

THE CASS COUNTY COMMISSION

Date and time posted 1-20-15 at 1:30 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting

on

Thursday, January 21, 2016
at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

- 2:30PM** *Commission Meeting*
- 1. Call to Order*
 - 2. Roll Call*
 - 3. Pledge*
 - 4. Accept the Agenda as Presented*
 - 5. Approval of Minutes of January 7, 2016 Meeting*
 - 6. Cass County Collector Pam Shipley Requesting disbursement of 2015 Tax Sale Surplus Monies, Certificate of Purchase #15-16, Tax Sale #105, Taxpayer Name: Micah Dee, Amount: \$3,810.45, Payable To: Karl Joseph Calini*
 - 7. Memorandum Of Understanding Between Cass County Road and Bridge Department and Carl Krauss for Brush Clearing*
 - 8. Resolution No. 16-04 – Agreement for Professional Services for Traffic Counting with Shaffer, Kline & Warren, Inc.*
 - 9. Resolution No. 16-05 – Agreement for Professional Services for Cass County Bridge No. 2300017 (Thorn Grove Rd)*
 - 10. Cass County Library Board Appointment of Phil Kohler of Pleasant Hill to Replace Randy Miller's unexpired term ending 12-31-17*
 - 11. Ordinance No. 16-01 – Ordinance Calling an Election to Authorize Extension of County-Wide Law Enforcement Sales Tax and Increase of County-Wide General Sales Tax.*
 - 12. Misc*
 - 13. Public Comment*
 - 14. Commissioner Communications*
 - 15. Adjourn*

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

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Commission Meeting Minutes
January 7, 2016

The Cass County Commission convened on January 7, 2016 at 2:30 P.M. for the 1st day of the January term, with those present as follows:

Jeff Cox	Presiding Commissioner
Luke Scavuzzo	Associate Commissioner District 1 -absent
Jimmy Odom	Associate Commissioner District 2
Mike Vinck	County Clerk

Presiding Commissioner Cox called to order the regular Commissioner meeting at 2:30 pm.

1. Call To Order:

2. Roll Call:

Presiding Commissioner Jeff Cox – present
Associate Commissioner District 1 Luke Scavuzzo absent
Associate Commissioner District 2 Jimmy Odom – present

3. Pledge:

4. Accept the Agenda as Presented:

Presiding Commissioner Cox made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

5. Approve Minutes of December 17, 2015 Meeting:

Presiding Commissioner Cox made a motion to approve the minutes of December 17, 2015 meeting. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

6. Resolution No. 16-01 Approving Amended Contract With Missouri Department of Health and Senior Services and Cass County Health Department Titled: WIC Local Agency Nutrition Services:

Presiding Commissioner Cox made a motion to approve Resolution No. 16-01. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands. Tiffany Klassen Health Director gave a brief on this item.

7. Resolution No. 16-02 Approving Kansas City, Missouri Health Department Grant Award Agreement for Cass County Health Department:

Presiding Commissioner Cox made a motion to approve Resolution No. 16-02. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands. Tiffany Klassen Health Director gave a brief on this item.

8. Resolution No. 16-03 – Approving State of Missouri Department of Social Services Agreement Amendment Titled: IV-D County Reimbursement:

Presiding Commissioner Cox made a motion to approve Resolution No. 16-03. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

9. *Misc:*

Cass County Auditor Ryan Wescoat submitted his monthly report and forms for grants and will be gathering and compiling grant data.

10. *Public Comments:*

Hope H. Green submitted packet to Commissioners regarding dangerous animal problem.

David Dickerson, Harrisonville asked questions about the electrical outlets around the square and light poles.

11. *Commissioner Communications:*

None

12. *Adjourn:*

.....
Presiding Commissioner Cox made a motion to adjourn the Commission meeting at 2:50 pm. Commissioner Odom seconded the motion and it passed unanimously with all in favor by a show of hands.
.....

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of (\$5.00)

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner District 1

Jimmy Odom
Associate Commissioner District 2

Michael J. Vinck
County Clerk

PAM SHIPLEY
CASS COUNTY COLLECTOR



Staff
Denise Goddard
Aryliss Hamilton
Lisa Wheeler
Sharon Schulte
Lori Brumitt

Steve Cheslik, Cass County Treasurer

January 12, 2016

RE: Requesting Disbursement of 2015 Tax Sale Surplus Monies

Certificate of Purchase # 15-16 Tax Sale # 105

Taxpayer Name: Micah Dee

Amount: \$ 3,810.45 Payable to: Karl Joseph Calini

Respectfully Submitted: *Pam Shipley, Collector*
Cass County Collector

District 1 Commissioner

Presiding Commissioner

District 2 Commissioner

Date _____

Date _____

Date _____

CASS COUNTY ROAD & BRIDGE DEPARTMENT



Terry Faulkenberry, Superintendent
30508 SW Outer Road
Harrisonville, Missouri 64701
Phone: (816) 380-8360

MEMORANDUM OF UNDERSTANDING

This document states the explicit agreement, in principal, between signatory property owner and official Cass County representatives regarding the pushing of vegetation waste by Cass County Road & Bridge personnel onto the private property of:

Name: Carl Krauss CART Road Number: 612 NE corner
Address: 1608 E Frontier Ln Location: Township 43 E. Haxpeter Rd
Olathe, KS 66062 Range 29 + 315 ST.
Telephone: 913-294-2829 Section 3

Be it known that this agreement has been reached such that Cass County Road & Bridge personnel and equipment may enter onto said property to push vegetation waste (such as brush, trees, weeds, tree limbs, tree roots, dirt, etc.) onto my property in a location of my choice.

In addition, the property owner further agrees that the County Road & Bridge personnel and equipment may also correct any drainage and/or visibility problems that exist. These corrections would be made by rebuilding the existing road to accepted County specifications; by regarding the end slopes, ditches and back slopes; or filling low areas of the above specific County road.

There shall be no other agreement between the listed parties, either implied or express, that would be binding on either party.

Property Owner:

Cass County Representative:

Carl Krauss
contact
Greg Knedlik
Farm manager
Farmers National Co
913-294-2829

Terry Faulkenberry 1-12-16

Presiding Commissioner Date

Associate Commissioner Date

Associate Commissioner Date

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 21st day of January, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-04 OF THE CASS COUNTY COMMISSION

APPROVING AGREEMENT FOR PROFESSIONAL SERVICES FOR TRAFFIC COUNTING WITH SHAFFER, KLINE & WARREN, INC.

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves the Agreement for Professional Services for Traffic Counting with Shaffer, Kline & Warren, Inc. in the amount of \$30,900.00 for 103 locations at \$300.00 each. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,
THIS 21ST DAY OF JANUARY, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission



January 5, 2016

Jeff Cox, Presiding Commissioner
Cass County Commission
Courthouse 102 East Wall Street
Harrisonville, Missouri 64701

VIA E-MAIL & U.S. MAIL
(terryf@casscounty.com)

**Re: Traffic Counting, 103 Locations
Agreement for Professional Services**

Dear Commissioner Cox:

Thank you for considering Shafer, Kline & Warren, Inc. (SKW) to provide professional services in conjunction with Traffic Counting, 103 Locations, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$30,900.00 (103 locations at \$300 each), which includes the cost of reimbursable expenses.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

Cass County Commission agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that SKW will be given timely access to the project site, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for Cass County Commission and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

Shafer, Kline & Warren, Inc.
Gary D. Strack, P.E., SECB
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868
E-mail: Gary.Strack@skw-inc.com

Cass County Commission
Jeff Cox
Courthouse 102 East Wall Street
Harrisonville, Missouri 64701
Phone: (816) 380-8103
Fax: (816) 380-8113
E-mail: jeffc@casscounty.com

This agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit SKW's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space

Jeff Cox, Presiding Commissioner
Cass County Commission
January 5, 2016
Page 3

provided below and return it to us. SKW will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until February 1, 2016.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

SHAFER, KLINE & WARREN, INC.

By: 

Ronald D. Petering, P.E., PTOE
President & CEO

By: 

Gary D. Strack, P.E., SECB
Senior Project Manager

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CASS COUNTY COMMISSION

By: _____
Jeff Cox

Accepted this ____ day of _____, 2016.

Title: Presiding Commissioner

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated January 5, 2016, by and between Cass County Commission and Shafer, Kline & Warren, Inc., in respect to Traffic Counting, 103 Locations, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

- Conduct traffic counting at 103 mutually agreed upon locations using traffic counting equipment.
- Process data to provide traffic counts on these roads.
- Prepare a summary report and county wide map with traffic counts at their respective locations.

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

EXCLUDED SERVICES

In addition to the Basic Services outlined above, SKW has offered and recommended certain other services which are deemed necessary or advisable, based on our understanding of the Client's needs. The client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended service is therefore excluded from this Agreement.

- Provide separate truck counts at each location.

Shafer, Kline & Warren Inc. (SKW) Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by SKW shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from SKW's construction documents, SKW shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SKW be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. If a portion of any invoice is disputed, the amounts and reasons for dispute shall be documented in writing and delivered to SKW within twenty-one (21) calendar days of the invoice date, otherwise the invoice will thereafter be deemed to have been reviewed and accepted by the Client as accurate and without dispute. Invoices submitted by SKW are due upon presentation and all undisputed amounts are to be paid within twenty-one (21) calendar days of the invoice date, otherwise any unpaid amounts shall be considered PAST DUE and shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) per month. Payments shall first be applied to accrued interest (if any) and then to unpaid principal. If SKW incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to SKW. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable SKW staff costs at standard billing rates for SKW's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party. SKW reserves the right to suspend service until PAST DUE amounts are paid or to terminate this Agreement if PAST DUE accounts persist.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against SKW unless the Client has first provided SKW with a written certification executed by an independent consultant practicing in the same discipline as SKW and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the

standard of care. This certificate shall be provided to SKW not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. SKW shall not be required to sign any certifications or documents, no matter by whom requested, that would result in SKW's having to certify, guarantee or warrant the existence of conditions whose existence SKW cannot ascertain and, within the scope of SKW's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with SKW or payment of any amount due to SKW in any way contingent upon SKW's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to SKW are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, SKW may call for renegotiation of appropriate portions of this Agreement. SKW shall notify the Client of the changed conditions necessitating renegotiation, and SKW and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SKW, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by SKW, it is understood it is the Client's contractor(s), not SKW, who is responsible for the construction of the Project, and that SKW is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Corporate Protection. It is intended by the parties to this Agreement that SKW's services shall not subject SKW's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against SKW, a Kansas corporation, and not against any of SKW's individual employees, officers or directors.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and SKW mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day SKW performs services under this Agreement. Client and SKW agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day SKW performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and SKW agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Missouri will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Cass County, Missouri.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of SKW and SKW's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to SKW's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by SKW under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining SKW for any on-site construction phase services, the limits of SKW's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by SKW under this Agreement.

Non-Solicitation. SKW and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that SKW has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that SKW's opinions of probable construction costs are made on the basis of SKW's professional judgment and experience. SKW makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SKW's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by SKW as instruments of services shall remain the property of SKW who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. SKW grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without SKW's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold SKW harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, SKW will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with SKW which releases SKW of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or SKW may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. SKW shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or SKW, Client shall pay SKW within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by SKW shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by SKW, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. SKW cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Rev. Date 04/25/2013
Rev. Date 12/21/15 Cass County Commission

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 21st day of January, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-05 OF THE CASS COUNTY COMMISSION

APPROVING AGREEMENT FOR PROFESSIONAL SERVICES FOR CASS COUNTY BRIDGE NO. 2300017 (THORN GROVE ROAD) WITH SHAFFER, KLINE & WARREN, INC.

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves the Agreement for Professional Services for Cass County Bridge No. 2300017 (Thorn Grove Road) with Shaffer, Kline & Warren, Inc. in the amount not to exceed \$58,900.00. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,
THIS 21ST DAY OF JANUARY, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission



December 21, 2015
Revised: January 12, 2016

VIA E-MAIL & U.S. MAIL
(terryf@casscounty.com)

Jeff Cox, Presiding Commissioner
Cass County Commission
Courthouse 102 East Wall Street
Harrisonville, Missouri 64701

**Re: Cass County Bridge No. 2300017 (Thorn Grove Road)
Agreement for Professional Services**

Dear Mr. Cox:

Thank you for considering Shafer, Kline & Warren, Inc. (SKW) to provide professional services in conjunction with Construction Plans for Thorn Grove Road Soft Match Credit Bridge, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will accrue on an hourly basis, in accordance with our Hourly Rate Schedule, which is attached hereto, and in effect at the time the services are performed. Total compensation, including reimbursable expenses, will not exceed \$58,900.00 without prior written consent. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be calculated at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

Cass County Commission agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that SKW will be given timely access to the project site, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for Cass County Commission and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

Shafer, Kline & Warren, Inc.
Gary D. Strack, P.E., SECB
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868
E-mail: Gary.Strack@skw-inc.com

Cass County Commission
Jeff Cox
Courthouse 102 East Wall Street
Harrisonville, Missouri 64701
Phone: (816) 380-8103
Fax: (816) 380-8113
E-mail: jeffc@casscounty.com

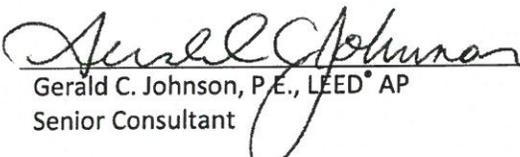
This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit SKW's liability

Jeff Cox, Presiding Commissioner
Cass County Commission
December 21, 2015
Revised January 12, 2016
Page 2

regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. SKW will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until January 29, 2016.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

SHAFER, KLINE & WARREN, INC.

By: 
Gerald C. Johnson, P.E., LEED® AP
Senior Consultant

By: 
Gary D. Strack, P.E., SECB
Senior Project Manager

tkd\\Le-server\Clients\Proposals\gdsP-68-rev.docx

CASS COUNTY COMMISSION

By: _____
Jeff Cox

Accepted this ____ day of _____, 2016.

Title: Presiding Commissioner

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated December 21, 2015, and revised January 12, 2016, by and between Cass County Commission and Shafer, Kline & Warren, Inc., in respect to Construction Plans for Thorn Grove Road Soft Match Credit Bridge, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

Design Phase

1. Assist the Local Agency in determining the needs of the project;
2. conduct topographic, property and utility surveys to develop plans for the project;
3. arrange for subsurface investigations;
4. conduct hydraulic studies, develop a preliminary plan and recommend to the Local Agency the best overall general design based on these studies;
5. submit one copy of preliminary plans for review by the Local Agency;
6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project not to include fees for appraisal of property values;
7. apply for and obtain 404/401 permits and provide plans in compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources (MDNR) and the U.S. Army Corps of Engineers (USACE) and also in compliance with the requirements of the Federal Emergency Management Agency (FEMA). If a wetland delineation, wetland mitigation and/or individual 404 permit is required, fees for these services are not included and additional compensation will be provided in a supplemental agreement. If more than one acre is disturbed requiring a SWPPP, fees for these services are not included and additional compensation will be provided in a supplemental agreement;
8. apply for and obtain section 106 permit and provide plans in compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources (MDNR), and if required by MDNR, arrange to have the site examined by a qualified archaeologist on a subcontract basis and/or perform a Memorandum of Agreement (MOA) for State historic Preservation Office (SHPO) for which fees are not included in this agreement and a supplemental agreement will be provided;
9. apply for and obtain Floodplain Development permit in coordination with the County Floodplain Administrator (if applicable);
10. coordinate specifications for United States Fish and Wildlife (USF&W), Threatened and Endangered Species (T&E) Clearance (if applicable);

11. conduct one site visit, obtain samples for Lead and Asbestos testing if present, provide an inspection report with the lab findings (if applicable);
12. contact project utility companies describing project and requesting relocation plan and utility agreement letter stating no cost to the County for relocation, if applicable. If a relocation plan or utility agreement letter is required, we will review the utility companies submitted relocation plan and/or letter, but will not create or provide a relocation plan or utility agreement letter for the utility company without a supplemental agreement for these services;
13. prepare detailed construction plans for constructing the project using County forces;
14. provide the Local Agency with three sets of completed plans.

Construction Phase - The Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the County or for the County's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Make periodic site visits to observe the County's progress and quality of work, and to determine if the work is in general conformance to the construction documents. It is contemplated that survey staking and layout will be accomplished by SKW. The Engineer will accompany MoDOT and/or FHWA representatives on up to one visit of the project site if notified;
2. check shop drawings and review schedules and drawings submitted by the County;
3. notify Local Agency of work not conforming to the project documents;
4. review material certifications furnished by the County, sample concrete material as required, and perform laboratory testing of samples as needed. If Compaction of Embankment testing is required, fees for these services are not included and additional compensation will be provided in a supplemental agreement;
5. maintain progress diary and other project records of critical operations and document quantities;
6. be present during critical construction operations, including but not limited to the following:
 - a. Driving of piles (2 trips);
 - b. checking of abutment reinforcing steel prior to concrete placement (1 trip);
 - c. abutment concrete placement (2 trips);
 - d. placement of girders (1 trip);
 - e. checking of deck reinforcing steel prior to concrete placement (1 trip);
 - f. deck concrete placement (1 trip);
 - g. concrete cylinder pick-up and delivery (3 trips);
 - h. semi-final inspection (1 trip).
7. participate in final inspection (1 trip), provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-constructed plans for the Local Agency's records;
8. prepare and submit the post construction request for credit to MoDOT.

Jeff Cox, Presiding Commissioner
Cass County Commission
December 21, 2015
Revised January 12, 2016
Page 5

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

Assist local agency with preparing bid proposals if applicable as well as assist local agency in preparing final submission reimbursement documents to MoDOT if needed.



HOURLY RATE SCHEDULE

Project or Construction Manager		Engineer, Surveyor, GIS Consultant, Specialist, Landscape Architect, Designer, Planner or Programmer	
PM 8	\$ 170.00	A7	\$ 160.00
PM 7	160.00	A6	150.00
PM 6	155.00	A5	140.00
PM 5	140.00	A4	130.00
PM 4	130.00	A3	120.00
PM 3	120.00	A2	110.00
PM 2	110.00	A1	100.00
PM 1	100.00	A0	90.00
Construction Observer or Engineering / Survey / Corrosion / Data - Technician		Survey Crew	
T7	\$ 120.00	3 SC	\$ 165.00
T6	110.00	2 SC	145.00
T5	100.00	1 SC	100.00
T4	90.00		
T3	80.00		
T2	70.00		
T1	60.00		
T0	50.00		
Survey Truck Mileage		Passenger Car, Truck Mileage	
TMILE	Federal rate plus \$0.30/mile	PMILE	Based on Federal Guidelines
Per Diem		Expenses	
PERD	Based on Federal Guidelines Per Location or Agreed to Rate (average is currently \$140/day)	EXPENSES	Cost + 10% unless otherwise noted

Effective: January 1, 2015

Shafer, Kline & Warren Inc. (SKW) Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by SKW shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from SKW's construction documents, SKW shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SKW be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. If a portion of any invoice is disputed, the amounts and reasons for dispute shall be documented in writing and delivered to SKW within twenty-one (21) calendar days of the invoice date, otherwise the invoice will thereafter be deemed to have been reviewed and accepted by the Client as accurate and without dispute. Invoices submitted by SKW are due upon presentation and all undisputed amounts are to be paid within twenty-one (21) calendar days of the invoice date, otherwise any unpaid amounts shall be considered PAST DUE and shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) per month. Payments shall first be applied to accrued interest (if any) and then to unpaid principal. If SKW incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to SKW. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable SKW staff costs at standard billing rates for SKW's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party. SKW reserves the right to suspend service until PAST DUE amounts are paid or to terminate this Agreement if PAST DUE accounts persist.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against SKW unless the Client has first provided SKW with a written certification executed by an independent consultant practicing in the same discipline as SKW and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the

standard of care. This certificate shall be provided to SKW not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. SKW shall not be required to sign any certifications or documents, no matter by whom requested, that would result in SKW's having to certify, guarantee or warrant the existence of conditions whose existence SKW cannot ascertain and, within the scope of SKW's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with SKW or payment of any amount due to SKW in any way contingent upon SKW's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to SKW are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, SKW may call for renegotiation of appropriate portions of this Agreement. SKW shall notify the Client of the changed conditions necessitating renegotiation, and SKW and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SKW, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by SKW, it is understood it is the Client's contractor(s), not SKW, who is responsible for the construction of the Project, and that SKW is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Corporate Protection. It is intended by the parties to this Agreement that SKW's services shall not subject SKW's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against SKW, a Kansas corporation, and not against any of SKW's individual employees, officers or directors.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and SKW mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day SKW performs services under this Agreement. Client and SKW agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day SKW performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and SKW agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Missouri will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Cass County, Missouri.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of SKW and SKW's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to SKW's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by SKW under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining SKW for any on-site construction phase services, the limits of SKW's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by SKW under this Agreement.

Non-Solicitation. SKW and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that SKW has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that SKW's opinions of probable construction costs are made on the basis of SKW's professional judgment and experience. SKW makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SKW's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by SKW as instruments of services shall remain the property of SKW who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. SKW grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without SKW's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold SKW harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, SKW will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with SKW which releases SKW of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or SKW may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. SKW shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or SKW, Client shall pay SKW within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by SKW shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by SKW, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. SKW cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Rev. Date 04/25/2013
Rev. Date 12/21/15 Cass County Commission

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Shafer, Kline and Warren, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 178216

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Shafer, Kline and Warren, Inc.

Janet Jakobe-Gray

Name (Please Type or Print)

Human Resources Manager

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On the 13th day of October, 2015, before me appeared Ronald Petering,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the President of Strafer Kline & Warren, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

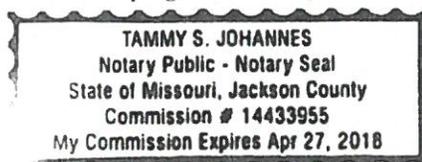
Ronald Petering
Affiant Signature

Subscribed and sworn to before me in Kansas City, MO, the day and year first above-written.
city (or county) state

Tammy S. Johannes
Notary Public

My commission expires: 4-27-18

[documentation of enrollment/participation in a federal work authorization program attached]





Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

LUKE A. SCAVUZZO

ASSOCIATE COMMISSIONER • DISTRICT 1

E-MAIL: luke@cascountymissouri.com

PHONE: 816/380-8158

JAN CANTRELL

ADMINISTRATIVE ASSISTANT

E-Mail: janc@cascountymissouri.com

Phone: 816/380-8155

JEFF COX

PRESIDING COMMISSIONER

E-MAIL: jeff@cascountymissouri.com

PHONE: 816/380-8160

JIMMY ODOM

ASSOCIATE COMMISSIONER • DISTRICT 2

E-MAIL: jimmyo@cascountymissouri.com

PHONE: 816/380-8159

MICHELE PHILLIPS

H. R. DIRECTOR

E-Mail: michelep@cascountymissouri.com

Phone: 816/380-8103 Fax: 816/380-8113

January 21, 2016

Phil Kohler

19400 S State Route 7

Pleasant Hill, Mo 64080

Re: Appointment to Library Board

The Cass County Commission on January 21, 2016, appointed you as a member of the Cass County Library Board to fill the unexpired term of Randy Miller. The Commission wish to thank you for your dedication and willingness to serve on this board for the citizens of Cass County. Your term will expire 12-31-17.

Sincerely,

Jeff Cox

Presiding Commissioner

Luke Scavuzzo

Associate Commissioner Dist1

Jimmy Odom

Associate Commissioner Dist2



Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

LUKE A. SCAVUZZO

ASSOCIATE COMMISSIONER • DISTRICT 1
E-MAIL: lukes@casscounty.com
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JAN CANTRELL
ADMINISTRATIVE ASSISTANT
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JEFF COX

PRESIDING COMMISSIONER
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JIMMY ODOM

ASSOCIATE COMMISSIONER • DISTRICT 2
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PHONE: 816/380-8159

MICHELE PHILLIPS
H. R. DIRECTOR
E-Mail: michelep@casscounty.com
Phone: 816/380-8103

January 20, 2016

Cass County Commission
102 East Wall
Harrisonville, Missouri 64701

Re: Ordinance 16-01 – Question 1 and Question 2 for April 5, 2016 Ballot

Dear Commissioners:

Attached is proposed Ordinance 16-01, the approval of which by the Commission would place two questions before the voters on the April 5, 2016 ballot, referred to as “Question 1” and “Question 2.”

Question 1 – LE

Voter approval of Question 1 would authorize an extension of the County’s quarter cent law enforcement sales tax until December 31, 2035, which is currently set to expire on March 31, 2025. The revenue from this tax is referred to as “LE” (for “Law Enforcement”) in the county budget and currently goes towards the debt service payments on the Justice Center.

This extension would provide future revenues to allow for improvements of the Justice Center, including additional jail cells, additional courtroom space, additional office space, and other improvements as needed. This extension would also provide adequate revenue for Justice Center debt service payments, the current revenue for which has had to be supplemented by diverting general fund revenues in order to make the payments.

Question 2 - LEJC

Voter approval of Question 2 would authorize an increase of the County’s quarter cent general sales tax to a half cent. The revenue from this tax is referred to as “LEJC” (for “Law Enforcement, Justice Center”) in the county budget and currently goes towards law enforcement and Justice Center operations.

This increase would provide additional revenues to allow for increased law enforcement and Justice Center operations, including but not limited to the following:

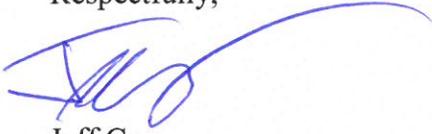
- Additional Sheriff’s Office personnel, with a minimum of 8 new deputy positions beginning in the 2017 budget year.
- A reinstatement of the Sheriff’s Office “Step” salary plan, originally implemented in

2004 and discontinued in 2009, in the 2017 budget year.

- Funding to pay out Sheriff's Office holiday and vacation pay as it accrues on an annual basis, rather than letting it accumulate over a period of years.
- Additional funding for Sheriff's Office equipment as needed.
- Additional Prosecuting Attorney's Office personnel and salary adjustments.
- Justice Center maintenance such as security equipment, HVAC, etc.
- An LEJC reserve fund to provide for possible unforeseen and/or unfunded state or federal mandates.

Approval of these two ballot questions by the voters would enable the County to provide the necessary funding for law enforcement, courts and Justice Center facilities and services to Cass County citizens in the years to come.

Respectfully,



Jeff Cox

Presiding Commissioner & Chief Budget Officer

Certified Copy of Record

STATE OF MISSOURI, }
County of Cass, } ss.

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 21st day of January, 2016, amongst others, were the following proceedings:

CASS COUNTY, MISSOURI ORDINANCE NO.16-01

**AN ORDINANCE CALLING AN ELECTION IN CASS COUNTY,
MISSOURI.**

**BE IT ORDAINED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, AS
FOLLOWS:**

Section 1. The County Commission finds it necessary and hereby declares its intent to continue its county-wide law enforcement sales tax pursuant to Section 67.582 RS. Mo. An election is hereby ordered to be held in Cass County, Missouri, on April 5, 2016, on the following question:

QUESTION #1

Shall the County Commission of Cass County, Missouri be authorized to continue to impose a county-wide law enforcement sales tax at a rate of one-fourth of one percent until December 31, 2035, unless extended by a vote of the people, to be used for law enforcement purposes including without limitation providing for additional improvements of the criminal justice and detention center?

Section 2. The County Commission finds it necessary and hereby declares its intent to increase its county-wide sales tax levy pursuant to Section 67.505 R.S. Mo. The County previously authorized a one-fourth cent county-wide sales tax levy and eliminated the authority to impose a property tax. Both were approved by a majority of the voters in the County voting on the question at an election held on April 6, 2004. An election is hereby ordered to be held in Cass County, Missouri, on April 5, 2016, on the following question:

QUESTION #2

Shall the County Commission of Cass County, Missouri be authorized to increase its county-wide general sales tax by one-fourth of one percent for funding general county purposes including without limitation law enforcement operations?

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The Presiding Commissioner is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on January 26, 2016, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the County Commission this 21st day of January, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner #1

Jimmy Odom
Associate Commissioner #2

A true copy from the Records of Said Court

WITNESS my Hand and the Seal of said Court, this 21st Day of January, 2016.

(SEAL)

Michael J. Vinck, County Clerk