (Budget Approval):  If applicable  Dat	3/104
	Division Manager: Date Date	9-3-19
	County Counselor's Office: Buan Cum Dat	9/10/19

Fiscal	Information (to be verified by E	Budget Office in Finance Depar	tment)
	This expenditure was included in the	annual budget.	
	Funds for this were encumbered from	n the	Fund in
	There is a balance otherwise unencur is chargeable and there is a cash bala payment is to be made each sufficien	nce otherwise unencumbered in the tr	reasury to the credit of the fund from which
	Funds sufficient for this expenditure	will be/were appropriated by Ordinar	nce #
	Funds sufficient for this appropriatio	n are available from the source indica	ated below.
	Account Number:	Account Title:	Amount Not to Exceed:
XM	This award is made on a need basis a funds for specific purchases will, of r	nd does not obligate Jackson County necessity, be determined as each using	to pay any specific amount. The availability of g agency places its order.
	This legislative action does not impa	ct the County financially and does no	t require Finance/Budget approval.



### Department of INFORMATION TECHNOLOGY

#### **JACKSON COUNTY, MISSOURI**

816-881-3151

415 EAST 12TH STREET, ROOM G-8 KANSAS CITY, MO 64106

To: CRAIG REICH, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

**DATE: AUGUST 21, 2019** 

RE: RLA TO APPROVE TERM AND SUPPLY CONTRACTS TO PURCHASE COMPUTERS, HARDWARE AND SOFTWARE

PLEASE CREATE AN RLA TO AWARD TERM AND SUPPLY CONTRACTS TO PURCHASE PERSONAL COMPUTERS, MISCELLANEOUS COMPUTER HARDWARE AND SOFTWARE AND PROFESSIONAL SERVICES FOR USE BY VARIOUS JACKSON COUNTY DEPARTMENTS TO DELL MARKETING L. P. OF ROUND ROCK, TEXAS: SHI INTERNATIONAL CORP. OF SOMERSET, NEW JERSEY: AND CONVERGE ONE (FORMERLY AOS) OF OVERLAND PARK, KANSAS UNDER TERMS AND CONDITIONS SET FORTH IN NASPO VALUEPOINT CONTRACT NUMBERS MNWNC-108; STATE IF MISSOURI CONTRACT NUMBER CT160910001; MIDWESTERN HIGHER EDUCATION COMMISSION CONTRACT NUMBER MHEC-07012015; AND COOPERATING SCHOOL DISTRICT OF GREATER KANSAS CITY CONTRACT NUMBER CO62518 EXISTING GOVERNMENT CONTRACTS. ESTIMATED USE OF THE CONTRACT WILL BE \$1,900,000.00.

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

A RESOLUTION authorizing an application for a storm water grant from the Missouri Department of Natural Resources in connection with the Raytown Road Bridge Replacement Study.

**RESOLUTION NO. 20256, September 16, 2019** 

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Missouri Department of Natural Resources (MDNR) has offered a storm water grant and loan to the County and cities within the County; and,

WHEREAS, the Director of Public Works received the offer and has held the storm water coordinating meeting required by MDNR; and,

WHEREAS, the City of Grandview has submitted an appropriate project for grant funds, the Raytown Road Bridge Replacement Study, and MDNR requires the County to be in charge of the grant project; and,

WHEREAS, the Director of Public Works requests that the department be authorized to apply for the storm water grant though MDNR for the purpose of funding the Raytown Road Bridge Replacement Study; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby authorizes the submission of a storm water grant application to the MDNR for funds for the Raytown Road Bridge Replacement Study; and,

BE IT FURTHER RESOLVED that the Director of Public Works and all other County officials be and hereby are authorized to execute any and all documents necessary to give effect to the grant application submission.

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	Bugan C. Counselor  County Counselor
· · · · · · · · · · · · · · · · · · ·	resolution, Resolution No. 20256, of Septembe, 2019 by the Jackson County follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino. Clerk of the Legislature

### REQUEST FOR LEGISLATIVE ACTION

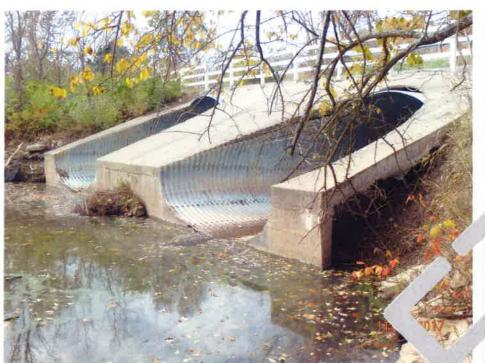
SEP 03 2019

Completed by County Counselor's Office: Res/Grad No.: 20256

Sponsor(s): Date: Crystal Williams September 16, 2019

SUBJECT	Action Requested	
	A Resolution	
	Ordinance	
	Duning / Title Authority 11 of C	
	Project/Title: Authorizing application for a storm water grant and authorizing the Dir sign documents related to Missouri Department of Natural Resources storm water grant	ector of Public Works to
BUDGET	sign documents related to wissouri Department of Natural Resources storm water gran	nt.
INFORMATION	Amount authorized by this legislation this fiscal year:	\$0
To be completed	Amount previously authorized this fiscal year:	\$0
By Requesting	Total amount authorized after this legislative action:	\$0
Department and Finance	Amount budgeted for this item * (including transfers):	\$0
rinance	Source of funding (name of fund) and account code number; FROM / TO	
	* If account includes additional funds for other expenses, total budgeted in the account is:	
	OTHER FINANCIAL INFORMATION:	
	No budget impact (no fiscal note required)	
	Prior Year Budget (if applicable):	
PRIOR	Prior Year Actual Amount Spent (if applicable):	
LEGISLATION	Prior ordinances and (date): N/A Prior resolutions and (date): N/A	
CONTACT	The restaurant and (unite). 11/1	
INFORMATION	RLA drafted by: Earl Newill, P.E., Chief Engineer, 816 401-6401	
	The state of the s	
REQUEST	Missouri Department of Natural Resources has offered a storm water grant and loan to Jackson County and non-entitlement	
SUMMARY	cites within Jackson County. The Public Works Department received the offer and has held a storm water coordinating	
	meeting as required by the MDNR. The City of Grandview has submitted a project for the grant funds. MDNR requires that	
	Jackson County be in charge of the grants projects, in a city or not. MDNR requires a resolution authorizing the filing of applications, and authorizing an individual to furnish information to MNDR and to sign all necessary documents related to	
	the grant, and to receive payments.	
-3-		
	We therefore request that the Public Works department he outher and to relate the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the relative to the Public Works department he outher and the public Works	
	We therefore request, that the Public Works department be authorized to submit applications for the grant funds, that the Director of Public Works be authorized to sign any and all documents related to the grant, and the Manager of Finance be	
	authorized to receive grant reimbursements and redistribute to the project sponsor.	
CLEARANCE	Tay Clearance Completed (Burchesing & Description)	
CLLAIGANCE	Tax Clearance Completed (Purchasing & Department)  Business License Verified (Purchasing & Department)	
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's O	office)
ATTACHMENTS		
	MDNR Letter, Resolution Form, Application, Project Information	
REVIEW	- Range	Date:09/03/2019
	Department Director: Brian D. Gaddie, P.E.	
	Finance (Budget Approval):	Date:

4				
	If applicable		1	
	Division Manager	I Musle	Mar	Date: 9-3-19
	County Counselor	's Office:	wie C	Date: //0/19
Fisca	Information (to be verified by	by Budget Office in Finance	Department)	
	This expenditure was included in	n the annual budget.		
	Funds for this were encumbered	from the	Fund in	
	is chargeable and there is a cash	ncumbered to the credit of the application balance otherwise unencumbered cient to provide for the obligation	in the treasury to the credit	
	Funds sufficient for this expendi	ture will be/were appropriated by	Ordinance #	
	Funds sufficient for this appropr	iation are available from the source	e indicated below.	
	Account Number:	Account Title:	Amount Not to I	Exceed:
		sis and does not obligate Jackson, of necessity, be determined as ea		
	This legislative action does not in	mpact the County financially and	does not require Finance/Bu	adget approval.









benesch

City of Grandview, MO

**RAYTOWN ROAD BRIDGE REPLACEMENT STUDY** 

## TABLE OF CONTENTS

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2.0 Existing Conditions	. 2
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6.0 Construction Inspection	10
7.0 Project Cost Estimate	11



#### 1.0 SYNOPSIS - GRANDVIEW STRUCTURE - RAYTOWN RD.

**Table 1: Existing Structure Information** 

#### **Grandview Structure Identification**

Location Raytown Rd.; Approximately 1,080 Feet South of Harry S. Truman Dr.

Existing Structure Twin Elliptical Plate Arch Culverts, 17'-2" x 11'-4", 211' Long

Existing Load Posting Not Posted Currently

Roadway Classification Local

Existing Roadway Section(s) 37'-0" (West), 37'-0" (East), and 16'-0" (Median)

Posted Speed Limit 45 mph

Estimated ADT 20,000 Vehicles (design ADT)



Upstream Elevation Looking Southeast (17'-2" x 11'-4" x 211' Culverts)



**Location Map of Structure** 

#### 1.1 Conceptual Report Objectives

In recent years it has become necessary for the City of Grandview's Public Works Department (Grandview) to invest continued resources in the maintenance of the existing Raytown Road pipes. Realizing the service life of the existing structure is coming to an end, Grandview completed necessary short-term repairs to ensure safety and continue functionality. These short-term repairs to the pipe structure, Jackson County Trail, and Raytown Road itself, are only intended to extend the functional life of the structure to a point in which a long-term solution is identified, designed, funded, and constructed. In line with this strategic plan, Benesch was engaged to develop this conceptual replacement report with the following objectives:

- a) Determine the Hydrologic and Hydraulic Capacity Needs of Project Site
- b) Coordinate Project Specific H&H Analysis with City's Stormwater Masterplan (Currently Underway)
- c) Account for Future Development Impacting Contributing Watershed
- d) Identify & Conceptually Evaluate Structure Replacement Options
- e) Compile List of Advantages & Disadvantages of Each Option
- f) Prepare Conceptual/Budgeting Numbers for the Replacement Options



To evaluate the hydrologic and hydraulic (H&H) conditions and performance at the project site, a HEC-RAS software model was developed. The natural, existing and proposed conditions were evaluated. A summary of the assumptions, input, and output is subsequently provided in this report. Benesch coordinated with Grandview to coordinate this project specific H&H analysis with the Stormwater Masterplan being developed independently of this project. The primary objective of the H&H analysis was the determination of the necessary waterway opening to accommodate current and future capacity needs. Based on the waterway opening, water velocities, design storm surface elevations, and predicted scour at the project site, Benesch identified four (4) potential replacement structure alternatives to be considered. These four options included:

- 1) Multi-Celled Reinforced Fixed Box (RFB)
- 2) Single-Span Precast Three-Sided Structure
- 3) Three-Span Bridge Configuration
- 4) Single-Span Bridge Configuration

Each of the above-mentioned replacement alternatives provides advantages and disadvantages to the Grandview as it pertains to initial cost, lifecycle costs, construction duration, hydraulic performance, accommodating future growth, channel migration, and aesthetic opportunities. The following report summarizes these characteristics for each alternative. Based on the preliminary priorities of Grandview, which include long-term hydraulic performance and maintenance of traffic during construction, a suggested replacement option is provided in the conclusion of this conceptual report. Beyond the H&H evaluation of the four previously mentioned replacement alternatives, the intent of this report is to provide a high-level, cursory assessment of potential project costs for Grandview to utilize for project budgeting. Refined project design and construction costs will be developed once an alternative is selected, and design plans are created.

#### 1.2 Roadway & Traffic Conceptual Costs

Prior to the commencement of this project evaluation, Grandview established a project constraint — maintaining traffic access along Raytown Road throughout construction. Benesch based conceptual costs on this constraint, therefore, the roadway and traffic conceptual costs associated with any of the structural replacements meet the following goals:

- Maintain at Least Two lanes of traffic (One Each Way) Along Raytown Road
- Provide North-South Cross-Overs Along Raytown Road
- Include Necessary Traffic Control to Accommodate Phased Construction
- Minimize Roadway Pavement Replacement Along Raytown Road

The roadway and traffic costs for each alternative are approximately equivalent, with minor variations due to the construction limits of each structural replacement alternative. A proposed construction footprint of each alternative was identified and used to develop roadway conceptual costs, as well as estimating necessary right-of-way needs. The following sections provide additional details of each alternative and include a plan view of the conceptualized structure replacement.

#### 2.0 EXISTING CONDITIONS

#### 2.1 Existing Concerns

The existing structure consists of two 17'-2" x 11'-4" plate arch culvert(s), measuring approximately 211' in length. Main concerns include the following: the deteriorated condition of the structural plate arch pipes, the undesirable foundation/embankment condition surrounding the RCB, the undesirable hydraulic conditions during rain events, and the overall reduced structural capacity.



The eastern concrete headwall shows separation between the culvert and the concrete, indicating that the north culvert has settled approximately 8 inches on the downstream side, as shown in the photo below. The south culvert did not have signs of settlement at the time of inspection. There are large scour holes behind the north and south side of the eastern headwall, exemplifying unstable embankments. The worst case is a large scour void has formed under the northeast headwall, sizing approximately 3' tall x 6' long x 1' deep, also shown below.



8" Culvert Settlement



Scour Void behind Concrete Headwall

Although there are no signs of buckling or failure, a large percentage of the bottoms of both the north and south culverts shows deformation and deterioration. This has resulted in holes of various sizes and undermining up to 12" deep. Examples of this are shown below.



Example of Hole in Bottom of Culvert w/ Undermining



Typical Deterioration in Bottom of Pipe

The drainage along Raytown Road is not adequately controlled around the structure. The fill material above the structure between the roadway and the pedestrian path is being eroded away by surface drainage coming from the northbound lanes. The erosion caused by the runoff has also added to the settlement issues surrounding the structure, because when water leaves the roadway surface, it flows down along the channel embankment, adding to the erosion behind the wingwalls. Without stable headwalls and embankments, the pedestrian path east of Raytown Road has experienced sinking and ultimately collapse in August 2017. The path has been repaired, however, these issues still exist. Settlement of the culverts has also caused the eastern lane of northbound Raytown Road to sink requiring repeated asphalt overlay to be applied to maintain a consistent driving surface for travelers. Multiple efforts to cease or reduce settlement of the pipes have been unsuccessful to-date.



#### 2.2 Existing Utilities

Neither overhead utilities nor underground utility markers were identified on site.

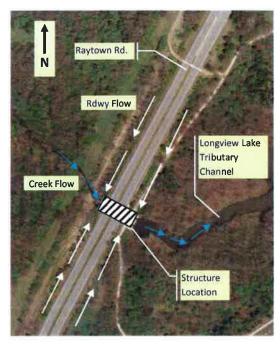
#### 2.3 Existing Right-of-Way (ROW)

The conceptual layout developed for this project site identified the need for approximately 12,000 ft² of additional right-of-way (ROW). It should be noted that the existing survey for the site did not identify any established ROW extents; this estimation is based off an assumed 150' ROW corridor along Raytown Road, and includes preliminary grading and construction limits. As discussed in the project background section of this report, all ROW is assumed to be permanent. At \$1.50/square foot of ROW, this results in a maximum total estimated project ROW cost of \$18,000.00. A breakdown of each alternative's ROW requirements can be seen in Table 2.

#### 2.4 Hydraulics and Drainage Approach

The existing structure allows a Longview Lake tributary to flow under Raytown Road approximately 1,080 feet south of Harry S. Truman Drive. The tributary creek drains an area of 3.12 square miles west of Raytown Road, and flows into Longview Lake through the structure, west to east. The existing structure is oriented perpendicular to the roadway centerline. The roadway drainage along Raytown Road also feeds into the tributary creek from both the east and west sides of the structure. No legal or short-span structures are situated upstream or downstream of the existing structure.

A hydraulic model utilizing HEC-RAS was developed to analyze the existing project site and to properly size the proposed alternative structures. Manning's n-values for the channel were chosen based upon a mostly clean channel with some stones, weeds, and ineffective slopes. Manning's values for the surrounding flood plain varied between areas of dense trees with flow into and below the branches, and areas with light brush and trees. The assumptions made for the hydraulic model can be seen in the chart to the right. The 100-year peak flow value for this structure was determined to be 2470 cfs. While the existing culvert can accommodate this flow, the soil conditions in and around the channel has shown to be very scour-prone, especially during large storm events. This scour has led to undermining of the pipes, resulting in settlement of the culvert structure itself, as well the pedestrian path and northbound Raytown Road. While remediation steps have been taken to drastically slow or cease this settlement, the highly erodible



#### **Hydraulic Model Assumptions**

Manning's n-values

- Channel: 0.04
- Flood Plains: 0.07 0.12
- Corrugated Pipe Culvert: 0.024
- Concrete Culvert: 0.011

Channel Slope: 0.008 ft/ft

Longview Lake Backwater Elevation: 903 ft

soil continues to cause issue for the existing culvert. To mitigate future scour potential, all the proposed alternative structures were selected based upon their ability to not only accommodate the 100-year storm, including backwater from Longview Lake, but also because they contain proper scour countermeasures. Designing proposed alternatives with hydraulic performance and scour potential in-mind has shown to minimize future maintenance costs and aid the replacement structure in successfully reaching its design life span.



#### 3.0 CONCEPTUAL APPROACH

#### 3.1 Alternative Option A: Cast-in-Place Multi-Cell Reinforced Fixed Box Culvert

One possible replacement option is a reinforced concrete fixed box (RFB) culvert, consisting of triple 9' x 9' cells with concrete aprons and a beveled upstream face. The total width would be 30'-4" (along Raytown Road) and it would be 164' long (normal to Raytown Road), not including wings flared 30° and approximately 28'-9" long. The RFB culvert would cost approximately \$600,475.

The 9' x 9' openings would maintain existing flow capacity through the structure, while reducing the overall size of the structure. Since this option would be slightly smaller than the existing culvert, additional backfill would be required to stabilize the new culvert and channel, priced at \$77/cubic yard. This is the most economical design alternative, yet it offers the least improvement in hydraulic performance, and leaves little room for aesthetic features. It's possible that the profile of the pedestrian path would need to be raised slightly in order to maintain proper fill depth above the box culvert. An example of such a structure in-use is seen below.

Design Costs		
Right-of-Way	\$13,200	
Engineering Design*	\$75,000	
Permitting Costs	\$400	
Construction Costs		
Traffic Management	\$20,000	
Roadway Elements	\$250,000	
Structural Elements	\$600,475	
Construction Cost Subtotal	\$870,475	
Contingency Cost (15%)	\$130,575	
Inspection Costs**		
Part-Time Const. Inspection	\$60,000	
Total Project Cost Estimate \$1,149,650		

- \* Includes Engineering Design and Survey
- \*\* See section 6.0 for further clarification

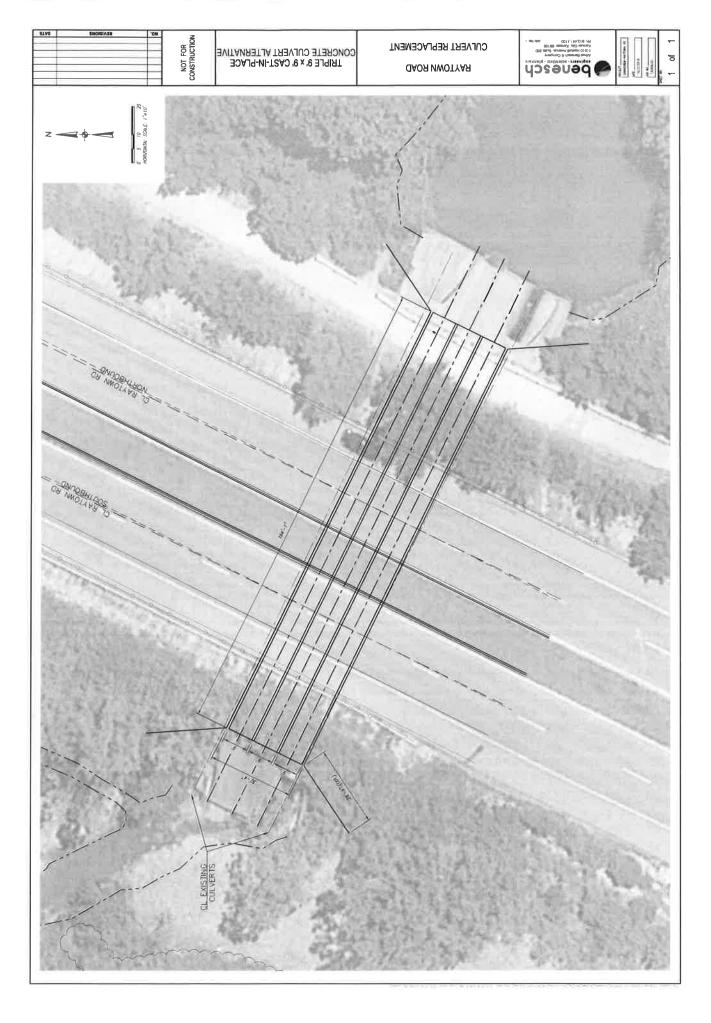


#### **Advantages**

- Lowest initial cost
- Low lifecycle costs
- Short construction duration
- Allows for future growth<sup>1</sup>

- Lack of accommodation for channel migration
- Lack of aesthetic opportunities
- Large backfill/excavation costs
- Possibility of erosion surrounding culvert
- Large ROW acquirement due to wing walls
- Little to no improvement in hydraulic performance

<sup>&</sup>lt;sup>1</sup> Little to no future development expected upstream, therefore, impact to structure would not be significant.





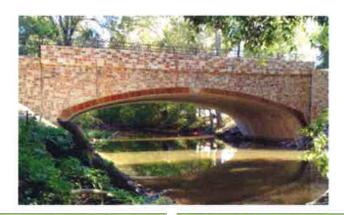
#### 3.2 Alternative Option B: Precast Arch

Another possible replacement option is a precast arch. Although many options are available, an O-1165 ConTech Precast Concrete Arch has been selected for purposes of this report. This structure would measure approximately 65' wide (along Raytown Road) x 164' long (normal to Raytown Road). Included in the following cost estimate are: the precast arch as a single unit, approximately 3' tall headwalls, and 20' long x 10'-6" tall wingwalls.

Although not included in this estimate, one additional feature is a variety of end treatments to enhance the aesthetic appeal of the arch, as shown below in a photo provided by ConTech. Multiple end treatments are available and would increase the headwall and wingwall price by 20-30%. The arch would most likely rest upon pedestal strip footings due to the highly erodible soil found at the project site. One benefit of utilizing a precast structure is reduced construction time as compared to a conventional cast-in-place culvert. Although the foundations would be cast-in-place, all other structural elements of the O-1165 are precast, allowing for an expedited construction schedule minimizing impact on the traveling public. An example of ConTech's precast arch with a colored masonry end treatment can be seen below.

Design Costs		
Right-of-Way	\$18,000	
Engineering Design*	\$75,000	
Permitting Costs	\$400	
Construction Costs		
Traffic Management	\$20,000	
Roadway Elements	\$250,000	
Structural Elements**	\$904,000	
Construction Cost Subtotal	\$1,174,000	
Contingency Cost (15%)	\$176,100	
Inspection Costs***		
Part-Time Const. Inspection	\$30,000	
Total Project Cost Estimate \$1,473,500		

- \* Includes Engineering Design and Survey
- \*\* Does not include foundation cost of approx. \$130,000
- \*\*\* See section 6.0 for further clarification

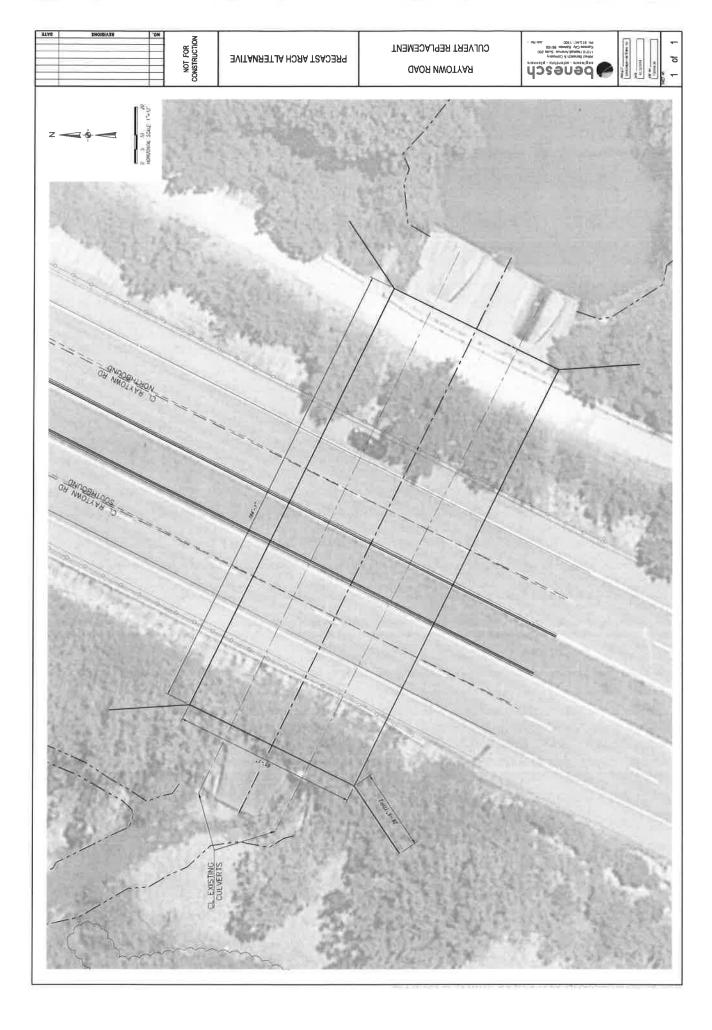


#### **Advantages**

- Expedited construction duration
- Allows for channel migration
- Increased hydraulic performance
- Allows for future growth<sup>1</sup>
- Minimizes erosion issues
- Provides aesthetic opportunities

- High initial cost
- Difficult to inspect and rehab
- Largest ROW acquirement required

<sup>&</sup>lt;sup>1</sup> Little to no future development expected upstream, therefore, impact to structure would not be significant.





#### 3.3 Alternative Option C: Twin Reinforced Concrete Haunched Slab 3-Span Bridges

A third possible replacement option is a set of twin reinforced concrete haunched slab bridges with a separate bridge for the pedestrian path. Information regarding the pedestrian bridge can be found in Section 3.5. These twin structures would be 3-span (30'-40'-30'), totaling 100' in length along Raytown Road, and would each be 38' wide to match the existing two 12' lanes of vehicular traffic and a 12' bicycle lane. The end and intermediate bents would all likely rest on driven H-piles. At an estimated \$100/square foot of deck area, this option would cost approximately \$858,800 for set of twin structures.

While popular in Kansas, the reinforced concrete haunched slab (RCSH) bridges are not yet widely used in Missouri. We believe this is mainly due to lack of contractor familiarity in building them, and not for structural or hydraulic performance issues. From Benesch's extensive design and bridge inspection experience, the RCSH bridge performs better hydraulically than most multi-span prestressed concrete structures due to a very shallow superstructure. Additionally, the RCSH requires very little maintenance as it progresses through its design life. The most frequent maintenance item that inspection reports have cited is the removal of drift or debris from its intermediate bents in large channels. As this project site's channel sees only minor debris, we do not foresee this being an issue. A downfall of a multi-span structure within this site's channel is the presence of highly erodible soil around the intermediate bents. Piles would need to be driven deep enough to prevent any scour from threatening the structural stability of the RCSH's substructure, increasing overall project costs. An example of a RCSH in-use can be seen below.

Design Costs		
Right-of-Way	\$10,425	
Engineering Design*	\$128,000	
Permitting Costs	\$400	
Construction Costs		
Traffic Management	\$20,000	
Roadway Elements	\$200,000	
Structural Elements	\$858,800**	
Construction Cost Subtotal	\$1,078,800	
Contingency Cost (15%)	\$161,820	
Inspection Costs***		
Part-Time Const. Inspection	\$60,000	
Total Project Cost Estimate	\$1,439,445	

- \* Includes Engineering Design and Survey
- \*\* Includes cost of Pedestrian Bridge (\$98,800) (No foundation included)
- \*\*\* See section 6.0 for further clarification

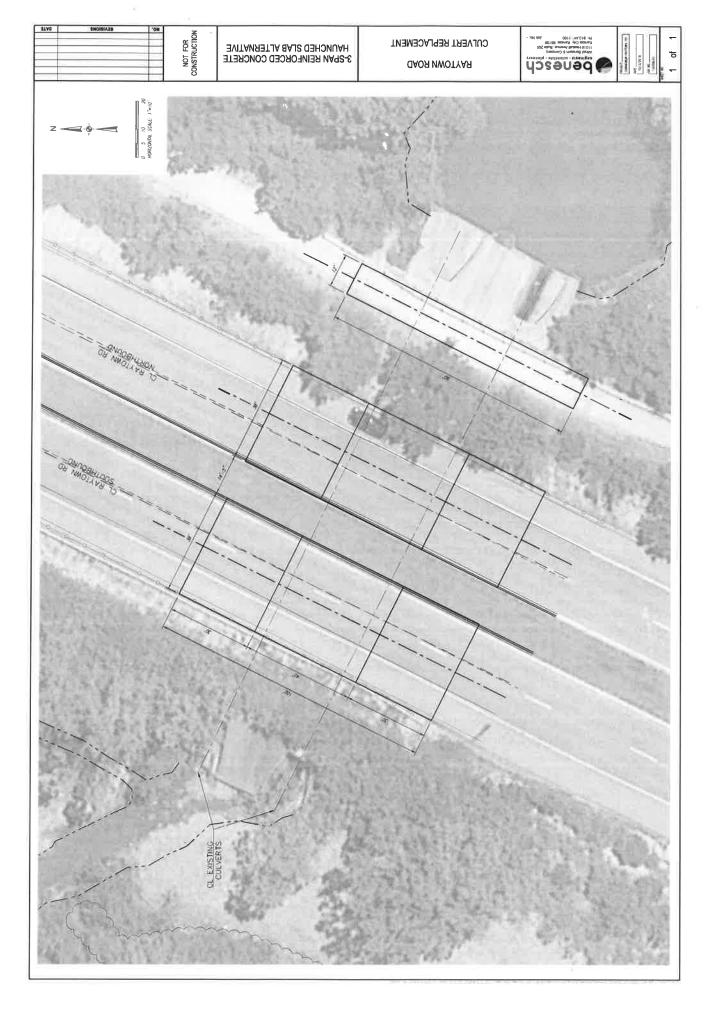


#### **Advantages**

- Low initial cost
- Low life cycle costs
- Increased hydraulic performance
- Expedited construction duration
- Allows for future growth<sup>1</sup>
- Could accommodate channel migration
- Minimizes erosion issues
- Less ROW acquirement

- Lack of aesthetic opportunities
- Scour and debris build-up possible around substructure

<sup>&</sup>lt;sup>1</sup> Little to no future development expected upstream, therefore, impact to structure would not be significant.





#### 3.4 Alternative Option D: Twin Prestressed Concrete Single-Span Bridges

A final possible replacement option is a twin prestressed concrete girder bridge. Similar to the previous option, a separate bridge for the pedestrian path would be necessary, and information for that can be found in Section 3.5. These structures would consist of MoDOT Type 6 I-girders and would span 100' along Raytown Road, with a width of 38' each to maintain the existing two 12' vehicular lanes and a 12' bicycle lane. At an estimated \$120/square foot of deck area, a single span configuration would cost approximately \$1,010,800.

This alternative would allow for a single-span option utilizing a deeper section relative to the RCSH. The single-span option would be more cost-effective because the use of intermediate bents could be avoided. End bents will be founded upon driven H-piles due to the site's soil conditions. A prestressed concrete girder bridge is preferred to the RCSH alternative due to contractor familiarity and comfortability. There is little room in or around the project site for staging of the prestressed beams, but once one or both directions of Raytown Road are closed then the beams may be able to be staged on the roadway until they're ready for placement. To improve aesthetic appeal of these structures, form liners may be added to the exterior faces of the deck for additional costs. An example of a single-span prestressed I-girder bridge can be seen below.

Design Costs			
Right-of-Way	\$10,425		
Engineering Design*	\$150,000		
Permitting Costs	\$400		
Construction Costs			
Traffic Management \$20,000			
Roadway Elements	\$200,000		
Structural Elements	\$1,010,800**		
Construction Cost Subtotal	\$1,230,800		
Contingency Cost (15%)	\$184,620		
Inspection Costs***			
Part-Time Const. Inspection	\$60,000		
Total Project Cost Estimate \$1,636,245			

- \* Includes Engineering Design and Survey
- \*\* Includes cost of Pedestrian Bridge (\$98,800) (No foundation included)
- \*\*\* See section 6.0 for further clarification

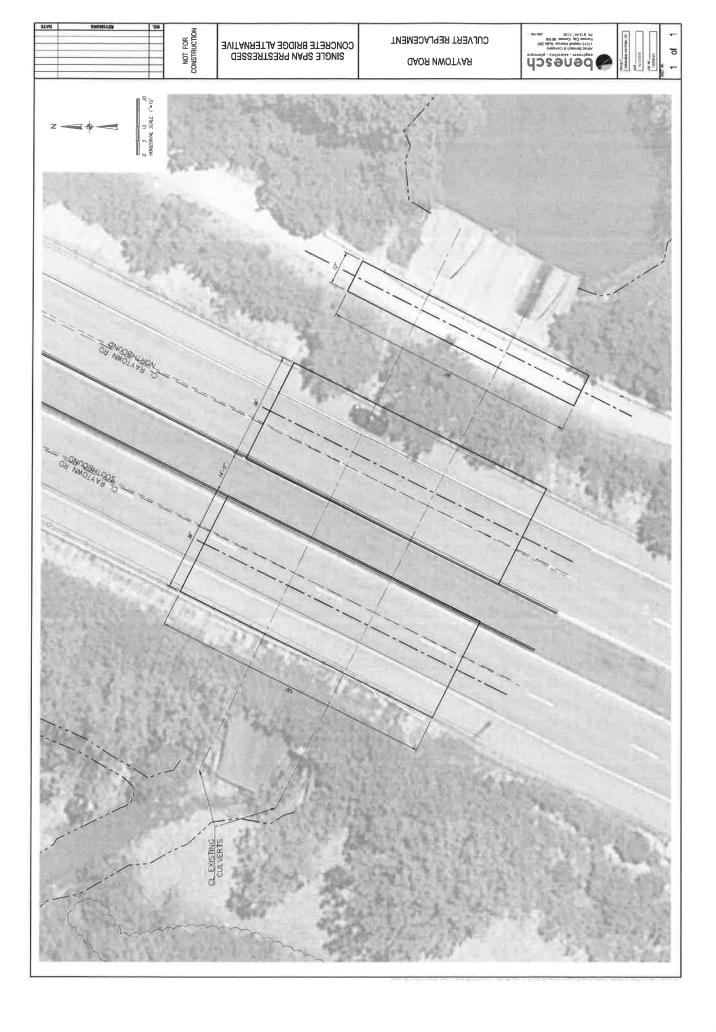


#### **Advantages**

- Low life cycle cost
- Increased hydraulic performance
- Allows for future growth<sup>1</sup>
- Could accomodate channel migration
- Provides aesthetic opportunities
- Minimizes erosion issues
- Contractor familiarity
- Adjustable span length

- Highest initial cost
- Longer construction duration
- Lack of available staging space at site

<sup>&</sup>lt;sup>1</sup> Little to no future development expected upstream, therefore, impact to structure would not be significant.





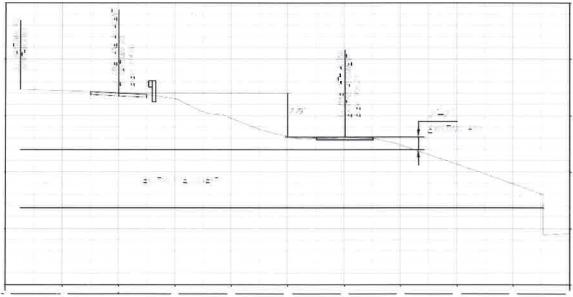
#### 3.5 Alternative Option C.2/D.2: Prefabricated Pedestrian Bridge

If the City elects to replace the existing culverts with bridge structures (either reinforced concrete haunched slab or prestressed concrete), the channel would be opened significantly. While this allows for a much more preferable hydraulic performance beneath the bridges, the existing ground under the pedestrian path would need to be excavated as well to allow the channel to flow into Longview Lake. The existing pedestrian path could then either be routed up to the bike lane along the eastern side of northbound Raytown Road, or a separate, prefabricated pedestrian bridge could be installed to maintain grade separation between the roadway and the path. Connecting the path to the bike lane along Raytown Road would require extensive path modification in order to maintain ADA-compliant slopes on its approach to the roadway elevation. The more aesthetic and pedestrian-friendly option is a 12' wide x 90' long "Express Truss" from ConTech. This bridge can be customized with a variety of characteristics and materials, however, for purposes of this report, an estimate was received based on the following customizations: a wood deck, unpainted weathering steel, steel tube handrails, and a connector-style truss. A 12' wide structure allows for

simultaneous fishing and scenic views of Longview Lake while providing ample clearance for cyclists and runners on the bridge. Although not included in this estimate, the two available options for the bridge's foundation are either soil- or pile-supported. This structure would weigh approximately 40,800 pounds, would be delivered in two pieces, and carries an estimated cost of \$98,800. An example of a ConTech prefabricated pedestrian bridge can be seen below.









A conceptual layout for each of the replacement options is included with this report. As shown in the attachments, the new structures remain perpendicular to the Raytown Road roadway alignment.

Based on the assumptions stated previously, the suggested structure replacement is a single-span prestressed concrete I-girder layout with a prefabricated pedestrian bridge. This replacement option offers the most effective and practical solution to the underlining inadequacies at this project site, including poor hydraulic performance and scour settlement issues, while also improving aesthetic and recreational appeal to pedestrians, and minimizing future maintenance costs. The prestressed concrete girder alternative is also very contractor-friendly and should yield numerous competitive bids when letting occurs.

#### 4.0 CONSTRUCTION TRAFFIC MANAGEMENT

Raytown Road carries an estimated ADT of 20,000 vehicles. As stated in the objectives, it would be ideal to maintain traffic flow along Raytown Road during construction. It may be possible to stage construction, which would allow two-way traffic to flow along either the northbound or southbound lanes during one phase, then alternating sides during a later phase. Traffic control, crossovers, and temporary shoring would be developed to facilitate this staging. The first phase of staging would involve removing half of the existing pipe structures while routing all traffic over the opposite roadway. Temporary shoring would be installed to maintain the roadway integrity of the undisturbed section. If the precast arch or culvert is selected as the replacement structure, half of its length would be constructed, fill material would be placed on top, and that side of

Raytown Road would be reconstructed. Traffic would then be diverted to this newly-completed side, and excavation of the opposite side begins. The temporary shoring shall be designed in such a manner as to allow it to remain in place between each phase, yet capable of retaining soil for both directions of construction. If the bridge structures are selected as replacements, temporary shoring is still required during construction, but only for retaining soil during the first phase. Should the road need to be closed during these replacements, a detour route is available to the west via Harry S. Truman Drive, Byars Road, and High Grove Road, totaling 2.54 miles (see photo to the right). No residents along Raytown Road will be closed off from access during construction, and the detour in any direction will only amount to a couple of minutes.



#### **5.0 ENGINEERING DESIGN**

Estimated engineering design costs for this project were projected based on previous projects of similar scope and complexity. For the concrete culvert, RCSH bridge, and prestressed concrete bridge alternatives, design plans are assumed to be developed according to current MoDOT standards and in a similar manner to previous projects that Alfred Benesch & Company has completed for the State. The estimated engineering design cost for these alternatives are summarized in Table 2. For the precast arch alternative, Benesch engineers will coordinate with ConTech representatives to identify all necessary design details, but the final set of structural plans will originate from ConTech's standard library. This aids in reducing the design fee as a moderate portion of the submittal plans will have already been completed by ConTech.

#### **6.0 CONSTRUCTION INSPECTION**

This project is assumed to be funded entirely by Grandview funds, thus construction inspection services meeting the City's standards (not MoDOT's) would be necessary. It is assumed that a consultant will provide part-time construction observation for this replacement project. The preliminary estimate for the total working days for this project ranges from 60 to 100 days (5-20 weeks) depending on the selected replacement structure. One inspector is expected to be able to handle the construction observation. The primary inspector would be onsite for 4 hours per day for the duration of the project. The total estimated construction inspection costs are summarized for each design alternative in Table 2.



#### 7.0 PROJECT COST ESTIMATE

The ultimate objective of this conceptual study was to identify possible design alternatives and provide preliminary project costs for each. A breakdown of each cost estimate is shown in the table below. Costs are provided for each of the areas identified in the project scope and objectives section of this submittal. Considering this is a conceptual study, a contingency cost of 15% was added to the construction subtotal. The intent of the contingency cost is to account for unforeseen variables not covered in this conceptual evaluation.

Table 2 – Summary of Design Alternative Project Costs

Design Alternative	Triple 9'x 9' Box Culvert	Precast Arch	Reinforced Concrete Haunched Slab	Prestressed Concrete I-Girder
Design Costs				
Right-of-Way	\$13,200	\$18,000	\$10,425	\$10,425
Engineering Design*	\$75,000	\$75,000	\$128,000	\$150,000
Permitting Costs	\$400	\$400	\$400	\$400
Construction Costs				
Traffic Management	\$20,000	\$20,000	\$20,000	\$20,000
Roadway Elements	\$250,000	\$250,000	\$200,000	\$200,000
Structural Elements	\$600,475	\$904,000	\$858,800**	\$1,010,800**
Construction Cost Subtotal	\$870,475	\$1,174,000	\$1,078,800	\$1,230,800
Contingency Cost (15%)	\$130,575	\$176,100	\$161,820	\$184,620
Inspection Costs***	-11			
Part-Time Const. Inspection	\$60,000	\$30,000	\$60,000	\$60,000
Total Project Cost Estimate	\$1,149,650	\$1,473,500	\$1,439,445	\$1,636,245

<sup>\*</sup> Includes Engineering Design & Survey

<sup>\*\*</sup> Includes cost of Pedestrian Bridge (\$98,800) (No foundation included)

<sup>\*\*\*</sup> See section 6.0 for further explanation











11010 Haskell Ave. Suite 200 Kansas City, Kansas 66109



August 12, 2019

Earl Newill, P.E.
Deputy Director/County Engineer
Department of Public Works
Jackson County, MO

Mr. Newill,

After significant rainfall events in July and August 2017, City of Grandview Public Works staff learned of a collapse at the Jackson County trail that runs over double pipe roadway culverts located 4000 feet south of Harry Truman Drive under Raytown Road, adjacent to Longview Lake. The trail is the responsibility of Jackson County, but the settlement of the roadway culverts, is the responsibility of the City.

City and Jackson County Parks staff mutually agreed that a project needed to be planned and designed for to replace the roadway and trail crossings on Raytown Road at Longview Lake. The City solicited for engineering services and received five responses from local reputable design firms. After interviewing the two best responses, the City with the input of Jackson County Parks staff, determined that Alfred Benesch & Company was the best firm to do the work.

The first phase of preliminary engineering services has been completed, and a recommendation to replace the existing double pipe culverts with twin bridges has been determined. Final contract plans and construction documents are now required in order to eventually bid a bridge replacement construction project.

An ordinance will be presented to the Grandview Board of Alderman on August 13, 2019 seeking authorization for contract approval for services from Alfred Benesch & Company to complete the final design plans and construction contract documents required for bidding. The costs for these services are \$181,367.00. The City of Grandview is requesting that the Jackson County legislature recommend this design services contract for the Storm Water Grant Funds available to Jackson County through the Missouri Department of Natural Resources (MoDNR) at 50 percent cost participation, or \$90,683.50.

The City will delay the notice to proceed to Alfred Benesch & Company for the design contract services until a response is received from Jackson County and MoDNR regarding this grant request.

Thank you very much for your consideration.

Sincerely.

Jaclyn White, P.E, PTOE, Assoc. DBIA

Jackyn What

City Engineer

July 2, 2019

Mr. Chris Jenkins, Project Manager Jackson County Stormwater Commission 303 West Walnut Independence, MO 64050

RE:

Jackson County Stormwater Commission - Stormwater Letter of Commitment

Dear Mr. Jenkins:

The Missouri Department of Natural Resources is pleased to offer funds for storm water loans and grants to first class counties, entitlement cities, and the Metropolitan St. Louis Sewer District (MSD) for storm water control projects. Storm water control projects include control plans, stormwater studies, and construction projects.

The program is administered under 10 CSR 20-4.061 Storm Water Grant and Loan Program. Available funds must be distributed proportionately to eligible recipients by latest census population. The 2010 census was used to calculate the Jackson County share. Enclosed is a chart detailing the distribution of loan and grant funds that are available to eligible entities.

Jackson County is eligible for grant funds of \$91,712 and loan funds of \$91,712. Grant allocations can be used for 50 percent project cost. The county must provide 50 percent match, which may come from the county loan allocation.

Please consider this as a letter of intent to provide funds to the county. Recipients interested in applying for this funding opportunity should return a complete application by **November 30**, **2019**. If a complete application is not received by that date, the funds allocated to you will be recovered and re-offered to other eligible storm water entities. Complete applications will include a basin plan for the project. Basin plan requirements are detailed in 10 CSR 4.061 (3) General Requirements.

Each eligible recipient must form a Storm Water Coordinating Committee (SCC). For entitlement cities, the SCC shall consist of a committee or organization unit designated by the city. In St. Louis City and County, the SCC shall consist of a committee or organizations unit designated by the Executive Director of MSD. In all other eligible counties, the SCC must be representative of the county government and incorporated municipalities in the county. When choosing projects, keep in mind that construction projects funded by these grant and loan monies must be awarded within 12 months of this letter. For planning projects, some funds must be spent within 24 months of this letter. In order to meet these deadlines, you should proceed with project development as quickly as possible once your application is accepted.



Mr. Chris Jenkins, Project Manager July 2, 2019 Page 2

An application for this opportunity is enclosed and is available at the following address: <a href="https://dnr.mo.gov/forms/docs/780-2882-f.pdf">https://dnr.mo.gov/forms/docs/780-2882-f.pdf</a>. Please contact Ms. Emilie Peterson, at 573-526-0828 or <a href="mailto:Emilie.Peterson@dnr.mo.gov">Emilie.Peterson@dnr.mo.gov</a>, with any questions. The application should be returned to Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176. Thank you.

Sincerely,

WATER PROTECTION PROGRAM

Hannah Humphrey, Director Financial Assistance Center

Hamah Hundrey

HH:epn

**Enclosures** 



# MISSOURI DEPARTMENT OF NATURAL RESOURCES WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER STORMWATER GRANT OR LOAN APPLICATION

Submit to: P.O. Box 176, Jefferson City, MO 65102-0176 Attn: Financial Assistance Center

FOR OFFICE	USE ONLY
DATE RECEIVED	
LOAN/ GRANT NUN	MBER

APPLICANT INFORMATION	olotarios et	JII.O.			
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Ext.  AUTHORIZED REPRESENTATIVE NAME			AUTHORIZED REPRESENT	ATIVE TITLE	
AUTHORIZED REFRESENTATIVE NAME			Actionizes its recent		
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION			TELEPHONE NUMBER WIT		
STATE SENATE DISTRICT NUMBER(S) FOR PROJECT			STATE REPRESENTATIVE		MBER(S) FOR PROJECT
ENGINEERING CONSULTANT INFORMATI	ON				
CONSULTING ENGINEER		J. 1 (2 m) 14 (4)			
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CITY			STATE		ZIP CODE + FOUR
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GENERAL AND FINANCIAL INFORMATION				NEW GO	
Current Monthly User Charge Storm Water: (Attach		te Ordinances)		32400	The same of the sa
\$					
Population Served:			Number of Customer	s:	
Does applicant have an adequate accounting syste	m? (Attach I	atest year-end fi	nancial report or audit)	Yes	☐ No
Amount of Storm Water Operating Reserve \$ \$	edian House	ehold Income of	Service Area	Outs \$	tanding Storm Water Debt
ESTIMATED PROJECT COST INFORMATION 20-4.061 (5) for cost eligibility) Attach addition			APPLICANT FINA		
Cost Estimate Dated:	Grant	Loan	If Applicable: How v		plicant repay the loan? If by waser rate.
Land	\$	\$			
Administrative/Legal	\$	\$			
Engineering – Planning and Design	\$	\$			
Engineering – Construction Services	\$	\$			
Engineering – Construction Inspection	\$	\$			
Construction	\$	\$			
Equipment	\$	\$	Bond Information	Debt Inst	trument
Storm Water Control Plan Development	\$	\$	Date of Ballot Appr	oval:	
Contingency (5% of Construction)	\$	\$	Anticipated Date fo	r Bond Ele	ection:
Total Project Costs	\$	\$	General Obliga	tion Bond	s \$
Closing Costs (Loan Only) (Typically \$1,000)	\$	\$	Revenue Bond	\$ \$	
Loan amount requested	\$	\$	☐ No Bonds Avail	able	

MO 780-2882 (06/19)

(ATTACH ADDITIONAL PAGES AS NEEDED OR ENGINEERING REPORT, IF AVAILABLE)	
3	
STORM WATER COORDINATING COMMITTEE	EL TV TSTATESINGENIANSEN
Applicant has formed a Storm Water Coordinating Committee (see 10 CSR 20-4.061 (2	(VII) Plaged list mambars:
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ADDITIONAL DOCUMENTATION	经分类的经济的 化苯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
THE APPLICANT HAS INCLUDED WITH THIS APPLICATION:	
Comprehensive Storm Water Management Plan (see 10 CSR 20-4.061 (3)(D) for requir	rements)
Project Specific Basin Plan (see 10 CSR 20-4.061 (3)(D)2 for requirements)	
Resolution of Governing Body designating an authorized representative (form attached)	
CERTIFICATION	
The undersigned authorized representative certifies that the information submitted in this ap	oplication is true and correct to the best
of his/her knowledge and that he/she is authorized to sign and submit this application. The is awarded on the basis of this application, to comply with all applicable rules and regulation	applicant agrees, if a loan and/or grant
Resources and the terms and conditions of the loan and/or grant agreement. <b>Incomplete a</b>	pplications will be returned.
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE	
NAME AND OFFICIAL TITLE (TYPE OR PRINT)  TELEPHONE NUMBER WITH AR	
Ext.	EA CODE
PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER DATE	STORY OF THE STORY
NAME AND TITLE (PRINT OR TYPE)  TELEPHONE NUMBER WITH ARE	EA CODE
MO 780-2882 (08/19)	

#### RESOLUTION OF GOVERNING BODY OF APPLICANT **RESOLUTION NO.** \_

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo.).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, ti in

O١	W, THEREFORE, be it resolved by	
		verning body of applicant)
١.	That(designated official)	be and he/she is hereby authorized to execute and
	(designated official)	
	file an application on behalf of	# 1 Compliance
		(legal name of applicant)
	with the State of Missouri for a loan and/or gr	ant to aid in the constitution of
	(brief project description)	
		10
2.	That (name of authorized official)	(title)
	to the Missouri Department of Natural Resour- receive payment on behalf of the applicant.	n behalf of the applicant, to furnish such assurance ces as may be required by law or regulation, and t
'n	to the Missouri Department of Natural Resour- receive payment on behalf of the applicant.	ECORDING OFFICER
Γh	to the Missouri Department of Natural Resour receive payment on behalf of the applicant.  CERTIFICATE OF R  te undersigned, duly qualified and acting	ECORDING OFFICER  (title of officer)
Γh	to the Missouri Department of Natural Resour receive payment on behalf of the applicant.  CERTIFICATE OF R  te undersigned, duly qualified and acting	ECORDING OFFICER  (title of officer)
۲h	to the Missouri Department of Natural Resour receive payment on behalf of the applicant.  CERTIFICATE OF R  te undersigned, duly qualified and acting	of the
	to the Missouri Department of Natural Resourcecive payment on behalf of the applicant.  CERTIFICATE OF Resource undersigned, duly qualified and acting	ECORDING OFFICER  (title of officer)  less hereby certify: That the attached resolution is a
	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Resource undersigned, duly qualified and acting	ECORDING OFFICER  of the  (title of officer)  es hereby certify: That the attached resolution is a
	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Resource undersigned, duly qualified and acting	ECORDING OFFICER  (title of officer)  less hereby certify: That the attached resolution is a
	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Research and acting	ECORDING OFFICER  of the of the title of officer)  es hereby certify: That the attached resolution is a a legally convened meeting of the i on the day of,
tru	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Research and acting	ECORDING OFFICER  of the of the of the title of officer)  res hereby certify: That the attached resolution is a rea legally convened meeting of the resolution is a real on the day of,  refully recorded in the journal of proceedings and
tru	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Resource and acting	ECORDING OFFICER  of the a legally convened meeting of the day of  fully recorded in the journal of proceedings and we hereunto set my hand this day of
tru	to the Missouri Department of Natural Resource receive payment on behalf of the applicant.  CERTIFICATE OF Research and acting	ECORDING OFFICER  of the

SEAL (If applicant has an official seal, impress here.)

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

A RESOLUTION authorizing the final sale of eight surplus parcels of real property within the Parks + Rec Department.

**RESOLUTION NO. 20257, September 16, 2019** 

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 19986, dated September 17, 2018, the Legislature did declare surplus eight parcels of real property totaling 62.5 acres within the Parks + Rec Department and authorize their sale by way of auction; and,

WHEREAS, pursuant to chapter 11 of the Jackson County Code, the Director of Finance and Purchasing issued Request for Proposals 68-18 for real property auctioneer services to dispose of surplus property; and,

WHEREAS, one response was received from Higgenbotham Auctioneers of Lakeland, FL; and,

WHEREAS, Higgenbotham Auctioneers was awarded the contract at no cost to the County; and,

WHEREAS, on August 15, 2019, a public auction was held by Higgenbotham Auctioneers and the Parks + Rec Department for the sale of the eight surplus real property parcels; and,

WHEREAS, the high bids on the eight parcels totaled \$194,600.00; and,

WHEREAS, earnest money in the amount of ten percent of the highest bid price was paid by each buyer at the end of the auction, and has been held in escrow by Secured Title of Kansas City, MO; and,

WHEREAS, marketing expenses totaling \$15,000.00 will be reimbursed to Higgenbotham Auctioneers from the closing proceeds of the sale; and,

WHEREAS, the net proceeds payable to the County will be \$179,600.00, payable at the closing of the sale which will be held thirty days after legislative approval of the sale; and,

WHEREAS, William Brant of Kansas City, MO, high bidder for parcel No. 5, will assign ownership to Brant Wetlands LLC., of Kansas City, MO; and,

WHEREAS, with the proceeds of the sale, the Parks + Rec Department desires to purchase trucks and a mower, and an appropriation of funds for this purchase will be requested upon receipt of the proceeds of the sale; and,

WHEREAS, pursuant to Chapter 11 of the Jackson County Code, the Director of Finance and Purchasing recommends the acceptance of the high bids received at the auction for the eight real property parcels that were previously declared surplus,

final sale, and the authorization to execute any documents necessary to complete the sale; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute any and all documents necessary for the accomplishment of this sale.

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 res 16, 2019, was duly passed on Legislature. The votes thereon were as follows:	solution, Resolution No. 20257 of Septembe , 2019 by the Jackson Count lows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

## REQUEST FOR LEGISICATIVE ACTIONCE

SEP 03 2019

Version 6/10/19

Completed by County Counselor's Office: Res/Ord No.: 20257

Sponsor(s): Tony Miller

Date:

September 16, 2019

SUBJECT	Action Requ					
	Resoluti					
	Project/Title	e: Authorizing the final sale of ei	ght parcels	of real propert	y declared surply	s by Parks + Rec, and
		the Director of Finance to execut				
DUDGET						
BUDGET INFORMATION	Amount a	thorized by this legislation this f	iscal vear			\$
To be completed		reviously authorized this fiscal ye				
By Requesting		unt authorized after this legislativ				\$
Department and		udgeted for this item * (including				\$
Finance	Source of	funding (name of fund) and accord	unt code nu	ımber:		\$
		cludes additional funds for other expenses NANCIAL INFORMATION;	s, total budget	ted in the account is	s: \$	
	No bud	get impact (no fiscal note require	d)			
	Term an	nd Supply Contract (funds approv	red in the a	nnual budget);	estimated value	and use of contract:
	Departi			nated Use:		
		Budget (if applicable):				
		Actual Amount Spent (if applicab	ole):			
PRIOR LEGISLATION		inces and (date): tions and (date): 19986 (Septemb	or 2018)			
CONTACT	THOI ICSOID	tions and (date). 19980 (Septeme	CI 2010)			
INFORMATION	RLA drafte	d by (name, title, & phone): Katio	e Bartle, Se	enior Buyer, 81	6-881-3465	
REQUEST				- 1 1 100		2010 D
SUMMARY		ls of real property were declared of the Jackson County Code, the				
		actioneer Services to dispose of the				
	Higgenboth	nam Auctioneers of Lakeland, FL no cost to the County.				
	On Thursda	ay, August 15, 2019 a public auct	ion was he	ld by Higgenbo	otham Auctionee	rs and Parks + Rec to
	auction said	d real property. The results of the	auction ar	re as follows:		
					Buyer	Total Purchase
	Parcel	Parcel Number	Size	High Bid	Premium	Price
	1.0	49-420-02-31-00-0-00-000	36.12	\$100,000	\$10,000	\$110,000
	2.0	49-420-04-07-00-0-00-000	3.51	\$50,000	\$5,000	\$55,000
	3.0	49-420-05-02-00-0-00-000	1.16	\$3,600	\$360	\$3,960
	4.0	49-330-07-01-00-0-00-000	0.25	\$2,000	\$200	\$2,200
	5.0	49-420-01-07-00-0-00-000	1.86	\$2,000	\$200	\$2,200
	6.0	65-600-01-17-00-0-000	1.2	\$3,000	\$300	\$3,300
	7.0	65-600-01-08-00-0-00-000	8.25	\$28,000	\$2,800	\$30,800
	8.0	07-310-01-44-00-0-00-000	8.74	\$6,000	\$600	\$6,600
			61.09	\$194,600	\$19,460	\$214,060
	Farnest mo	onies of 10% of the High Bid pric	e was naid	by each buyer	at the end of the	auction, and is being held
		by Secured Title of Kansas City,				
	III CSCIOW L	, secured ritio of Ransas City,	. wank	owberres	The same with the	tio, out in the part to

			ers from the closing proceeds of the sa is to be held thirty days after Legisla		able to the County will			
		Grandview Road, Kansas	iam Brant of Kansas City, MO, the high City, MO 64132), to assign ownersh ssignment is attached for reference.					
	Parks + Rec intends to purchase trucks and a mower with the proceeds of this sale. Appropriation of funds for these purchases will be requested upon receipt of the proceeds of the sale.							
		high bids received at auc	f the Jackson County Code, the Direction for real property declared surplus s necessary to complete the sale.					
CLEAR	ANCE	Toy Classonas Comm	dated (Dunchasing & Danatasant) N/					
		Business License Ve	pleted (Purchasing & Department) N/A rified (Purchasing & Department) N/A ce - Affirmative Action/Prevailing Water	A	ffice) N/A			
COMPL	IANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals	Not Applicable					
ATTACI	HMENTS	Spreadsheet showing par Agreement for assignment	cel information and auction results, C nt of Parcel No 5.0	Contract for each parcel si	gned by the buyer,			
REVIEW	V	Department Directory	Hournes		Date: 8-29-19			
		Finance (Budget Approv If applicable	ad):		Date:			
		Division Manager:	Min. MIA		Date:			
		County Counselor's Offi	co. B		Date			
	-		Man Cumorey		9/10/19			
Fiscal I	nformatio	on (to be verified by B	udget Office in Finance Depart	ment)				
	This expen	diture was included in the	annual budget.					
	Funds for t	his were encumbered from	the	Fund in				
	is chargeab	le and there is a cash balar	nbered to the credit of the appropriation content of the transfer of the obligation herein a	easury to the credit of the				
	Funds suff	icient for this expenditure	will be/were appropriated by Ordinan	ce#				
	Funds suffi	icient for this appropriation	are available from the source indica	ted below.				
	Account 1	Number:	Account Title:	Amount Not to Exceed				
			nd does not obligate Jackson County					
-			necessity, be determined as each using					
V 49	This legislative action does not impact the County financially and does not require Finance/Rudget approval							

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** transferring \$96,005.00 within the 2019 Anti-Crime Sales Tax Fund to cover the cost of salary expenses for the restructuring and creation of new positions within the COMBAT Administration.

**RESOLUTION NO. 20258**, September 16, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the COMBAT Administration desires to add a new crime analyst and support position to assist with financial/grant reporting and development of internal control procedures and processes and the consolidation of the PDMP program into the COMBAT Administration; and,

WHEREAS, a transfer is needed to place the funds necessary for these changes in the proper spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 Anti-Crime Sales Tax Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund COMBAT PDMP			
008-4406 008-4406	55010- Regular Salaries 55040- FICA	\$72,369 \$ 5,490	
008-4406	55050- Pension Contribution	\$ 2,610	
008-4406	55060- Insurance Benefits	\$14,136	
008-4406	57010-Office Supplies	\$ 500	
008-4406	58171-Personal/Comp./Acc.	\$ 900	

COMBAT Administration		
008-4401	55010-Regular Salaries	\$72,369
008-4401	55040-FICA Taxes	\$ 5,536
008-4401	55050-Pension Contribution	\$10,103
008-4401	55060- Insurance Benefits	\$ 6,597
008-4401	58171-Personal Comp./Accs.	\$ 1,400

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature. APPROVED AS TO FORM: ounty Counselor

Certificate of Passage I hereby certify that the attached resolution, Resolution No. 20258 of September 16, 2019, was duly passed on \_\_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows: Nays \_\_\_\_\_ Yeas \_\_\_\_\_ Absent \_\_\_\_\_ Abstaining \_\_\_\_\_ Mary Jo Spino, Clerk of Legislature

Date

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

**ACCOUNT NUMBER:** 

008 4406 55010

**ACCOUNT TITLE:** 

Anti-Crime Sales Tax Fund

COMBAT PDMP

Regular Salaries

NOT TO EXCEED:

\$72,369.00

ACCOUNT NUMBER:

008 4406 55040

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

**COMBAT PDMP** 

**FICA Taxes** 

NOT TO EXCEED:

\$5,490.00

ACCOUNT NUMBER:

008 4406 55050

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

**COMBAT PDMP** 

**Pension Contribution** 

NOT TO EXCEED:

\$2,610.00

ACCOUNT NUMBER:

008 4406 55060

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

COMBAT PDMP

**Insurance Benefits** 

NOT TO EXCEED:

\$14,136.00

ACCOUNT NUMBER:

008 4406 57010

**ACCOUNT TITLE:** 

Anti-Crime Sales Tax Fund

COMBAT PDMP

Office Supplies

NOT TO EXCEED:

\$500.00

ACCOUNT NUMBER:

008 4406 58171

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

**COMBAT PDMP** 

Personal Computers/Accessories

NOT TO EXCEED:

\$900.00

Date

Chief Administrative Officer

## REQUEST FOR LEGISLATIVE ACTION

## Version 6/10/19

Completed by County Counselor's Office: Res/Qrad No.: 20258

Date:

Sponsor(s): Dan Tarwater III September 16, 2019

SUBJECT	Action Requested × Resolution Ordinance	
	Project/Title: Transferring funds in the 2019 Anti-Crime Sales Tax Fund to cover salary	expenses in COMBAT
DATE OF THE	Administration.	
BUDGET	The state of the s	
INFORMATION	Amount authorized by this legislation this fiscal year:	\$96,004.81
To be completed	Amount previously authorized this fiscal year:	0.00
By Requesting	Total amount authorized after this legislative action:	\$96,004.81
Department and	Amount budgeted for this item * (including transfers):	\$96,004.81
Finance	Source of funding (name of fund) and account code number:	
	Source of failume of failure and and account code failures.	
	FROM	
	Anti-Crime Sales Tax Fund	
		972 269 52
	008-4406-55010 Regular Salaries	\$72,368.52
	008-4406-55040 FICA	\$5,490.29
	008-4406-55050 Pension	\$2,610.00
	008-4406-55060 Insurance Benefits	\$14,136.00
	008-4406-57010 Office Supplies	\$500.00
	008-4406-58171 Personal Computers	\$900.00
	TO	
	008-4401-55010 Regular Salaries	\$72,368.52
	008-4401-55040 FICA	\$5,536.19
	008-4401-55050 Pension	\$10,102.65
	008-4401-55060 Insurance Benefits	\$6,597.45
	008-4401-58171 Personal Computers	\$1,400.00
	VVV 1101 301711 visonal compators	\$1,100.00
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:	
	OTHER FINANCIAL INFORMATION	
	No hudget immest (no fiscal note required)	
	No budget impact (no fiscal note required)	
	Term and Supply Contract (funds approved in the annual budget); estimated value a	ind use of contract:
	Department: Estimated Use:	
	Prior Year Budget (if applicable):	
	Prior Year Actual Amount Spent (if applicable):	
PRIOR	Prior ordinances and (date):	
LEGISLATION	Prior resolutions and (date):	
CONTACT		
INFORMATION	RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 816-881-3	369
REQUEST	Resolution requesting to transfer funds in the 2019 Anti-Crime Sales Tax Fund to cover	salary expenses related
SUMMARY	to supporting division restructuring and creation of new positions in the COMBAT Adr	
	of these funds will support the creation of one (1) Crime Analyst position and one (1) so	
	with financial/grant reporting and development of internal control procedures and procedures	
	includes consolidation of DEPTID 4406 with 4401.	sses. Restructuring
CLEARANCE	morades consolidation of DEL 11D 4400 with 4401.	
CLEARANCE	Tay Clearance Completed (Durchasing & Denortment)	
	Tax Clearance Completed (Purchasing & Department)	
	Business License Verified (Purchasing & Department)	200
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Of	rice)

COMPLIANCE	MBE Goals WBE Goals		11	
	☐ VBE Goals			
ATTACHMENTS				
REVIEW	Department Director:	en (to)		Date: /9/2019
	Finance (Budget Approx If applicable			Date: 18/19
	Division Manager:	Jean Peters Baker		Date: 9/9/19
	County Counselor's Offi	ice: Bluan Covinsk		Date: 9/10/19
			1	
	6 1 16 11 B	1 + O. C		
Fiscal Information	on (to be verified by B	udget Office in Finance Depar	ment)	
This expen	diture was included in the	annual budget.		
Funds for t	his were encumbered from	the	Fund in	
There is a b	palance otherwise unencum	nbered to the credit of the appropriati	on to which the expenditu	ire
is chargeab	le and there is a cash balar	nce otherwise unencumbered in the tr	easury to the credit of the	fund from which
payment is	to be made each sufficient	to provide for the obligation herein	authorized.	
Funds suffi	cient for this expenditure	will be/were appropriated by Ordinan	ce#	
D	-1A C	lable from the course in disc	tad halaw	
Funds suffi	cient for this appropriation	are available from the source indica	ted below.	
Account 1	Number:	Account Title:	Amount Not to Exceed	
-				
☐ This award	is made on a need basis as	nd does not obligate Jackson County	to pay any specific amoun	nt. The availability of
funds for sp	pecific purchases will, of n	ecessity, be determined as each using	g agency places its order.	
This legisla	tive action does not impac	et the County financially and does no	require Finance/Budget	approval.

## **Fiscal Note:**

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

	Po	C#						
Date:	September 10, 2019					RES#	2025	8
Depart	ment / Division	Char	ac	ter/Description	Fror	n	То	
008	Anti-Crime Sales Tax Fund	_						
4406	COMBAT PDMP	5501	0	Regular Salaries	\$	72,369	\$	
4406	COMBAT PDMP	5504	0	FICA Taxes		5,490		
4406	COMBAT PDMP	5505	0	Pension Contribution		2,610		
4406	COMBAT PDMP	5506	0	Insurance Benefits		14,136		
4406	COMBAT PDMP	5701	0	Office Supplies		500		
4406	COMBAT PDMP	5817	1	Personal Computers/Accessorie		900		
4401	COMBAT Administration	5501	0	Regular Salaries				72,369
4401	COMBAT Administration	5504	0	FICA Taxes				5,536
4401	COMBAT Administration	5505	0	Pension Contribution				10,103
4401	COMBAT Administration	5506	0	Insurance Benefits				6,597
4401	COMBAT Administration	5817	1	Personal Computers/Accessorie	s			1,400
		e					_	
							,	
		_						
							:•;	
	11				\$	96,005	\$	96,005

Page 1 of 1



## JACKSON COUNTY Human Resources Department

415 East 12th Street, First Floor Kansas City, Missouri 64106 www.jacksongov.org (816) 881-3135

Fax: (816) 881-3474

	CO.	
•	( ) ·	

Dennis Dumovich, Director of Human Resources

FROM:

Michelle Chrisman, Deputy Director M

DATE:

August 29, 2019

RE:

Job Evaluation Study, Recommendation and Approvals

JOBS STUDIED
Title: Prescription Drug Monitoring Program
Job Code: 4406-00071-001
Pay Level: G12
Number of Positions: 1
Number Remaining: 0
FLSA Code/Category: EX/ADMIN

RECOMMENDATION
Title: Budget Coordinator
Job Code: 4401-04213-001
Pay Level: G10
Number of Positions: 1
Total Number of Positions: 1
FLSA Code/Category: NE

ASSOCIATES AFFECTED					
NAME		ASSOCIATE NUMBER	OLD RATE	NEW RATE	
Vacant	== = = = = = = = = = = = = = = = = = =	7		\$20.83	

Mah M. Olayana, 8/20/19	APPROVAL SIGNATURES	
Director of Human Resources Date	County Executive	Date
Appointing Authority Date	Division Manager	Date
Approved by Deputy Dir. Budget/Payroll:	Effective Date	

NOTE: <u>Appointing Authority</u> – Please forward to Dep. Dir. <u>Budget/Payroll</u>. <u>Dep. Dir. <u>Budget/Payroll</u> – Please forward to Division Manager. <u>Division Manager</u> – Please forward to County Executive. <u>County Executive</u> – Please forward to Human Resources. The Human Resources Department will notify the Division/Department. Please notify the Human Resources Department in the event of non-approval.</u>

## JACKSON COUNTY JOB DESCRIPTION

TITLE: Budget Coordinator

PAY LEVEL: G10

CODE: 4401-04213-001

WORKING TITLE: Budget Coordinator

FLSA: NE

DATE: <u>08/29/2019</u>

DIVISION: Prosecutor's Office

**DEPARTMENT: COMBAT** 

BARGAINING UNIT POSITION: No

CIRCUMSTANCE: Reclassification

LOCATION: Kansas City Courthouse

ADMINISTRATOR: Katherine Swing

SUPERVISES: N/A

PERCENTAGE OF TIME	ACCOUNTABILITIES
30%	1. Monitor Department budget, finances and Purchasing/Procurement activity.
15%	2. Prepare and follow requests for legislative actions.
15%	3. Review and process all purchase requisitions and direct pay payment approval after verifying fund availability and policy compliance.
5%	4. Review and process all department travel, which includes advances, expense reports, and special circumstances.
25%	5. Audit control of department and agency funds; track outstanding reports and process Combat agency payments.
10%	6. Assist in preparation of all phases of the County budget, which includes the requested budget, recommended budget and the approved budget.

## SCOPE:

The associate in this class is responsible for all budgeting and financial matters of Combat, including tracking all funding and expenditures; budget preparation, tracking procurement and purchasing activity. Responsible for generating monthly and weekly financial reports. This associate will work closely with the Program Manager to distribute funds to contracted funded agencies. The associate in this position will report to the Director and/or Deputy Director.

## KNOWLEDGE AND SKILLS: (\*Required prior to employment)

- 1. Knowledge of department policies and procedures.
- 2. Knowledge of County budgeting procedures and policies.
- 3. Knowledge of procedures regarding budget control.
- 4. Knowledge of County travel policy, expense limits, etc.
- 5. Knowledge of personnel and payroll procedures, policies, codes and forms related to hiring, pay increases and personnel transactions.
- 6. Knowledge of purchasing procedures, policies, codes and forms.
- \*7. Knowledge of accounting techniques and methods.
- 8. Knowledge of pertinent county ordinances, resolutions, County Executive Orders and Personnel Rules.

## KNOWLEDGE AND SKILLS: (Continued)

- \*9. Knowledge of recordkeeping related to budgets, purchase requisitions, payroll information and travel.
- 10. Knowledge of County policies regarding issuance of manual checks.
- \*11. Skill in organizing and modifying office work.
- \*12. Skill in written communication to prepare budget analysis and correspondence to department staff.
- 13. Skill in budget preparation and analysis.
- \*14. Skill in professional telephone etiquette.
- \*15. Skill in effective verbal and written communication.
- \*16. Skill in addition, subtraction, multiplication, division, calculation of percentages and use of electronic calculator.
- \*17. Skill in processing reports, correspondence, charts and tables using personal computer, word processing office equipment, spreadsheet development, and use of database software applications.
- \*18. Skill in the operation of general office machines including PC, financial and payroll systems.
- \*19. Skill in the prioritization of multiple work assignments.
- \*20. Skill in expressing ideas clearly, both orally and in writing.

## **HUMAN RELATIONS:**

- 1. Notify Director and/or Deputy Director of discrepancies on financial documents, travel advances or reports and receipts that have been submitted for review and approval.
- 2. Inquire with Director or Deputy Director when problems develop in specific budgets; make recommendations on transfers from other account lines based on spending patterns. Notify Director or Deputy Director when there is an issue with compliance; provide direction to help the department follow County policy.
- 3. Ensure that the Program Manager is notified of invoices received from Combat agencies to ensure approval of reports before reimbursement.

## <u>ILLUSTRATIVE TASKS</u>: (This is not an inclusive list; other related tasks/duties may be assigned)

- 1. Process all associate travel advance requests in a timely manner; verify budget allocation for availability of funds for travel and education; prepare a log for all travel advances; actively monitor travel advances to ensure that expense reports are sent in a timely manner; notify Director or Deputy Director when outstanding payments, including travel expenses become overdue.
- 2. Audit expenditures to determine that money was spent in accordance department and county policies, and Combat Administration approval; notify administration of any discrepancies; provide assistance in resolving discrepancies by making recommendations on what needs to be done to correct the problem.
- 3. Verify organizational budget allocation and proper account codes for purchasing requests; review approved budgets and confirm item are budgeted and that proper funding provided; check account code or other information; notify appropriate department personnel when there is a shortage of funds.
- 4. Prepare budget adjustments using the Financial Management System after verifying funds are available for transfer; maintain a spreadsheet listing all transfers and notify departments after the transfer is complete.
- 5. Research discrepancies in accounts for purchases and resolve the issue by working with department/division heads to transfer money into proper account.
- 6. Review budget adjustments and prepare an ongoing report each month that lists annual adjustments that need to be made during the next budget process.
- 7. Verify organizational budget allocations are correct on initial personnel requisitions; contact appropriate department staff when information is incorrect.

## ILLUSTRATIVE TASKS: (Continued)

- 8. Verify pay resulting from general or scheduled increases, including merit increases and increases resulting from personnel transactions; assist the Budget Officer in preparing merit increase calculations during the budget process.
- 9. Assist in the annual preparation of budget instructions, work papers, etc., provide input if additional changes are needed.
- 10. Assist the Director in preparing each budget package; review the budget package for calculation errors, incorrect codes and ensure that each package is properly completed; enter the budget into the County's budget system; process corrections, additions and/or deletions in the Budget system; prepare all description sheets and charts for budget and assemble adopted budget for distribution.
- 11. Review department budget to address overages and potential overages in expenditures; assist in resolving the issue; provide accurate information regarding the balance of accounts and advise the director and deputy director on how to avoid future overages.
- 12. Prepare payments for contracted agencies and Combat Sponsorships as deemed necessary by the Director.
- 13. Research data pertaining to items that would impact Combat associates, such as the IRS adjustments to the daily per diem rate and mileage reimbursement rate; notify appropriate department personnel of any changes; address questions regarding the changes.
- 14. Conduct research and gather data from various sources on projects as requested.
- 15. Receive incoming mail and phone calls for Budgeting and initiate actions on routine matters.

## ENVIRONMENTAL DEMANDS:

Work is performed in a modern office setting.

## MINIMUM QUALIFICATIONS:

Must have Bachelor's degree in Finance, Accounting, Budgeting or related field, five (5) years progressively responsible experience in finance, accounting or budgeting or any combination providing the required knowledge/skills. Must submit to/pass pre-employment background and drug screen. Also refer to the asterisks [\*] in the KNOWLEDGE AND SKILLS section of this job description)

## JACKSON COUNTY JOB DESCRIPTION -- ADA/PHYSICAL DEMANDS FORM

JOB TITLE: Budget Coordinator CODE: 4401-02110-001

DIVISION/DEPARTMENT: COMBAT/Prosecutor's Office

DATE: 08/29/2019

PHYSICAL DEMANDS - Check demands that apply and describe what is required to perform the essential job functions. (This is not an inclusive list; other tasks/duties may be assigned)

- X VISION Must be adequate for reading of documents, working with figures, using computer.
- X HEARING Must be adequate for normal conversation with associates and general public.
- X SPEECH Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- X STANDING 10 % of the time Required when performing filing tasks and when operating various office machines.
- X WALKING 15 % of the time Required when delivering or retrieving information, files, etc., from within the office or from other departments.
- X SITTING 75 % of the time Required when completing administrative, personal computer, and telephone work assignments.
- X LIFTING/CARRYING 20 lbs. Required when lifting files, office supplies, and reports.
- X PUSHING/PULLING 10 lbs. Required when moving file boxes, office supplies, and reports; and when opening and closing file cabinet drawers and doors.
- X CLIMBING/BALANCING Required when negotiating stairs, or retrieving files or supplies form overhead or from the floor.
- X STOOPING/KNEELING/CROUCHING/CRAWLING Required when retrieving or filing from lower drawers or when retrieving items, office supplies, etc., from the floor.
- X REACHING/HANDLING Required on most tasks.

Reviews for accuracy:		
	Hart T	
Incumbent	Immediate Supervisor	Appointing Authority
Date	Date 8/36/2019	Date



TO:

FROM:

## **JACKSON COUNTY Human Resources Department**

Michelle Chrisman, Interim Director of Human Resources

Katherine Swing, Human Resources Administrator

415 East 12th Street, First Floor Kansas City, Missouri 64106 www.jacksongov.org

(816) 881-3135

Fax: (816) 881-3474

DATE:	September 9, 2019				
RE:	Job Evaluation Study, Rec	ommenda	tion and Approvals		
	JOBS STUDIED		RECO	MMENDATIO	ON
Title: New F			Title: Crime Anal	yst	
Job Code:			Job Code: 4401-	06052-001	
Pay Level:			Pay Level: G09		
Number of	Positions:		Number of Positi	ons: 1	
Number Re	maining:		Total Number of	Positions: 1	
FLSA Code	/Category:		FLSA Code/Cate	gory: NE	
	ASS	OCIATE	S AFFECTED		
NAME		ASS	OCIATE NUMBER	OLD RATE	NEW RATE
Vacant					\$19.17
7 404111					
	**************************************	A TOTAL A		TIDES	
	EVALUA	ATION A	PPROVAL SIGNAT	URES	
.11 .	1/ 11				
11 lvh	Mi MM RMC			NA	
Director of H	uman Resources	Date	County Executive	1	Date
	4		•		
	1 City	10209	5111117		Dete
Appointing A	uthority	Date	Division Manager		Date
Approved by	Deputy Dir. Budget/Payroll:			Effective Date:	
FF	, ,		)		
					f
NOTE: Budget Executive (where	Officer/Payroll – Please forward to Are applicable). After all required signate	ppointing Autures and in nl	<u>hority</u> – Please forward to <u>Di</u> ace, please forward to Humar	<u>vision Manager</u> – Ple 1 Resources.  The Hu	ase forward to Cour man Resources

Department will notify the Division/Department. Please notify the Human Resources Department in the event of non-approval.

## JACKSON COUNTY JOB DESCRIPTION

TITLE: Crime Analyst PAY LEVEL: G09 CODE: 4401-06052-001

WORKING TITLE: Crime Analyst FLSA: NE DATE: 09/09/2019

DIVISION: Prosecuting Attorney DEPARTMENT: COMBAT

BARGAINING UNIT POSITION: No CIRCUMSTANCE: New Position

LOCATION: Jackson County ADMINISTRATOR: Katherine Swing

SUPERVISES: N/A

PERCENTAGE OF TIME	ACCOUNTABILITIES
50%	1. Collect, analyze and interpret criminal intelligence data from diverse databases.
30%	2. Integrate geographic science with spatial design to present criminal intelligence information reports in a manner that best fits COMBAT needs by generating reports, maps, charts, graphs, diagrams, etc., for strategic deployment of COMBAT resources
10%	3. Conduct presentations of crime data to law enforcement, COMBAT funded agencies and the community or to discuss crime and drug intervention and prevention strategies.
10%	<ol> <li>Create, maintain and provide information for public dissemination via the website and social media outlets with the cooperation and collaboration of COMBAT's Communication Marketing Administrator.</li> </ol>

## SCOPE:

The Crime analysts will support COMBAT Administration, the Prosecutor's Office, criminal justice agencies and community crime prevention activities by applying statistical modeling and quantitative analysis to crime data to derive insights on crime patterns and frequency. In this role, the crime analysts will consider a number of data sources ranging from police reports to mapping and GIS data to recognize trends and patterns and develop strategies to reduce criminal activities and prevent crime from taking place. This position requires an excellent grasp of statistical methodologies, the ability to develop working hypotheses based on complex data, and close collaboration with law enforcement personnel, community and COMBAT funding agencies to enact crime prevention and proactive intervention and prevention strategies. The associate in this position reports to Deputy Director of COMBAT.

## **KNOWLEDGE AND SKILLS**: (\*Required prior to employment)

- 1. Knowledge of department policies and procedures.
- \*2. Knowledge and skill with computers and data processing/GIS applications.
- \*3. Knowledge and skill in exemplary interpersonal communication skills, tact and people skills.
- \*4. Knowledge of analytical skills and ability to write and articulate the results of those skills.
- \*5. Knowledge and skill to be specific and detailed when communicating clear and comprehensive reports, both verbally and in written form.

## KNOWLEDGE AND SKILLS (Continued)

- 6. Knowledge and skill to produce "time sensitive" work under stress and "multi-task in resource poor environment.
- 7. Knowledge and proven ability in the area of research techniques and written communication.
- 8. Knowledge and skill in applying logic and sound judgment in assessing and predicting characteristics of criminal groups or criminal operations using data obtained from a variety of sources Skill in internet research methods including but not limited to: search engines, news groups, and list-servers.
- 9. Knowledge and ability to learn and apply methods and techniques appropriate for analyzing, evaluating, and presenting criminal information and preparing reports of assessments and conclusions.
- \*10. Knowledge and ability in preparing graphs, charts, tables, maps, and other illustrative devices for the visual presentation of data and information.
- 11. Skill in organizing facts, reports, and work assignments.
- 12. Skill to be objective, pragmatic during the analysis, interpretation and vetting of information.

## **HUMAN RELATIONS:**

- 1. Disseminates criminal intelligence information verbally and in writing only where there is a need to know and a right to know the information.
- 2. Communicates and works with various departments, COMBAT funded organizations and law enforcement agencies.
- 3. Maintains a professional, positive image for COMBAT Administration by displaying courteous behavior both verbally and in writing providing a wide array of assistance to COMBAT funded agencies, law enforcement personnel, local agencies, and public.

## <u>ILLUSTRATIVE TASKS</u>: (This is not an inclusive list; other duties/tasks may be assigned.)

- 1. Gather crime data for a specific geographical area or jurisdiction.
- 2. Correlates information from police reports with map data and community reports to gain a complete sense of crimes committed in an area.
- 3. Conduct interviews with individuals reporting crimes or law enforcement agencies investigating those incidents to gain more information.
- 4. After gathering relevant data, use a number of quantitative and qualitative methods to assess the data and derive insights; use statistical and probability modeling to determine the likelihood of crimes, develop maps showing areas of concentrated criminal activity.
- 5. Develop criminal profiles based on careful analysis of crime patterns and occurrences.
- 6. Develop a variety of reports to support resources, programs, intervention and prevention activities in the areas of interest including graphs and tables displaying compiled crime information from a specific time period.
- 7. Develop statistical and probability information about potential criminal activity.
- 8. Write reports on patterns they identify during the analysis process and reports in which they draw conclusions about current and future criminal activity in a given area.
- 9. Work closely with COMBAT Administration; help develop strategies for crime prevention and reduction to include community outreach efforts to encourage accurate reporting of crimes.
- 10. Consider the impact of strategies and identify opportunities to affect the areas of interest without negatively impacting the surrounding community.

## **ENVIRONMENTAL DEMANDS:**

Work is performed in a modern office setting.

## MINIMUM QUALIFICATIONS:

Bachelor's degree required from an accredited college or university in Criminal Justice, Criminology, Police Administration, Public Administration, Statistics or GIS with a minimum of 15 credits in computer science, information technology, cartography, geography, GIS and three (3) years of crime analysis, statistical and analytical studies and problem solving and experience using ESRI preferably in a law enforcement agency; OR an equivalent combination of experience and training. Must submit to/pass pre-employment background and drug screen. (Also refer to asterisks {\*} in the KNOWLEDGE AND SKILLS section of this job description.)

## JACKSON COUNTY JOB DESCRIPTION -- ADA/PHYSICAL DEMANDS FORM

JOB TITLE: Crime Analyst

**CODE**: 4401-06052-001

DIVISION/DEPARTMENT: Prosecuting Attorney/Combat

DATE: <u>09/05/2019</u>

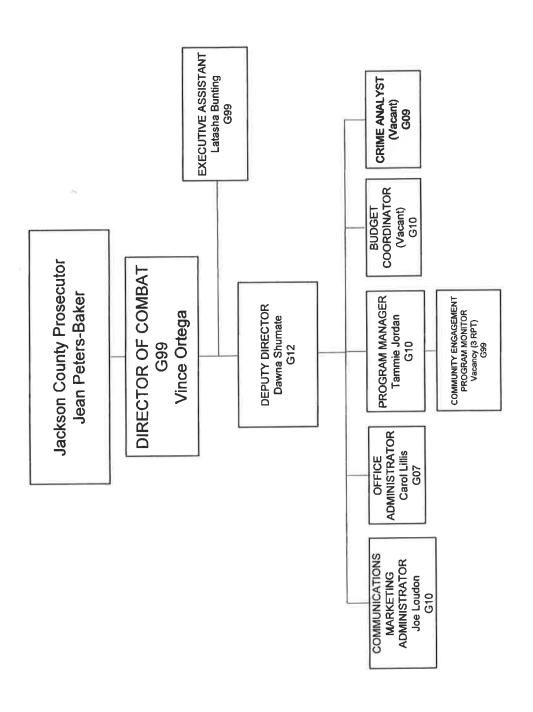
PHYSICAL DEMANDS - Check demands that apply and describe what is required to perform the essential job functions. (This is not an inclusive list; other tasks/duties may be assigned)

- -VISION Must be adequate to use personal computer and typewriter, filing completion of reports, forms, and correspondence.
- -HEARING Must be adequate for normal conversation with associates or applicants and the general public.
- -SPEECH Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- -STANDING 25 % of the time Required when performing filing tasks and when operating various office machines.
- -WALKING 20 % of the time Required when delivering or retrieving information, files, etc., from within the office or from other departments.
- -SITTING 55 % of the time Required when completing administrative, personal computer, and telephone work assignments.
- -LIFTING/CARRYING 20 lbs. Required when lifting files, office supplies, and reports.
- -PUSHING/PULLING 50 lbs. Required when moving file boxes, office supplies, and reports; and when opening and closing file cabinet drawers and doors.
- -CLIMBING/BALANCING Required when negotiating stairs or retrieving files or supplies from overhead or from the floor.
- -STOOPING/KNEELING/CROUCHING/CRAWLING Required when retrieving or filing from lower drawers or when retrieving items, office supplies, etc., from the floor.
- -REACHING/HANDLING Required on most tasks.

Reviews for accuracy:		
	Dawne hunato	( the state )
Incumbent	Immediate Supervisor	Appointing Authority
Date	Date 9-10-2019	Date 9-10-2019

## Jackson County, Missouri COMBAT

2019



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract with four twelve-month options to extend for the furnishing of property casualty insurance for use countywide to Lockton Companies, LLC., of Kansas City, MO, under the terms and conditions of Request for Proposals No. 46-19, at an actual annual cost to the county in the amount of \$892,844.00.

RESOLUTION NO. 20259, September 16, 2019

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals on Request for Proposals No. 46-19 for the furnishing of property insurance for use by the Finance and Purchasing Department; and,

WHEREAS, a total of sixteen notifications were distributed and one response was received and evaluated as follows:

## **BIDDER**

## ANNUAL PREMIUM POINTS AWARDED

Lockton Companies, Broker for Traveler's Indemnity Co. Kansas City (Jackson County), MO \$892,844.00

97.5

and,

WHEREAS, following evaluation of the bid submitted, the Director of Finance and Purchasing recommends award of a twelve-month contract with four twelve-month options to extend to Lockton Companies of Kansas City (Jackson County), MO, broker for Travelers Indemnity Co., under the terms and conditions of RFP 46-19; and,

WHEREAS, the recommended broker's compensation will be in the form of a commission paid by the insurance company; now therefore,

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

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations 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	<b>1</b> ://	
Chief Deputy County Cour	Buga County Cou	nselor
Certificate of Passage		
I hereby certify that 16, 2019 was duly passed County Legislature. The v	the attached resolution, Resolut on otes thereon were as follows:	ion No. 20259 of September , 2019 by the Jackson
Yeas	Nays	
Abstaining	Absent	
Date	Mary Jo Spi	no, Clerk of the Legislature
the expenditure is charges	rise unencumbered to the credit of able and there is a cash balance of the fund from which payment in herein authorized.	otherwise unencumbered in
Funding for future years is	subject to appropriation in the Co	ounty's then current budget.
ACCOUNT NUMBER: ACCOUNT TITLE:	060 5160 56310 Self-Insurance Fund Non-Departmental-Self Insurance Property Damage	e
NOT TO EXCEED:	\$892,844.00	
9 /12 /19 Date	Chief Admir	nistrative Officer

## REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/Ord No.: 20259

Sponsor(s): Scott Burnet

Date: September 16, 2019

SUBJECT	And D. 4 I		
A	Action Requested  Resolution		
	Ordinance		
	ordinance		
	Project/Title: Awarding a Twelve Month Contract with	Four Twelve Month On	tions to Extend for the
	furnishing of a Broker for Property Insurance for use by		
	Kansas City, MO under the terms and conditions of Rec		
BUDGET	TABLES OF THE WIND WIND WIND OF THE	acot for Froposat 10 191	
INFORMATION	Amount authorized by this legislation this fiscal year:		\$892,844.00
To be completed	Amount previously authorized this fiscal year:		\$652,611100
By Requesting	Total amount authorized after this legislative action:		\$892,844.00
Department and	Amount budgeted for this item * (including transfers):		\$892,844.00
Finance	Source of funding (name of fund) and account code nu		00921011100
	060-5160-56310		\$892,844.00
	Self-Insurance Fund – Non-Departmental – Property I	Damage	4372,311.00
	* If account includes additional funds for other expenses, total budget	ted in the account is: \$	
La company of the com	OTHER FINANCIAL INFORMATION:		
	_		
	No budget impact (no fiscal note required)		
	☐ Term and Supply Contract (funds approved in the a		value and use of contract:
	Department: Estimated Use		
	P' 1/ P 1 (66 1/ 11)		
	Prior Year Budget (if applicable):		
DDIOD	Prior Year Actual Amount Spent (if applicable):		
PRIOR	Prior ordinances and (date):		
LEGISLATION CONTACT	Prior resolutions and (date): 18954 (October 2015)		
INFORMATION	RLA drafted by (name, title, & phone): Katie Bartle, Se	mior Buyer 816 881 246	5
REQUEST	REA draited by (maine, title, & phone). Ratic Bartle, Se	mor Buyer, 610-661-540	
SUMMARY	The Finance Department requires a Broker for Property	Insurance for Jackson C	ounty property The Purchasing
	Department issued Request for Proposal 46-19 in respon		carry property. The Farenashing
	A total of sixteen notifications were distributed and one	response was received a	nd evaluated as follows:
	NO. RESPONDENT	AMOUNT	POINTS AWARDED
	1.0 Lockton Companies of Kansas City, MO	\$892,844.00	97.5
	Points were awarded based on Responsiveness to the R		
	Pricing. The Finance Department recommends Lockton	n Companies receive an a	ward as the best proposal
	received.		
	D 44 6 1 1004 6 61 1 1 0 4 6 1	.l p l ' p .	
	Pursuant to Section 1054.6 of the Jackson County Code		
	Twelve Month Contract with Four Twelve Month Optic Insurance for use by the Finance Department to Lockton		
	conditions of Request for Proposal 46-19.	ii Companies of Kansas C	Dity, MO under the terms and
CLEARANCE	conditions of request for Proposal 40-19.		
CLEARANCE	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	ent) N/A	
	Business License Verified (Purchasing & Departme	ent)	
	Chapter 6 Compliance - Affirmative Action/Prevail		or's Office)
		age (Journ) Hudii	,
COMPLIANCE	MBE Goals		
	WBE Goals No Goals Assigned		
	VBE Goals		

ATTACHMENTS	Recommendation Memo from Finance Department, Bid Abstract, Evaluation Matrices	, Agreement from
	Lockton, Pertinent pages of Lockton's proposal.	
REVIEW	Department Director:	Date: 9-11-2019
	Finance (Budget Approval)	Date / /
	If applicable My Conc	1/11/2019
	Division Manager:	Date: /11/19
	County Counselor's Office;	Date: 9/12/19

Fiscal	Information (to be verified b	y Budget Office in Financ	e Department)
	This expenditure was included in	the annual budget.	
	Funds for this were encumbered to	from the	Fund in
<b>Q</b> A		palance otherwise unencumbered	oppropriation to which the expenditure d in the treasury to the credit of the fund from which on herein authorized.
	Funds sufficient for this expendit	ure will be/were appropriated b	y Ordinance #
	Funds sufficient for this appropri	ation are available from the sou	rce indicated below.
	Account Number:	Account Title:	Amount Not to Exceed:
			n County to pay any specific amount. The availability of each using agency places its order.
	This legislative action does not in	npact the County financially an	d does not require Finance/Budget approval.

## **Fiscal Note:**

This expenditure was included in the Annual Budget.

	PC#		_		
Date:	September 11, 2019		RES#_	202	.59
Depart	ment / Division	Character/Description		Not t	o Exceed
060	Self-Insurance Fund				
5160	Non-Departmental - Self Insurance	56310 Property Damage		\$	892,844
		3			
	2				
		:	_ =		
	= = = = = = = = = = = = = = = = = = = =				
,					
			=	\$	892,844
Rudget	Officer 11/19				

## CHOOL TO STABLISHED TO STABLISH TO STABLISH

## **Risk Management**

(816) 881-3202 Fax: (816) 881-3877

## DEPARTMENT OF FINANCE AND PURCHASING

Jackson County Courthouse 415 East 12th Street, Room 105 Kansas City, Missouri 64106 jacksongov.org

September 9, 2019

Katie Bartle Senior Buyer – Jackson County 415 E. 12<sup>th</sup> Street, Ground Floor Kansas City, MO 64106

Subject: Bid No. 46-19 Broker for Property Insurance Proposals

Dear Katie:

On Tuesday, September 3, 2019, the broker for property insurance bid No. 46-19 was closed. We received one response, from Lockton.

My recommendation is that we accept Lockton's bid as they were the lowest and best respondent.

The anticipated annual usage for this contract is \$1,000,000.

Listed below is the account that this premium is to be paid from:

060-5160-56310

Sincerely,

Sarah Matthes

Grant, Audit & Risk Manager Jackson County, Missouri

816.881.3202

slmatthes@jacksongov.org

Request for Proposal No. 46-19 Broker for Property Insurance Opens: 2:00 PM, CDT on 9/3/2019	19 e 2019		Lockton Companies KCMO				
See Bid		Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ Δ1Δ	AMOUNT S. D. O.	AMOUNT	AMOUNT	AMOUNT	AMOUNT
CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: SA 3 2019 I	N OF BID OPENING RE PUBLICLY ND RECORDED  3 De 19 BY  FLEGISTATURE  CHASING						



# **REQUEST FOR PROPOSAL 46-19**

RFP NAME: Broker for Property Insurance

DEPARTMENT NAME: Finance Department

	Total Score	100 points	00/			
١t	Pricing	40 Points	40			
ice Departmer	References	25 Points	25			
DEPARTIMENT NAME: FINANCE DEPARTMENT	Respondent Qualifications and Experience	25 Points	25			
DEPAKIMEN	Responsiveness to RFP	10 Points	10			
		Respondent	Lockton Companies			
		No	1			

## COMMENTS:

## Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



## **REQUEST FOR PROPOSAL 46-19**

RFP NAME: Broker for Property Insurance

**DEPARTMENT NAME: Finance Department** 

		DEFABLISIEN	DEFANTIVILIA INAINIL. FIIIAIILE DEPATUILEIL	ce Departiment			
		Responsiveness to RFP	Respondent Qualifications and Experience	References	Pricing	Total	Total Score
No	Respondent	10 Points	25 Points	25 Points	40 Points	100 p	100 points
1	Lockton Companies	10	25	5	35	6	6
				5			
COMMENTS:	TS:						

Assign score according to point value (1 is lowest) for each criterion for each vendor.

## Instructions:



## Services Agreement JACKSON COUNTY, MO and KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

This Services Agreement (the "Agreement") made and entered into effective as of October 1st, 2019 ("Effective Date"), between the JACKSON COUNTY, MO ("Client") and the KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** This Agreement will be in effect from October 1st, 2019 to October 1st, 2020 unless earlier terminated in accordance with the provision of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

## 2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

- **2.1 Commission.** All services set forth in Addendum A associated with placing the following lines of coverage will be performed by Lockton for compensation in the form of commission payable by Client's insurance carriers:
  - PROPERTY
- **2.2 Disclosure.** In addition to the compensation set forth above, Client acknowledges, consents and agrees that Lockton may also receive other compensation such as incentive or contingency payments or bonuses and/or supplemental commissions from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being an insurance broker (collectively, "Additional Compensation"). Lockton may also receive interest or investment income on funds temporarily held by it, such as premiums or return premiums, service fees or other compensation from premium finance companies for administrative services provided to or on behalf of the premium finance companies relative to the financing of client insurance premiums, and/or services fees from insurers for consulting and/or administration services specific to a carrier.

## 3. SERVICES

- **3.1 Scope of Services.** The compensation set forth in Section 2 above is intended to compensate Lockton for placement of the line(s) of coverage indicated and to provide the services listed in Addendum A. In the event Client: 1) requests that Lockton place coverage on any line(s) of business not indicated in Section 2; 2) requests that Lockton provide other services beyond those set forth in Addendum A; or 3) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and agree to other compensation (such as commissions and/or fees on additional placements) in addition to the commission described in Section 2. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.
- **3.2 Use of Intermediaries.** When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the

services of foreign or domestic intermediaries to assist in the servicing, marketing and/or placement of Client's insurance/risk management programs. However, this may only be done after consultation with and prior approval by Client. Lockton will advise Client whether any proposed intermediary is affiliated with Lockton. Any such intermediary shall be compensated by commissions earned on placement of Client's policies handled by that intermediary, or by payment of a separate fee agreed to by Client and the intermediary if commissions are not properly payable on Client's placements. Such commissions and fee shall be in addition to the compensation paid to Lockton as described herein.

## 4. TERMINATION

- **4.1 Termination for Convenience.** Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other party.
- **4.2 Termination Upon Change in Broker of Record Designation.** However, should Client designate a broker other than Lockton as its exclusive broker of record at any time subsequent to the Effective Date for any reason, this Agreement shall terminate on the date that Lockton receives notice of the change in broker of record ("BOR") rather than at the conclusion of the sixty (60) day notice period referenced in Section 4.1 above.

## 4.3 Compensation Due at Termination.

In the event that Client terminates this Agreement, either by BOR or by sixty (60) days written notice, all services will be discontinued on the effective date of termination and Lockton shall be deemed to have earned, and shall be entitled to retain, all commissions earned on Client's placements through the effective date of termination.

**4.4 Additional Expenses Payable Upon Termination.** In addition to any termination payment owed pursuant to Section 4.3 above, should some or all of the insurance coverages described in Section 2 be assigned to another broker through a BOR letter prior to the effective date of a renewal of such coverage but after Lockton has commenced services relating to that renewal, Client will reimburse Lockton for its reasonable costs, including the time, charges and expenses incurred in providing the renewal services through the date the broker of record letter was received by Lockton.

## 5. CONFIDENTIALITY

**5.1 Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's relationship with Client is one in which Client may disclose to Lockton certain of Client's information ("Information"), some of which may be of a confidential or proprietary nature, to enable Lockton to provide the services contemplated under this Agreement. For purposes of this Agreement, Information shall

mean any and all nonpublic information provided to Lockton, which may include Client's product, marketing, pricing or financial strategies; customer information; proprietary business processes or technologies; financial information and/or trade secrets.

- **5.2 Exclusions.** Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by Lockton; 2) becomes known by Lockton without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to Lockton; 4) is independently developed by Lockton without use of or reference to Client's Information; or 5) Lockton is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided Lockton, unless prohibited by law, gives Client prompt written notice of such required disclosure to enable Client to pursue protective measures.
- **5.3 Lockton Confidentiality Duties.** In consideration of Client's disclosure of Information to Lockton, Lockton hereby agrees as follows:
  - A. Lockton shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than providing the services contemplated herein.
  - B. Lockton shall not, without the prior written approval of Client, publish or disclose to others any of the Information, except that Client expressly authorizes the disclosure of information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.
  - C. Lockton acknowledges that any unauthorized disclosure or use of the Information in violation of this Agreement may cause Client irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agrees that the Client shall have the right to seek injunctive relief in addition to any other remedies otherwise available to Client at law or in equity.
  - D. At Client's written request, Lockton shall return to Client any and all records or documents constituting the Information, except that Lockton shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements.

## 6. GENERAL CONDITIONS

- **6.1 Cooperation.** Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- **6.2 Assignment.** Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.
- **6.3 Entire Agreement.** The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed and dated by both parties, and no promises, agreement or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

- **6.4 Insurance Premiums and Related Tax Obligations.** Client is responsible for all insurance premiums due and any applicable surplus lines, sales, use, excise or other taxes for insurance coverage placed by Lockton. If Client fails to pay any premium in full by the due date indicated on the premium invoice, the coverage may be subject to cancellation by the carrier(s) and such nonpayment, in addition to any nonpayment of fees or expenses due to Lockton as set forth herein, shall be considered a material breach of this Agreement.
- 6.5 Change in Control. In the event Client experiences a "Change in Control" (as defined herein), commission will be deemed fully earned as of the effective date of the Change In Control. "Change In Control" shall be defined as any of the following events: 1) the acquisition by an external organization of 50% or more of the then outstanding shares of common stock of Client or the combined voting power of the then outstanding voting securities of Client entitled to vote generally in the election of directors; 2) individuals who constitute the Client's Board cease for any reason to constitute at least a majority of the Board; 3) consummation of a reorganization, merger, consolidation or sale or other disposition of all or substantially all of the assets of the Client unless the beneficial owners of the outstanding Client common stock and voting securities continue to own, directly or indirectly, more than 50% of, respectively, the then outstanding common stock and voting power of the then outstanding voting securities; or 4) approval by the stockholders of Client of a complete liquidation or dissolution of Client.
- 6.6 Limitation of Liability. In the event of any information security breach or actual or potential data loss involving any of Client's Information or any data containing employee Protected Health Information (which shall have the same meaning as that set forth in 45 C.F.R § 160.103) or other employee information protected under applicable state or federal privacy statutes or regulations, Lockton shall have no liability for any damages, costs or other losses sustained by Client or Client's employees resulting therefrom unless proximately caused, in whole or in part, by Lockton's negligence in failing to take adequate steps to safeguard Client's data. In that event, Lockton's liability for such damages, costs or other losses shall be limited to the proportionate amount of actual damages sustained by Client that are directly allocable to Lockton's negligence, and Lockton shall not be liable to Client or its employees for any punitive, special, exemplary, treble, indirect, consequential or incidental damages, including lost profits, resulting from any such information security breach or actual or potential data loss.
- **6.7 Notices.** Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

## **CLIENT**

JACKSON COUNTY, MO 415 East 12<sup>th</sup> Street, Room 105 Kansas City, MO64106 Attn: Katie Bartle Title: Senior Buyer

## LOCKTON

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC 444 W. 47<sup>th</sup> Street, Suite 900 Kansas City, MO 64112 Attn: Mark Henderson Title: COO

**6.8 Governing Law.** This Agreement shall be governed for all purposes by the laws of the state of Missouri.

<The rest of this page is intentionally left blank. Signature page to follow>

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

BY:
Pat Meyers
Senior Vice President

DATE:

DATE:

BY:
DATE:

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and

year first written above.

## Addendum A - Services

## I. **General Services**

- A. Analyze proposals when received and present coverage alternatives/options to Client.
- В. Analyze renewal proposals and present renewal options to Client.
- C. Answer Client questions and provide research or advice as needed.
- D. Compile renewal rating and loss information.
- E. Compile underwriting, rating and claims data received from Client.
- F. Complete renewal applications (except where the application is a warranty to the policy).
- G. Complete underwriting applications (except where the application is a warranty to the policy).
- H. Conduct renewal process with existing insurance carriers.
- I. Evaluate the competitiveness of current insurance premium pricing and rate levels.
- J. Obtain competitive proposals for Client where necessary.
- K. Prepare annual summary of insurance.
- L. Prepare insurance coverage specifications.
- Μ. Process policy changes, additions/deletions, premium invoices.
- N. Review coverage terms.
- 0. Review issued insurance policies for compliance with accepted proposal terms.
- Review issued policy for compliance with renewal proposals. P.

## II. **Claims Management Services**

- A. Assist Client where needed on claims issues and serve as Client advocate with insurance carriers or TPAs where appropriate, e.g., claim-handling strategy, reserve adequacy/accuracy, questionable coverage situations, reservation of rights, coverage denials, etc.
- В. Assist Client with claim reporting to insurance carriers or TPAs as requested by Client and agreed upon by Lockton.
- C. Meet/confer with Client to assess claim management service needs and agree on services to be provided.



September 3, 2019

Jackson County Purchasing Department Jackson County Courthouse 415 East 12th Street, Room G-1 Kansas City, MO 64106

RE: Request for Proposal No. 46-19

## 5.8.8 Pricing

Lockton proposes commission at a rate of 8.25% of premium charged. Travelers reduced the commission rate from last year resulting in the same dollar remuneration as expiring, \$75,000.

Additional information regarding commission can be provided upon request.

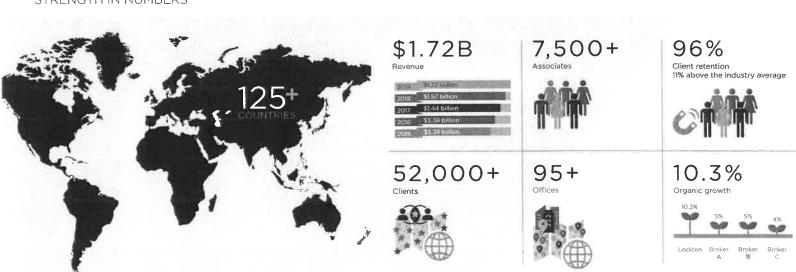
Pricing based on Travelers' quotation					
Rate (per \$100 in values)	0.0592				
Total Insured Values*	\$1,535,709,278				
Base Premium	\$908,747				
Commission Deletion - 1.75%	(\$15,903)				
Billed Premium	\$892,844				
Lockton's Commission - 8.25%	\$74,972				

<sup>\*</sup>Per the statement of values (excel copy) on file with Lockton. The total shown on the statement of values from the RFP does not appear to be totaled correctly.

## 5.8.4 General background

Lockton Companies was founded in 1966 by Jack Lockton (1942-2004) in Kansas City, Missouri. Jack's entrepreneurial spirit attracted clients and talented insurance professionals, transforming Lockton into one of the world's largest privately owned, independent insurance brokerage firms. David Lockton, Jack's brother, is our chairman today. And after more than 50 years, one thing never changes: We are driven to help make our clients' businesses better. As one of the largest single-location brokerage offices in the United States, we offer Jackson County an ability to provide a wide array of risk management and risk finance services all under one roof.

## STRENGTH IN NUMBERS



## SERVICE TEAM

## Client advocate



Pat Meyers
Senior Vice President
Producer
816,960,9151
pmeyers@lockton.com

## Account management



Todd Trent
Senior Vice President
Unit Leader
816.960.9411
ttrent@lockton.com



Gayle Murray, CIC, CISR
Assistant Vice President
Account Executive
816.960.9721
gmurray@lockton.com



Alicia Simpson
Account Administrator
816.960.9445
asimpson@lockton.com

Claims

Loss control



Bruce White, CFPS, CSP, ARM, ASP, ALCM Vice President Loss Control Manager 816.960.9462 bwhite@lockton.com



Matthew Scheid, SCLA, ARM, INS Assistant Vice President Senior Claims Consultant 816.960.9796 mscheid@lockton.com



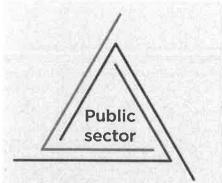
Dustin Carney, AIC-M, SCLA, CCLA, PCLA Assistant Vice President Senior Claims Consultant 816.960.9773 dcarney@lockton.com

## 5.8.5 Experience and qualifications

Lockton Kansas City is approximately three times the size of our closest competition in the state of Missouri (five times in Kansas City). We have more than 800 Associates in Kansas City. Over 50 Associates work with our public entity clients. No other broker has the depth, breadth and availability of specialized resources, relevant tools, and support services that can be accessed locally (Kansas City), including specialists in fidelity, property, environmental, cyber, risk finance and professional liability. Lockton's Public Entity Practice is staffed with a core account team that has handled this class of business since the 1980s. This account team is active in local and national PRIMA, and team members are often asked to speak on sovereign immunity, the state of the market and general issues. To our knowledge, we are the only broker to have received a vendor service award for excellence from Missouri PRIMA.

Lockton's Public Entity Practice immerses our Associates in the dynamic environment of the marketplace and requires us to respond on a proactive basis each and every day. Because of our diverse client portfolio, we are exposed to a wide variety of problems to solve, which strengthens our expertise and ability to respond.

All Lockton services are executed in-house. We will never outsource or subcontract work to other providers, except for specialty markets accessible through wholesalers.



## Ability to represent the County in the marketplace.

- We place more than \$1 billion in premium out of our Kansas City office and more than \$100 million with our Top 5 markets.
- We place more than \$17 billion in public sector property in the market out of Kansas City.
- We represent key markets directly (senior relationships) cyber, environmental, property and casualty.
- We leverage our resources to differentiate your story.
- Market clout No. 1 broker in region for Travelers, Zurich and AIG.
- No conflicts (interest in wholesalers).

## Ability to service the County as a consultant.

- 50+ Associates touch the public sector.
- Risk finance, risk control, claims and brokerage all under one roof
- Analytics loss analytics, loss trends, loss projections and alternative program design.

## Experience and knowledge of the public sector.

50+ accounts (cities, airports, water, housing authorities, school districts, universities) — all serviced out of Kansas City.

## Property quote comparison — All or nothing

Example Territor Alberta	SHIS DOLANG		eri, i sextitel	
3.15 coverages and limits	RFP	Travelers quote	Zurich	AXA XL
Policy loss limit	1,000,000,000	1,000,000,000	1,000,000,000	1,000,000,000
Miscellaneous unscheduled locations	5,000,000	5,000,000	5,000,000	5,000,000
Newly constructed or acquired property	25,000,000	25,000,000	25,000,000	25,000,000
Ordinance or law including demolition and increased cost of construction	25,000,000	25,000,000	25,000,000	25,000,000
Flood except zones A and V	100,000,000	100,000,000	100,000,000	100,000,000
Flood zone A	1,000,000	1,000,000	1,000,000	1,000,000
Earth movement	100,000,000	100,000,000	100,000,000	100,000,000
Errors and omission, not including earth movement or flood	5,000,000	5,000,000	5,000,000	5,000,000
Extra expense	10,000,000	10,000,000	10,000,000	10,000,000
Comprehensive boiler and machinery all locations include inspections	Policy limit	500,000,000	500,000,000	500,000,000
Loss of rents	10,000,000	10,000,000	10,000,000	10,000.000
Also include:				10,000,000
1) EDP media and equipment	25,000,000	25,000,000	25,000,000	25,000,000
2) EDP media and reconstruction	Included	Included	Included	Included
3) Accounts receivable	10,000,000	10,000,000	10,000,000	10,000,000
4) Valuable papers and records	10,000,000	10,000,000	10,000,000	10,000,000
5) Transit	1,000,000	1,000,000	1,000,000	1,000.000
Deductible — all coverages	150,000	250,000 <sup>1</sup>	250,000	250,000
Deductible — wind/hail	127	750,000	750,000	750,000
Deductible — flood zones A and V	NFIP (500,000)	NFIP (500,000)	NFIP (500,000)	NFIP (500,000)
Deductible — 500-year flood	150,000	250,0001	250,000	250,000
Rate per \$100 in values³		0.0592	0.091	0.085

 $<sup>^{\</sup>rm I}$ Differences as listed on Exhibit F - Exceptions to scope of services  $^{\rm 2}$ Carrier provided indication only, subject to formal quotation,

<sup>&</sup>lt;sup>3</sup>Per 5,8,8 Pricing, see separate page for premiums.

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute Legal Services Agreements with certain lawyers and law firms, at an aggregate cost to the County not to exceed \$28,800.00, for services to be performed in 2019.

**RESOLUTION NO. 20260**, September 16, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute Legal Services Agreements with certain lawyers and law firms to provide legal services to the County that, due to their complex nature and/or the potential of a conflict of interest, are beyond the capabilities of the County Counselor's Office; and,

WHEREAS, the lawyers and law firms for whom contracts are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2019 are as follows:

Lawyer/Law Firm Encompass Resolutions Kansas City, MO	Matter Human Resources Investigation		<u>Amount</u> \$7,000
William G. Snyder Independence, MO	Collections and Assessme Matters (increase to exist contract)		\$18,800
Lathrop Gage Kansas City, MO	Tax Matter		\$3,000
		Total —	\$28,800

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Legal Services Agreements with the law firms and lawyers identified in this Resolution, for a term ending December 31, 2019, at an aggregate to cost to the County not exceed \$28,800.00; and,

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

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

APPROVED AS TO FORM:	
Chief Deputy Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attached res 16, 2019, was duly passed on	reon were as follows:
Yeas	Nays
Abstaining	Absent
	Many to China Clark of Logislature
Date	Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER:

001 1101 56020

ACCOUNT TITLE:

General Fund

**County Counselors** 

Legal Services

NOT TO EXCEED:

\$10,000.00

ACCOUNT NUMBER:

045 1902 56020

ACCOUNT TITLE:

Assessment Fund

Assessment

NOT TO EXCEED:

\$18,800.00

9/12/19 Date

Chief Administrative Officer

## **Fiscal Note:**

This expenditure was included in the Annual Budget.

	PC#				
Date:	September 12, 2019	RES#	<u></u>	2026	0
Depart	ment / Division	Character/Description		lot to	Exceed
001	General Fund				
1101	County Counselor	56020 Legal Services	\$		10,000
045	Assessment Fund	3			
1902	Assessment	56020 Legal Services	_		18,800
		B			
		2 <del></del>			
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			7		
			)}		
	,		<u></u>		28,800