



# Jackson County Health Department

## September 9-16, 2020

### COVID-19 Data

\*\*More in depth data can be found on the [JACOHD dashboard](#).

#### JACOHD

- Total Positive Cases- 6398
- Total Hospitalizations-unavailable
- Total Deaths- 88
- Presumed Recoveries-1,870
- Individuals tested- 67,739

#### Totals This Week:

- Cases-518
- Hospitalizations-unavailable
- Deaths-4

#### KC Region

- Total Cases- 38,884
- Total Deaths- 536

### Current Outbreaks

\*\*Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last confirmed case, and are thus removed from the list.

Independence Manor  
80 cases

Hidden Lake Care Center  
30 cases

Life Care Center of Grandview  
111 cases

Cedarhurst of Blue Springs  
10 cases

Jefferson Healthcare of Lee's Summit  
48 cases

Kallsnick and Careswell Dentistry  
5 cases

Blue Hills Rest Home  
24 cases

John Knox Village Care Center  
20 cases

Shelterwood  
12 cases

Villages of Jackson Creek  
80 cases

Wilshire at Lakewood Care Center  
91 cases

Monterey Park Rehabilitation and Health  
67 cases

Sunterra Springs Independence  
14 cases

### JACOHD/TMC

### Sponsored Testing

Ongoing weekly widespread testing at outbreak facilities

Thursday Sept. 17, 2020 at 10:00am – 2:00pm  
Vesper Hall – 400 NW Vesper St. Blue Springs

Friday Sept. 18, 2020 10:00 – 2:00pm  
St. Mark's United Methodist Church

Monday Sept. 21, 2020 – 10:00-2:00pm  
210 SW Pryor Road, Lee's Summit, 64081

Tuesday, Sept. 22, 2020 – 10:00-2:00pm  
Second Missionary Baptist Church

Symptomatic Testing

- Call 816-404-CARE

### PPE Supply

The PPE burn rate exceeds the supply rate

### Testing Supply

Varies. The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC three times a week.

### JCDC Testing

JACOHD has procured 1,000 test kits from DHSS for widespread testing at the JCDC. Testing conducted during the week of 6.29-7.3. Three positives were identified. Future testing is to be determined.

### Weekly Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting

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

**AN ORDINANCE** appropriating \$5,000,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide funds for school districts located in Jackson County, Missouri, to compensate them for unanticipated costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic and authorizing the County Executive to execute Intergovernmental Agreements with school districts, at an actual aggregate cost to the County not to exceed \$5,000,000.00.

**ORDINANCE NO. 5398**, September 14, 2020

**INTRODUCED BY** Theresa Cass Galvin and Ronald E. Finley, County Legislators

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County CARES Act Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,

WHEREAS, with the funding provided by this appropriation, public school districts located in Jackson County will be compensated for unanticipated COVID-related costs incurred from March 1, 2020, through and including December 30, 2020; and,

WHEREAS, each school district's allocation is based on Fall 2019 student enrollment data and the percentage of students in each district that receive free and reduced lunch; and,

WHEREAS, under this formula the districts shall be entitled to allocations as follows:

<u>School District</u>	<u>Amount</u>
Kansas City Public Schools	\$[1,081,527] <u>1,062,331.06</u>
Independence	\$ [849,507] <u>845,334.02</u>
Lee's Summit R-VII	\$ [647,496] <u>654,931.45</u>
Blue Springs R-4	\$ [587,069] <u>593,867.28</u>
Raytown C-2	\$ [486,365] <u>481,460.16</u>
Hickman Mills C-1	\$ [406,825] <u>397,936.26</u>
Grandview C-4	\$ [257,050] <u>277,662.11</u>
Fort Osage R-1	\$ [254,569] <u>255,118.02</u>
Grain Valley R-V	\$ [163,956] <u>167,916.38</u>
Center 58	\$ [161,008] <u>159,740.97</u>
Oak Grove R-6	\$ [82,889] <u>82,676.60</u>
Lone Jack C-6	\$ [21,739] <u>21,025.69</u>
<b><u>Total</u></b>	<b><u>\$5,000,000.00</u></b>

and,

WHEREAS, the County Executive recommends this appropriation and the execution of Intergovernmental Agreements with school districts located in Jackson County, Missouri, for this purpose, in a form to be approved by the County Counselor; and,

WHEREAS, such Intergovernmental Agreements shall require that Jackson County be indemnified by the school districts for any shortfall in or misuse of County-provided funds; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	32810- Undesignated Fund Balance	\$5,000,000	
Jackson County School Districts 040-1558	56070- Intergovernmental Agreements		\$5,000,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute appropriate Intergovernmental Agreements with the identified school districts located in Jackson County, in a form to be approved by County Counselor; and,



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

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5398 introduced on September 14, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5398.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$5,000,000.00

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

ACCOUNT NUMBER: 040 1558 56070  
ACCOUNT TITLE: CARES Act Fund  
Jackson County School Districts  
Intergovernmental Agreements  
NOT TO EXCEED: \$5,000,000.00

9-16-2020

Date



Chief Administrative Officer

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

**AN ORDINANCE** repealing section 9504., Jackson County Code, 1984, relating to the Freedom Memorial Wall Commission, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 5403**, September 14, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

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

Section A. Enacting Clause. Section 9504., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 9504., to read as follows:

9504. Freedom Memorial Wall Commission, Purpose and Duties.

The Freedom Memorial Wall Commission shall have the following purpose and duties:

9504.1 Purpose.

The Commission's purpose is to select inductees for the Freedom Memorial Wall, which will be located at 31st Street and Benton Boulevard in Kansas City, Jackson County, Missouri in the Leon Jordan Memorial Park. The Freedom Memorial Wall will honor those that have made significant contributions to the Civil Rights Movement in Jackson County.

#### 9504.2 Inductee Selection.

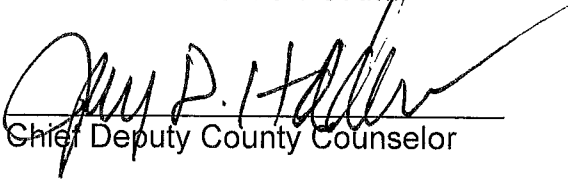
The Commission shall meet [[annually]] to select up to one hundred (100) inductees each year for approximately ten (10) years. Inductees can be selected posthumously. The inaugural Commission will create the guidelines for the selection process of inductees. The Commission shall not be required to meet during any period in which, in the opinion of the Commission's chairman, public health conditions or other exigent circumstances warrant against meeting.

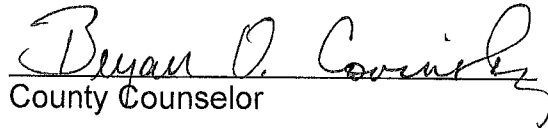
#### 9504.3 Induction Ceremonies.

With the assistance of the Jackson County government, the Commission will plan an induction ceremony that appropriately honors inductees and or their families. The Commission may decide to conduct this ceremony during Black History Month, or on Memorial Day, Martin Luther King's birthday, or on any other date the Commission may choose.

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

APPROVED AS TO FORM

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5403 introduced on September 14, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5403.

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** transferring \$6,750.00 within the 2020 Special Road and Bridge Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$6,750.00 for commissioners' fees relating to the condemnation proceeding for the Tarsney Lake Bridge Replacement, Federal Project No. BRO-B048(55).

**RESOLUTION NO. 20489**, September 14, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, by Resolution No. 20270, dated September 30, 2019, the Legislature did authorize the County Counselor to institute condemnation proceedings on certain tracts of land related to the Tarsney Lake Bridge Replacement, Federal Project No. BRO-B048(55); and,

WHEREAS, the County Counselor's Office thereafter filed in the Circuit Court of Jackson County the condemnation petition styled *Jackson County v. Lakes Development Co., et al.*, Case No. 2016-CV12984

WHEREAS, a hearing was conducted by the court-appointed commissioners, the commissioners have filed their report fixing the damages for the taking, and the Circuit Court has ordered the commissioners be paid fees in the amount of \$2,250.00 for each of the three commissioners, in the total amount of \$6,750.00; and,

WHEREAS, a transfer is necessary to cover the cost of these commissioners' fees; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2020 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
Special Projects in Public Works			
004-1507	58040- Roads & Highways	\$6,750	
004-1507	56720-Settlement & Judgments		\$6,750

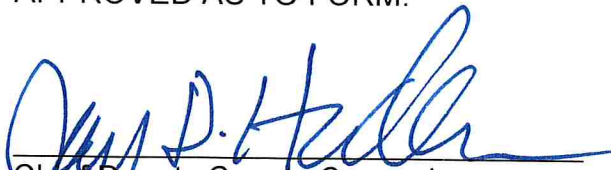
and,

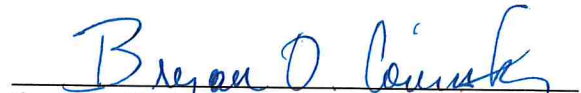
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to issue a payment totaling \$6,750.00 to the Circuit Court for commissioners' fees.



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  
Certificate of Passage

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

I hereby certify that the attached resolution, Resolution No. 20489 of September 14, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 004 1507 58040  
ACCOUNT TITLE: Special Road & Bridge Fund  
Special Projects in Public Works  
Roads & Highways  
NOT TO EXCEED: \$6,750.00

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

ACCOUNT NUMBER: 004 1507 56720  
ACCOUNT TITLE: Special Road & Bridge Fund  
Special Projects in Public Works  
Settlements & Judgments  
NOT TO EXCEED: \$6,750.00

9-16-2020  
Date

  
Chief Administrative Officer

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

**AN ORDINANCE** repealing subsection 1503.10 and sections 1525., 1532., and 1533., Jackson County Code, 1984, relating to the County Employees' Pension Plan and enacting, in lieu thereof, one new subsection and three new sections relating to the same subject.

**ORDINANCE NO. 5409**, September 21, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, at its meeting of May 21, 2020, the Jackson County Employees' Pension Plan Board of Trustees recommended that the Plan be amended to allow for a beneficiary of a deceased plan member, other than a surviving spouse or domestic partner, to receive a death benefit; and,

WHEREAS, additionally, the Plan's special counsel has recommended certain technical revisions to the Plan to bring it into compliance with the U.S. SECURE Act, enacted by Congress in December 2019; and,

WHEREAS, the recommended revisions are in the best interests of the health, welfare and safety of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause.

Subsection 1503.10., amd sections 1525., 1532., and 1533., Jackson County Code, 1984, are hereby repealed, and one new subsection and three new sections enacted in lieu thereof, to be known as subsection 1503.10 and sections 1525., 1532., and 1533., to read as follows:

1503.10      Beneficiary.

The term "Beneficiary" shall mean any person or persons (or a trust) designated by a Member in such form and manner as the Board may prescribe to receive a Death Benefit, in the form specified in sections 1511.1, 1511.2, 1511.3, [or] 1511.4, 1532., or 1533., payable hereunder if such person or persons survive the Member. Any designation under sections 1511.1 [and], 1511.2., 1532., or 1533., may be revoked at any time in similar manner and form.

1525. Required Minimum Distributions.

1525.1      Postponement of Commencement of Benefits to Age [70] 72 ½.

A Member may elect, in a written statement filed with the Board, to receive benefits first payable for a later month, provided that no such election filed on or after January 1, 2020, may postpone the commencement of benefits to a date later than April 1 of the calendar year following the calendar year in which the Vested Employee attains age [seventy and one-half (70 ½)] seventy-two (72).

1525.2      Effect of Benefit Commencing after Age [70 ½] 72.

Failure to commence benefit payments by the prescribed date can trigger an excise tax levied against the Member equal to fifty percent (50%) of the amount by which the minimum required distribution exceeds the actual amount distributed during the Plan Year. In effect, if no distribution is made during a Plan Year when it should have been made under Code section 401(a)(9), the Member loses one-half (1/2) of the distribution, which should have been made. This benefit shall be paid in accordance with any other provisions reflecting section 401(a)(9) requirements, as prescribed by the IRS commissioner.

1525.3      Required Minimum Distributions.

A.      General Rules.

1.      Effective Date.

The provisions of this subsection will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

2.      Precedence.

The requirements of this subsection will take precedence over any inconsistent provisions of the Plan.

3.      Requirements of Treasury Regulations Incorporated.

All distributions required under this subsection will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

4. TEFRA Section 242(b)(2) Elections.

Notwithstanding the other provisions of this subsection, other than subsection 1525.3.A(3), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

B. Time and Manner of Distribution.

1. Required Beginning Date.

Beginning [April 1, 1988] January 1, 2020, a Member's entire interest will be distributed, or begin to be distributed, to the Member no later than April 1 of the calendar year following the Calendar Year in which the Member reaches [70 ½] 72.

2. Death of Member Before Distributions Begin.

If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

- i. If the Member's surviving Spouse is the Member's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the

Member would have attained age [seventy and one-half (70 ½)] seventy-two (72), if later.

ii. If the Member's surviving Spouse is not the Member's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

iii. If there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

iv. If the Member's surviving Spouse is the Member's sole Designated Beneficiary and the surviving Spouse dies after the Member's but before distributions to the surviving Spouse begin, this subsection 1525.3.B(2), other than subsection 1525.3.B(2)(i), will apply as if the surviving Spouse were the Member.

For purposes of this subsection 1525.3.C.2 and subsection 1525.3.E, distributions are considered to begin on the Member's Required Beginning Date (or, if subsection 1525.3.B(2)) applies, the

date distributions are required to begin to the surviving Spouse under subsection 1525.3.B(2)). If annuity payments irrevocably commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection 1525.3.B(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

1532. Death Prior to Age 55, Effect.

If any active Member should die (i) prior to reaching the Attained Age of fifty-five; (ii) being Vested in the Plan; and (iii) be survived by a Spouse or Domestic Partner, that Spouse or Domestic Partner shall be entitled to a Death Benefit. Such Death Benefit shall be a monthly income, payable for the life of the Spouse or Domestic Partner, equal to the benefit that would have been payable to such Spouse or Domestic Partner if the Member had retired on the day before the date of the death and elected the form of payment specified in section 1511.2 with 75% of the reduced benefit continued to the Member's Spouse or Domestic Partner for lifetime. Such Spouse or Domestic Partner Death Benefit payments shall commence on the first day of the month next following the Member's date of death. If a Member dies without a Spouse or Domestic Partner, [a Member's surviving child or children shall receive a return of contributions equal to the contributions made on behalf of the Member by the Employer up to \$10,000.00, to be paid in a lump sum distribution and in equal shares] such a Death Benefit shall be payable to the Designated Beneficiary in an amount equal to the contributions made on behalf of the Member by the Employer up to \$10,000, to be paid in a lump sum distribution.



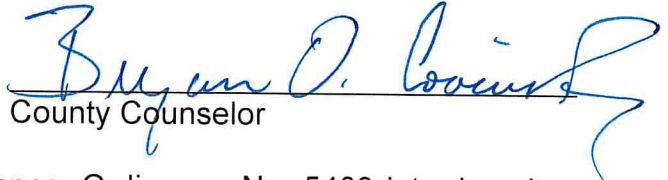
1533. Death After Age 55, Effect.

If any active Member should die (i) after reaching the Attained Age fifty-five, (ii) being Vested in the Plan, and (iii) being survived by a Spouse or Domestic Partner, that Spouse or Domestic Partner shall be entitled to a Death Benefit. Such Death Benefit shall be a monthly income, payable for the life of the Spouse or Domestic Partner equal to the benefit that would have been payable to such Spouse or Domestic Partner if the Member had retired on the day before the date of death and elected the form of payments specified in section 1511.2 with 100% of the reduced benefits continued to the Member's Spouse or Domestic Partner for lifetime. Such Spouse or Domestic Partner Death Benefit payments shall commence on the first day of the month next following the Member's date of death. Notwithstanding the above, if a Member had reached the Member's Normal Retirement Date and had made a written election as to the form of benefit payments pursuant to section 1511, then, upon the Member's death prior to the commencement of benefits, any Death Benefit shall be payable in accordance with such written election. If a Member dies without a Spouse or Domestic Partner, [a Member's surviving child or children shall receive a return of contributions equal to the contributions made on behalf of the Member by the Employer up to \$10,000.00, to be paid in a lump sum distribution and in equal shares] such a Death Benefit shall be payable to the Designated Beneficiary in an amount equal to the contributions made on behalf of the Member by the Employer up to \$10,000, to be paid in a lump sum distribution.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5409 introduced on September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5409.

\_\_\_\_\_  
Date

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

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

**AN ORDINANCE** appropriating \$117,852.00 from the undesignated fund balance of the 2020 County Improvement Fund for the replacement of furniture recently damaged by flooding events in Jackson County Circuit Court.

**ORDINANCE NO. 5410**, September 21, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, six divisions in Jackson County Circuit Court incurred damages due to recent flood events and require the replacement and/or repair of furniture; and,

WHEREAS, the County Administrator has requested standardization of any replacement furniture; and,

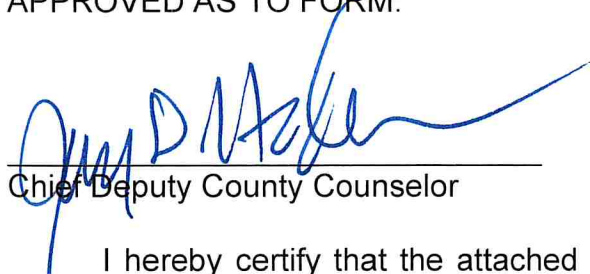
WHEREAS, the cost per division is fully set out in the document attached hereto as "Exhibit A"; now therefore,

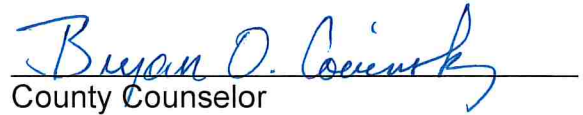
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund 013-9999	32810- Undesignated Fund Balance	\$117,852	
Circuit Court 013-3001	58150- Office Furniture & Fixtures		\$117,852

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5410 introduced on September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5410.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 013 9999 32810  
ACCOUNT TITLE: County Improvement Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$117,852.00

9-17-2020  
Date

  
Chief Administrative Officer

## Flood Replacement Furniture by Division

<u>Division</u>	<u>Office</u>	<u>Amount</u>	<u>Total per Division</u>	<u>Notes:</u>
Division 1				
	Judges Chambers	\$14,889		
	Court Reporter	\$3,890		
	Law Clerk	\$3,687		
	Judicial Admin Asst	\$3,528	<u>\$25,994</u>	
Division 4				
	Judges Chambers	\$4,581		Refinish & reupholster antique furniture-in progress
	Court Reporter	\$3,426		
	Law Clerk-Div 4 & 14 clerks	\$5,608		
	Judicial Admin Asst	\$2,777	<u>\$16,392</u>	
Division 6				
	Judges Chambers	\$14,889		
	Court Reporter	\$3,117		
	Law Clerk-Div 6 & 8 clerks	\$7,663		
	Judicial Admin Asst	\$2,800	<u>\$28,469</u>	
Division 8				
	Judges Chambers	\$14,889		
	Court Reporter	\$3,117		
	Law Clerk		see above in Div 6	
	Judicial Admin Asst	\$2,840	<u>\$20,846</u>	
Division 14				
	Judges Chambers	\$14,889		
	Court Reporter	\$3,890		
	Law Clerk		see above in Div 4	
	Judicial Admin Asst	\$2,777	<u>\$21,556</u>	

<u>Division</u>	<u>Office</u>	<u>Amount</u>	<u>Total per Division</u>	<u>Notes:</u>
Division 10				Replacement from evaporator leak flood damage
	Judges Chambers			
	Court Reporter	\$4,595		
	Law Clerk			
	Judicial Admin Asst		<u>\$4,595</u>	
	Total all furniture		<u>\$117,852</u>	

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5410

Sponsor(s): Theresa Cass Galvin

Date: September 21, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An ordinance to appropriate \$117,852 from undesignated fund balance in the County Improvement Fund for the replacement furniture damaged from flood events in the Circuit Court.</p>																		
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$ 117,852</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$ 117,852</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>FROM:</td><td>AMT FROM ACCT</td></tr> <tr> <td>013-9999-32810 Undesignated Fund Balance</td><td>\$ 117,852</td></tr> <tr> <td>TO:</td><td>AMT TO ACCT</td></tr> <tr> <td>013-3001-58150 Furniture &amp; Fixtures</td><td>\$ 117,852</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$ 117,852	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$ 117,852	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		FROM:	AMT FROM ACCT	013-9999-32810 Undesignated Fund Balance	\$ 117,852	TO:	AMT TO ACCT	013-3001-58150 Furniture & Fixtures	\$ 117,852
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013-3001-58150 Furniture & Fixtures	\$ 117,852																		
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Troy Schulte, County Manager,</p>																		
REQUEST SUMMARY	<p><i>This request will appropriate the necessary funds to replace the furniture in six division damaged by recent flood events that was deemed unrepairable and subsequently requires replacement. The divisions and furniture costs are attached. Per County Administration's request, standardization of division furniture was performed.</i></p>																		
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																		
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>																		
ATTACHMENTS	<p>None</p>																		
REVIEW	<table border="1"> <tr> <td>Department Director: CAO: <i>[Signature]</i></td><td>Date: 9-16-2020</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date:</td></tr> <tr> <td>Division Manager: <i>[Signature]</i></td><td>Date: 9-16-20</td></tr> <tr> <td>County Counselor's Office: <i>[Signature]</i></td><td>Date: 9/17/20</td></tr> </table>	Department Director: CAO: <i>[Signature]</i>	Date: 9-16-2020	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>[Signature]</i>	Date: 9-16-20	County Counselor's Office: <i>[Signature]</i>	Date: 9/17/20										
Department Director: CAO: <i>[Signature]</i>	Date: 9-16-2020																		
Finance (Budget Approval): <i>If applicable</i>	Date:																		
Division Manager: <i>[Signature]</i>	Date: 9-16-20																		
County Counselor's Office: <i>[Signature]</i>	Date: 9/17/20																		



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

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

Account Number:	Account Title:	Amount Not to Exceed:
32810	Undesignated Fund Balance	\$117,852

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

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 25, 2020

Ord # 5410

Department / Division		Character/Description	From	To
<b>013 County Improvement Fund</b>				
9999	-	32810 Undesignated Fund Balance	\$ 117,852	\$ -
3001	Circuit Court	58150 Office Furniture & Fixtures	-	117,852
			<u>\$ 117,852</u>	<u>\$ 117,852</u>

**APPROVED**

*By Mark Lang at 9:38 am, Aug 27, 2020*

Budget Office

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

**A RESOLUTION** authorizing the County Executive to execute a sixty-month extension to the lease with BRE Space Kansas City, LLC, of Kansas City, MO, for records storage space for use by the Recorder of Deeds Department and the 16<sup>th</sup> Judicial Circuit Court of Jackson County, at an initial estimated annual cost to the County in the amount of \$204,468.91, as a sole source purchase.

**RESOLUTION NO. 20492**, September 21, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the County has a continuing need for climate-controlled records storage and office space for use by the Recorder of Deeds' Records Center and the 16<sup>th</sup> Judicial Circuit Court of Jackson County; and,

WHEREAS, the County has leased such space from Space Center-Kansas City of Independence, MO, since 1995; and,

WHEREAS, the current lease will expire on December 31, 2020; and,

WHEREAS, in March 2019, ownership of Space Center-Kansas City was transferred to BRE (Blackstone Real Estate) Space Kansas City, LLC, of Kansas City, MO, and the property is now managed by Link Industrial Properties of Independence, MO; and,

WHEREAS, Link has submitted, on behalf of BRE, a proposal for a sixty-month extension to the current lease; and,

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

WHEREAS, the Director of Finance and Purchasing recommends award of a lease extension to BRE and Link, as sole source providers, because the cost of moving the County's records to alternate leased or newly constructed space, estimated at \$382,050.00, would be prohibitive; and,

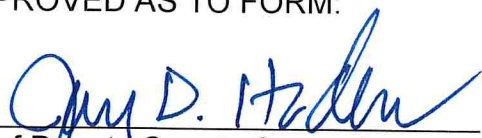
WHEREAS, the new lease term will be effective January 1, 2021, with the availability of funds for 2021 and future years subject to annual appropriation; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached extension to the lease agreement with BRE Space Kansas City, LLC, and Link Industrial Properties of Independence, MO; 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 extension, to the extent that sufficient appropriations to the using 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

I hereby certify that the attached resolution, Resolution No. 20492 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient to meet this obligation are subject to appropriation in the County's 2021 and future years' annual budgets.

9-17-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# MEMORANDUM

**To:** Barbara Casamento – Purchasing Administrator  
**From:** Robert T. Kelly, Director - Recorder of Deeds Department  
**Date:** June 1, 2020  
**RE:** Jackson County Records Center – Expiration of Existing Lease

## Background History:

The Jackson County Records Center currently leases 55,000 square feet of floor space from Space Center-Kansas City, Inc., an environmentally controlled and secure underground facility located at 1500 South Geospace Drive, Independence, Missouri for the storage of 16<sup>th</sup> Circuit Court and other County department records. A three year lease was initially signed and went into effect in April, 1996. Additional three-to-five year lease extensions, with Legislative appropriations, have been executed over time (the latest in 2015) in order to provide County-wide record storage space through December 31st, 2020.

## Records Center Storage/ Staffing:

Currently, of the 80,000 boxes stored at the Records Center, the vast majority of records retrieved from and returned to the facility on a weekly basis (370 files) are considered "Active" files, i.e., one to five years old. Remaining records retrieved from and returned to the facility are considered "Archived" files, i.e., six years or older. "Active" files comprise approximately 15% of all inventory with Archived files comprising the remaining 85%. Daily management and staffing of the Records Center is divided between the Recorder of Deeds Department and the 16th Circuit Court. All Recorder of Deeds staff salaries are funded from the Recorders Fee Fund.

## Records Center Ownership / Current Lease Expenses:

In March, 2019, ownership by Space Center storage complex was transferred to BRE (Blackstone Real Estate) Space Kansas City, LLC, and the property is now managed by Link Industrial Properties. The initial monthly fee for leasing of this space in 1996 (23 years ago) was \$15,079 per month and included additional Common Area Maintenance (CAM), janitorial and, at-that-time only, tenant improvement fees. Both CAM and janitorial fees, regarding the current lease extension, are annually adjusted based on the Consumer Price Index. Current lease expenses for this facility, negotiated in 2015, are \$2.55 per square foot plus a monthly CAM of \$0.92, totaling \$3.47 per square foot or a monthly fee of \$15,904, through the end of 2020.

## Storage Need Analysis:

An evaluation of responses regarding a recently completed five-year storage needs questionnaire submitted by twenty departments/agencies, with input from 16<sup>th</sup> Circuit Court Administration, indicated that future County-wide existing storage/space needs will remain unchanged over the next five-year period. Although various County-wide digitization initiatives have commenced in various departments/divisions and will help limit in-coming storage growth, such efforts will not immediately impact the vast majority of existing, hard-copy archived holdings that are considered permanent.

Based on such reporting and analysis, Jackson County and the 16<sup>th</sup> Circuit Court will continue to need approximately 55,000 sq. ft. of records storage space over the next several years. Options for addressing such on-going needs include: (1) Temporarily extending the County's current vendor lease; (2) Seeking less expensive alternate storage space from another storage vendor; or (3) Consider construction of a County owned facility or modification of an existing County-owned building facility (Example: Lower levels of the 14<sup>th</sup> Street parking garage) for permanent record storage.

In evaluating Option 1 the Recorder of Deeds Department approached Link Industrial Properties and asked the company to determine costs if the County wished to extend the existing lease (negotiated in 2015) for up to an additional one-to-five year period, subject to annual appropriations and/or need. Link Industrial Properties responded with a written proposal, offering to extend the current lease for an additional five year period, i.e., 2021 to 2025. Costs would average \$2.83 per square foot plus a monthly estimated CAM of \$1.01, totaling \$3.84 per square foot or a monthly fee of \$17,600.

In evaluating Option 2 seeking less expensive alternate storage, informal bids were sought in lieu of a formal Request for Proposal RFP, to assess current market pricing. Two comparable public storage space centers (Carefree Industrial Park, Indep., Mo. and Dean Underground, Kansas City, Mo. were contacted, conducted an on-site visit, and were asked for square footage estimates for Jackson County holdings. Carefree Industrial Park does not have comparable space at this time with a future build-out estimated in a \$4.00+ square foot range. Dean Underground would be over \$4.00 per square foot or a monthly fee in excess of \$18,000 in comparison with the Link Industrial Properties proposal of \$17,600.

Additional bids could be sought, either formally (RFP) or informally, but facility relocation costs would also need to be factored in overall costs estimates. A. Arnold Company (Jackson County's term and supply moving service vendor) was contacted and conducted an on-site analysis. Estimated expenses, including use of multiple transportation trailers, lifting equipment, twenty-five contact staff (with appropriate security clearances), totaled \$382,050 for the relocation of such holdings within a ten mile radius of the existing facility. Estimated project completion would take four to five weeks in order to disassemble, transport and reassemble all holdings at another location, i.e., 80,000 storage boxes/books plus 93 aisles of commercial grade shelving units twelve to fourteen feet tall. During this period of time the County, in order to maintain timely services to departments and Circuit Court divisions, would need to staff and operate two storage centers during the month+ long process.

In evaluating Option 3, based on discussion with Administration, no potential alternatives are in place through 2020 to fund either the construction or modification an existing building for records storage.

#### Management Recommendation:

Based on the above analysis, giving consideration to each of the above storage options, renewing the Space Center lease with Link Properties (that would include open termination options based on County appropriations or need), is recommended as the best near-term solution for the interim storage of Jackson County and 16<sup>th</sup> Circuit Court records.



For information only  
Not a contract

**Jackson County Lease Renewal Term Sheet**

July 29, 2020

**Landlord:** BRE Space Kansas City LLC  
**Tenant:** Jackson County Missouri  
**Premises:** 1560 West GeoSpace Dr.  
**Square Footage:** 55,000 square feet  
**Lease Commencement:** January 1, 2021  
**Lease Term:** 60 months  
**Improvements:** Building As-Is

**Rent:**

<u>From</u>	<u>To</u>	<u>#</u> <u>Months</u>	<u>Annual</u> <u>Base Rent/sf</u>	<u>Annual CAM</u> <u>Jan/Maint/sf (1)</u>	<u>Annual</u> <u>Gross Rent</u>	<u>Monthly</u> <u>Gross Rent</u>
1/1/2021	1/31/2021	1	\$0.00	\$0.00	\$0.00	\$0.00
2/1/2021	12/31/2021	11	\$2.75	\$0.97	\$204,468.91	\$17,039.08
1/1/2022	12/31/2022	12	\$2.79	\$0.99	\$207,802.04	\$17,316.84
1/1/2023	12/31/2023	12	\$2.83	\$1.01	\$211,190.48	\$17,599.21
1/1/2024	12/31/2024	12	\$2.88	\$1.03	\$214,635.19	\$17,886.27
1/1/2025	12/31/2025	12	\$2.92	\$1.05	\$218,137.09	\$18,178.09

*Annual Base Rent adjustments for common area maintenance, building maintenance and janitorial services are projected to increase by 2% annually for budgetary purposes. Current (2020) expenses are \$4,386.66/month.*

*Tax recovery estimate for the current year is as follows:*

Taxes included in lease.	\$5,500.00
2019 tax recovery	\$6,609.00



## SEVENTH ADDENDUM TO LEASE AGREEMENT

THIS SEVENTH ADDENDUM TO LEASE AGREEMENT (the "**Seventh Addendum**") is made and entered into as of \_\_\_\_\_, 2020, by and between **BRE SPACE KANSAS CITY LLC**, a Delaware limited liability company ("**Lessor**") and **JACKSON COUNTY, MISSOURI**, a First Class Constitutional Home Rule Charter County ("**Lessee**").

### RECITALS

- A. Lessor (as successor in interest to Space Center Kansas City, Inc., a Minnesota corporation, as successor in interest to GeoSpace Joint Venture, a Missouri general partnership) and Lessee are parties to that certain Lease Agreement dated December 29, 1995 (the "**Original Lease**"), which Original Lease has been previously amended by that certain First Addendum to Lease Agreement dated March 3, 1999, by that certain Second Addendum to Lease Agreement dated March 1, 2000, by that certain Third Addendum to Lease Agreement dated January 24, 2004, by that certain Fourth Addendum to Lease Agreement dated April 17, 2009, by that certain Fifth Addendum to Lease Agreement dated December 18, 2012 and by that certain Sixth Lease Agreement Addendum to Lease Agreement dated December 4, 2015 (collectively, the "**Existing Lease**"). Pursuant to the Existing Lease, Lessor has leased to Lessee space currently containing approximately **55,000** square feet of net usable space (the "**Premises**") lying below the top of the Bethany Falls ledge of rock and commonly identified as 1560 West GeoSpace Drive, Independence, Missouri 64056 (the "**Building**").
- B. The Existing Lease by its terms expires on December 31, 2020, and the parties desire to extend the term of the Existing Lease, all on the following terms and conditions. The Existing Lease as amended by this Seventh Addendum is herein referred to as the "**Lease**".

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Existing Lease and agree and represent as follows:

1. **Extension.** The term of the Existing Lease is hereby extended for a period of 60 months and shall commence on January 1, 2021 (the "**Sixth Extension Date**") and expire on December 31, 2025 ("**Sixth Extended Termination Date**"), unless sooner terminated in accordance with the terms of the Lease (the "**Sixth Extended Term**"). Effective as of the Sixth Extension Date, the term of Lease shall mean the term of the Lease as extended through the Sixth Extended Termination Date.
2. **Rent.** From and after the Sixth Extension Date, the schedule of rent payable with respect to the Premises during the Sixth Extended Term is the following:

Period	Monthly Rent
01/01/21 – 12/31/21	\$12,604.17
01/01/22 – 12/31/22	\$12,793.23
01/01/23 – 12/31/23	\$12,985.13
01/01/24 – 12/31/24	\$13,179.90
01/01/25 – 12/31/25	\$13,377.60

plus the then in effect Annual Base Rent adjustments for Common Area Maintenance, building maintenance, janitorial expenses and taxes during the term hereof, without deduction or set off, on the first day of each month. The current 2020 Expenses are \$4,386.66 per month, subject to CPI increases.

Consistent with Paragraph 3 of the Original Lease, funds sufficient to meet the Lessee's financial obligations set out herein are subject to appropriation in Lessee's 2021 and future years' annual budgets. Lessee agrees to use its best efforts to ensure that funds sufficient to cover rental payments for each year of the Lease (including the Sixth Extended Term) and any subsequent renewal term, are included in its annual budgets and agrees that in the event that sufficient funds to pay any rental payment due under the Lease are not appropriated in Lessee's annual budget for any year under the Lease, including the Sixth Extended Term and any subsequent renewal term, Lessee shall not

lease space for money from any other owner of real property or leasing agent for the purpose of storing the same materials which are to be stored on the Premises under the Lease.

3. **Condition of Premises.** Lessee is in possession of the Premises and accepts the same in their current condition subject to the Existing Lease without any agreements, representations, understandings or obligations on the part of Lessor in conjunction with this Seventh Addendum to perform any alterations, repairs or improvements.
4. **Lessor Notice and Rent Payment Addresses.** Effective as of the date of this Seventh Addendum, any notice required under the Lease to be given to Lessor shall be sent to BRE Space Kansas City LLC, 90 Park Avenue 32<sup>nd</sup> Floor, New York, New York 10016, Attention: General Counsel with a copy to BRE Space Kansas City LLC, 220 Commerce Drive, 4<sup>th</sup> Floor, Fort Washington, PA 19034, Attention: Lease Administration. Rent shall be made payable to an entity, and sent to the address or addresses, Lessor designates in writing to Lessee and shall be made by good and sufficient check payable in United States of America currency or by other means acceptable to Lessor.
5. **No Options.** The parties hereto acknowledge and agree that during the Sixth Extended Term, Lessee shall have no rights to extend the term of the Lease, or expand, terminate or contract the Premises. The parties agree that any rights existing in the Lease to extend the term of the Lease, or expand, terminate or contract the Premises shall be deleted in their entirety and are of no further force and effect.
6. **OFAC and Anti-Money Laundering Compliance Certifications.** Lessee represents, warrants and covenants to Lessor that from and after the date of this Seventh Addendum (i) Lessee is not acting for itself or acting for the benefit of, a person or entity blocked pursuant to Executive Order 13224 signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" or under any rules or regulations promulgated thereunder (collectively, the "Executive Order") and (ii) Lessee does not have any interest in any property blocked by the Executive Order. In the event that Lessee breaches the above representations, warranties or covenants in this Section, Lessor shall have the right to terminate the Lease and all other rights and remedies available at law and in equity. Lessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including costs and reasonable attorneys' fees) arising from or related to any breach of its obligations under, or of its representations, certification and warranties set forth in, this Section.
7. **Miscellaneous.** This Seventh Addendum sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as herein modified or amended, the provisions, conditions and terms of the Existing Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Existing Lease and this Seventh Addendum, the provisions of this Seventh Addendum shall govern and control. Each signatory of this Seventh Addendum represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. The capitalized terms used in this Seventh Addendum shall have the same definitions as set forth in the Existing Lease to the extent that such capitalized terms are defined therein and not redefined in this Seventh Addendum. Lessee hereby represents to Lessor that Lessee has dealt with no broker, agent or finder in connection with this Seventh Addendum. Lessee agrees to indemnify and hold Lessor, its trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, harmless from all claims of any brokers, agents or finders claiming to have represented Lessee in connection with this Seventh Addendum. Lessor hereby represents to Lessee that Lessor has dealt with no broker, agent or finder in connection with this Seventh Addendum. Lessor agrees to indemnify and hold Lessee, its trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers, agents or finders claiming to have represented Lessor in connection with this Seventh Addendum. This Seventh Addendum may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Seventh Addendum shall be deemed the equivalent of the delivery of the original, and any party so delivering a facsimile or pdf copy of the signed counterpart of this Seventh Addendum by email transmission shall in all events deliver to the other party an original signature promptly upon request.

[SIGNATURES ARE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Seventh Addendum in two or more counterparts as of the day and year first above written.

**LESSOR:**

**BRE SPACE KANSAS CITY LLC**, a Delaware limited liability company

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

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

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

**LESSEE:**

**JACKSON COUNTY, MISSOURI**, a First Class Constitutional Home Rule Charter County

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

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

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

**REQUEST FOR LEGISLATIVE ACTION****Version 6/10/19**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20492

Sponsor(s): Charlie Franklin

Date: September 21, 2020

<b>SUBJECT</b>	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: <u>Approving a Sixty Month Lease for the County Records Center with BRE/Blackstone Real Estate Space Kansas City, LLC of Kansas City, Missouri and Link Industrial Properties of Independence, Missouri for use by Recorder of Deeds and the 16<sup>th</sup> Judicial Circuit Court of Jackson County, Missouri as a Sole Source at an estimated cost in 2021 of \$204,469.</u>											
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$202,352</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: _____</p> <p>New lease will begin February 1, 2021 and is subject to the appropriation of 2021 funds; the four renewals of the lease are also subject to appropriation of funds for that fiscal year.</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$202,352	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:	\$202,352											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number:	\$											
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): _____ Prior resolutions and (date): 11036 11/27/95; 16850 3/16/09; 18330 11/27/12 and 18980 10/29/15											
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253											
<b>REQUEST SUMMARY</b>	<p>The Jackson County, Missouri Records Center has been located at the Space Center-Kansas City in Independence, Missouri, an environmentally controlled and secure underground facility since 1996. The Records Center houses records for the 16<sup>th</sup> Judicial Circuit Court and Jackson County, Missouri and is staffed by both Court and County personnel. A five-year questionnaire received from Courts and County indicated that the future need of storage space will remain unchanged.</p> <p>In March of 2019 ownership by the Space Center-Kansas City was transferred to BRE (Blackstone Real Estate) Space Kansas City LLC and the property is now managed by Link Industrial Properties of Independence, Missouri which will require a new lease. A quote received from Link for a Sixty-Month Contract is attached and shows monthly in the estimated annual amount of \$204,469. The Recorder of Deeds requested quotes from two environmentally controlled storage facilities in the Greater Kansas City, Missouri Metropolitan Area: one facility did not have comparable space to offer and the other quote was higher than the quote from Link Industrial Properties. An On-Site Analysis obtained from the County's current Term and Supply Vendor for Moving Services estimated it would cost \$382,050 to disassemble, transport and reassemble the current Records Center to another location. Other options such as building a new facility or remodeling an existing facility owned by the County are not viable options at this time.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Recorder of Deeds and the Purchasing Department requests the approval of a new lease with BRE (Blackstone Real Estate) Space Kansas City, LLC and Link Industrial Properties of Independence, Missouri as a Sole Source as the only option affordable for the County.</p>											

CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      No goals assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Memorandums from Bob Kelly, Director of Recorder of Deeds Department, Quote from Link and the Addendum to the Lease Agreement	
REVIEW	Department Director: <i>Robert T. Kelly</i>	Date: <i>9/17/2020</i>
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid black; padding: 2px;"> <b>APPROVED</b>          By Mark Lang at 9:52 am, Sep 17, 2020       </div>
	Division Manager: <i>[Signature]</i>	Date: <i>9-17-2020</i>
	County Counselor's Office: <i>Bryan Covinsky</i>	Date: <i>9/12/20</i>

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☒ Funds sufficient for this expenditure will be/were appropriated in the 2021 and future years County budget.
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

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

**A RESOLUTION** awarding a contract for the lease of golf carts, a beverage cart, a range picker, and accessories for use by the Parks + Rec Department to E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, at a total four-year cost not to exceed \$227,472.00, under the terms and conditions of National IPA Contract No. 161101, an existing government contract.

**RESOLUTION NO. 20493**, September 21, 2020

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for golf carts, a beverage cart, a range picker, and accessories equipment for use at the Fred Arbanas Golf Course; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for this equipment to E-Z-Go Division of Textron, Inc., of Augusta GA, at a total four-year cost commencing in 2021 not to exceed \$227,472.00, under the terms and conditions of National IPA Contract No. 161101, an existing government contract; and,

WHEREAS, the Director of Finance and Purchasing further recommends award to PNC Equipment Finance, LLC, of Cincinnati, Ohio, for the lease financing of this equipment; and,

WHEREAS, the Director of Finance and Purchasing recommends the purchases under the terms and conditions set forth in National IPA Contract No. 161101, an existing government contract, due to the volume discounts offered to large entities; and,



WHEREAS, this award is effective January 1, 2021, with the availability of funds subject to annual appropriation; now therefore,

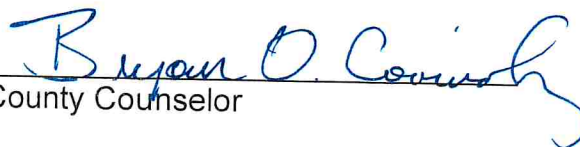
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

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

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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20493 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient for this expenditure are subject to appropriation in the 2021 and future years' annual budgets.

9-17-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20493

Sponsor(s): Tony Miller

Date: September 21, 2020

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Forty-Eight Month Lease of 2021 Golf Carts, Beverage Cart, Range Picker and Accessories for the Parks - Rec Department to EZ-Go Division of Textron, Inc. of August, GA under the terms and conditions set forth in the National IGA (National Intergovernmental Purchasing Alliance) Contract No. 161101, an existing governmental contract, with financing carried by PNC Equipment Finance of Cincinnati, Ohio effective January 1, 2021.</u></p>															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td></td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td><td>\$</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>This lease will become effective January 1, 2021 and will be a Forty-Eight Month Lease subject to annual budget appropriation. Monthly payments will be \$4,739 for 76 Model 2021 Golf Carts, Range Picker, Beverage Cart and Accessories. Annual Amount: \$56,868 48 Month Total: \$227,472</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:			Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number:		\$
Amount authorized by this legislation this fiscal year:		\$														
Amount previously authorized this fiscal year:																
Total amount authorized after this legislative action:		\$														
Amount budgeted for this item * (including transfers):		\$														
Source of funding (name of fund) and account code number:		\$														
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 19264 dated 1/26/16 and 19614 dated 10/16/17</p>															
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>															
REQUEST SUMMARY	<p>The Parks + Rec Department requires a contract for the lease of 2021 Golf Carts, Range Picker, Beverage Cart and Accessories for use by the Fred Arbanas Golf Course and would like to use the National IPA Contract, an existing, competitively bid government contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Parks + Rec Department and the Purchasing Department recommend a Forty-Eight Month Lease of 76 Golf Carts, Range Picker, Beverage Cart and Accessories from EZ-Go Division of Textron, Inc. of Augusta, GA under the terms and conditions of the National IPA Contract No. 161101, an existing government contract in the aggregate annual amount of \$56,868 with financing carried by PNC Equipment Finance LLC of Cincinnati, OH. Financing options were included in the National IPA Contract.</p> <p>The Purchasing Department recommends the lease agreement be made under this competitively bid government contract due to the higher volume discounts offered to larger government entities and/or buying groups.</p>															

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)

COMPLIANCE

- ☐ MBE Goals  
☐ WBE Goals  
☐ VBE Goals
- No goals assigned

ATTACHMENTS

Recommendation Memorandum from Bob McMillin, Superintendent of Golf and Marinas, Quotation from EZ-Go and the pertinent pages of the National IPA Contract No. 161101

REVIEW

Department Director:

*Michelle Newman*

Date:  
Sept. 8, 2020

Finance (Budget Approval):

*If applicable*

Division Manager:

**APPROVED**

By Mark Lang at 9:49 am, Sep 10, 2020

Date:

County Counselor's Office:

*Wray M. Schutte*  
*Bryan Cousin*

Date:

*9-16-2020*

Date:

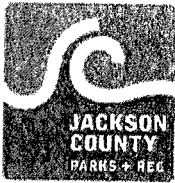
*9/17/20*

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☒ Funds sufficient for this expenditure will be/were appropriated \_\_\_\_\_ In the county's 2021 and future years' budgets.
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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



**JACKSON COUNTY**  
**Parks + Rec**

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

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

## MEMORANDUM

August 7, 2020

Barb,

The current EZ-GO Textron four year Golf Cart Lease Agreement ends December 31, 2020. Jackson County Parks + Rec recommends using the NIPA/OMNIA Partners agreement through EZ-GO Textron Company, to lease 76 TXT Gas golf carts. This agreement will also include a Hauler 1200X Range Picker and Hauler 1200X Beverage cart, all to be used at the Fred Arbanas Golf Course. Throughout our relationship with EZ-GO, their Representative and Service Tech have always been very responsive to our needs and available when cart issues arose.

The current lease fleet payments are to PNC in a monthly amount of \$4,461.09 for 76 carts, 1 Range Picker and 1 Beverage cart. The new monthly four year Lease Agreement proposed amount would be \$4,738.60 for the 76 golf carts and two 1200 Haulers. This is an exceptional price, as it is only an increase of \$277.51. We would be receiving an all new fleet of carts with added technology for fuel savings and performance.

Upon acceptance of the new Lease Proposal, the Fred Arbanas Golf Course's current payment schedule will be terminated after the October 2020 payment has been made. All costs for November & December will be forgiven, saving the Arbanas Golf Course \$8,922.18 in our 2020 budget. The new fleet would be delivered late October or early November, with first payment due January 2021.

Thank you,

Bob McMillin  
Superintendent of Golf & Marina's  
Jackson County Parks + Rec  
11100 View High Drive  
Kansas City, Missouri 64134  
Office: 816-765-8405  
Email: [bmcmillin@jacksongov.org](mailto:bmcmillin@jacksongov.org)  
Web: [www.MakeYourDayHere.com](http://www.MakeYourDayHere.com)



Frank White, Jr., County Executive

# Pricing

August 3, 2020

Fred Arbanas GC

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
76	TXT Gas	2021	48 Mth FMV Lease	\$62.35	\$4,738.60

INCLUDED ACCESSORIES			
Color: TBD Color	Sun Canopy Top	Windshield Fold-Down	Message Holder
Fuel Oil Gauge	Hubcaps	Logo	Numbers
Hauler 1200X RANGE	Hauler 1200X BEVERAGE	NIPA Contract	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

## TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	68	TXT G	2017	Current Lease
E-Z-GO	8	TXT G	2018	Current Lease
Cushman	2	Hauler 1200XG	2017	Current Lease
		None		

## LEASE PROGRAM DETAILS

Payment schedule: **48 Mth Straight Pay FMV Lease** Payment months: **January - December**  
 Delivery: **Late October Early November 2020** First pay: **January 2021**

## CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, Fred Arbanas GC's current lease schedule(s) **200517000 209845000** will be terminated after the **October 2020** payment has been made provided the lease is current and in good standing.

## SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Fred Arbanas GC must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

New Range Ball Cage and New Beverage Insert

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Fred Arbanas GC

E-Z-GO Division of Textron Inc.

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

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

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

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



A Textron Company



CUSHMAN



## Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

EZ-Go, Division of Textron Inc. hereby provides notice of the following update to  
(Vendor Name)

Contract number: R16101 for golf, utility, Hospitality Carts on this date 10/9/19  
parts, accessories, supplies + Related Services

**Instructions:** Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

☐ **Authorized Distributors/Dealers**

\_\_\_\_ Addition

\_\_\_\_ Deletion

\_\_\_\_ Supporting Documentation

☒ **Price Update**

VLF Supporting Documentation

☐ **Products/Services**

\_\_\_\_ New Addition

\_\_\_\_ Update Only

\_\_\_\_ Supporting Documentation

☐ **Discontinued Products/Services**

\_\_\_\_ Supporting Documentation

☐ **States/Territories**

\_\_\_\_ Supporting Documentation

☐ **Other**

\_\_\_\_ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Industrial vehicles on contract (Cushman) base model  
pricing has been reduced, 90 discount needs to be reduced  
on contract from 30% to 10%

Submitted By: Victoria Ferreira

Title: Government Sales

Contact Number: 706-772-5982

Email Address: Vferreira@textron.com

☒ **Approved Date** 10/14/2019

☐ **Denied Date** \_\_\_\_\_

DocuSigned by:

Robert Zingelmann

Region 4 ESC:

UBTD33B60130310

625110	TXT 48V - Fleet Car	42%
625111	TXT Gas - Fleet Car	42%
654601	TXT Electric ELITE 2.0 - Fleet Car	30%
654601	TXT Electric ELITE 3.0 - Fleet Car	28%
654601	TXT Electric ELITE 4.0 - Fleet Car	26%
625112	TXT Freedom Electric	29%
625113	TXT Freedom Gas	25%
654601	TXT Freedom ELITE 2.0	31%
654601	TXT Freedom Electric ELITE 3.0	23%
654601	TXT Freedom Electric ELITE 4.0	23%
TFMGPS	Textron Fleet Management GPS Screenless Shield (36)	25%
TFMGPS	Textron Fleet Management GPS Screenless Shield (48)	25%
TFMGPS	Textron Fleet Management GPS Screenless Shield (60)	25%
TFMGPS	Textron Fleet Management GPS TKV 7 (36)	25%
TFMGPS	Textron Fleet Management GPS TKV 7 (48)	25%
TFMGPS	Textron Fleet Management GPS TKV 7 (60)	25%
TFMGPS	Textron Fleet Management GPS TKV 7EX (36)	25%
TFMGPS	Textron Fleet Management GPS TKV 7EX (48)	25%
TFMGPS	Textron Fleet Management GPS TKV 7EX (60)	25%
TFMGPS	Textron Fleet Management GPS TKV 10EX (36)	25%
TFMGPS	Textron Fleet Management GPS TKV 10EX (48)	25%
TFMGPS	Textron Fleet Management GPS TKV 10EX (60)	25%
628444	TXT Valor Gas	10%
643509	2FIVE LSV - 4 Passenger	15%
661576	TXT Freedom 72 Volt	42%
689750	Express S4 72V	10%
657074	Express S4 Gas	10%
696369	Express S4 Electric ELITE 2.0	10%
671124	Express L6 72V	10%
657075	Express L6 - Gas	10%
696375	Express L6 ELITE 3.0	10%
682718	Express 4x4 72V Electric	10%

## Textron Off Road New Additions

A2018KSB2BUSR	ALTERRA DVX 90	10%
A2018KXB2BUST	ALTERRA 90	10%
A2018KYC2BUST	ALTERRA 150	10%
A2018KAF2BUSG	Alterra 300	5%
A2018KAF2BUSR	Alterra 300	5%
A2018KAK4CUSR	ALTERRA 500	5%
A2018KAK4CUSG	ALTERRA 500	5%
A2018XAT4EUSR	ALTERRA 700	10%
A2018XCT1PUSI	ALTERRA 700 XT EPS	10%
A2018XCT1PUSH	ALTERRA 700 XT EPS	10%
A2018IBT4EUSP	ALTERRA VLX 700	5%
A2018IBT4EUSH	ALTERRA VLX 700	5%
A2018IBT1PUSP	ALTERRA VLX 700 EPS	5%
A2018IBT1PUSH	ALTERRA VLX 700 EPS	5%
A2018MLT1PUSI	ALTERRA MUDPRO 700 LTD EPS	10%
A2018BAT1PUSP	ALTERRA TBX 700 EPS	10%
U2018PAK4CUSR	PROWLER 500	5%
U2018W5T4CUSZ	WILDCAT TRAIL	5%
U2018WCT2PUSW	WILDCAT TRAIL XT EPS	10%
U2018WXT2PUSC	WILDCAT TRAIL LTD EPS	10%



June 27, 2019

Ms. MaryEllen Williams  
Contracts Administrator  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Road  
Augusta, GA 30906  
[mwilliams@textron.com](mailto:mwilliams@textron.com)

Re: Renewal Award of Contract #161101

Dear Ms. Williams:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on June 18, 2019, Region 4 ESC is pleased to announce that E-Z-GO Division of Textron Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on October 11, 2016, and subsequent performance thereafter:

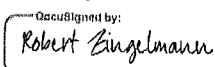
**Contract**

Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services

The contract will expire on December 31, 2020, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Michael Lasley, at (615) 236-9072 or [michael.lasley@omniapartners.com](mailto:michael.lasley@omniapartners.com).

The partnership between E-Z-GO Division of Textron Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:  
  
081033800139488

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services



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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Show Me PACE Clean Energy District relating to the collection and distribution of special assessments, at no cost to the County.

**RESOLUTION NO. 20494**, September 21, 2020

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

WHEREAS, the Show Me PACE Clean Energy District is a political subdivision whose purpose is to promote the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and,

WHEREAS, the District has requested the execution of a Cooperative Agreement that sets out the rights and obligations of each party relating to the collection and distribution of special assessments imposed by the clean energy development board; and,

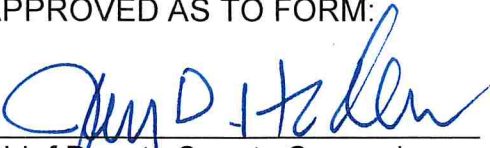
WHEREAS, the execution of this Cooperative Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

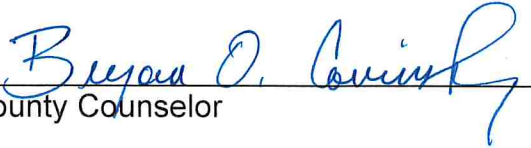
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and is hereby authorized to execute the attached Cooperative Agreement with the Show Me PACE Clean Energy District.



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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20494 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**COOPERATIVE AGREEMENT FOR COLLECTION OF**  
**PACE SPECIAL ASSESSMENTS**

This Agreement is made and entered into effective as of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between Jackson County, Missouri (“**County**”), and Show Me PACE Clean Energy District (“**Board**”).

WITNESSETH:

**WHEREAS**, the Board is a political subdivision of the State of Missouri, organized under RSMO Sections 67.2800 to 67.2835, as amended (the “**Act**”), and having authority to enter into this Agreement pursuant to RSMO Sections 70.210 to 70.230; and

**WHEREAS**, on June 15, 2015 the Board was created by Ordinance 919 of the City of Bel Nor, Missouri; and

**WHEREAS**, the Act provides that the county collector is to collect and distribute special assessments imposed by a clean energy development board such as the Board in the same manner as ad valorem taxes, and the Board and the County desire to set forth their mutual agreements with respect thereto, as more particularly set forth in this Agreement; and

**WHEREAS**, prior to the Effective Date, the Board entered into multiple commercial assessment contracts, as defined in RSMO Section 67.2815, described on **Exhibit A**, attached hereto and incorporated herein by reference (the “Prior Commercial Contracts”) and the Board desires that the County collect and distribute the special assessments levied under the Prior Commercial Contracts.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the parties as follows:

1. (a) The County will include on its annual joint governmental property tax bills the special assessments levied by the Board (“**Special Assessments**”) which are levied for the tax year of the annual tax bill and are not delinquent, provided that not later than September 1 of said tax year, such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County’s billing system, and are certified to the County in writing by the Board’s District Administrator (collectively, “**Annual Special Assessments**”, and individually, “**Annual Special Assessment**”). Upon written request by the Board, the County, in the County’s sole and absolute discretion, may include on non-annual property tax bills Special Assessments levied by the Board that are levied for the tax year of the tax bill, provided that such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County’s billing system,

and are certified to the County in writing by the Board's District Administrator (collectively, "**Non-annual Special Assessments**", and individually, "**Non-annual Special Assessment**"). Non-annual Special Assessments that are to be billed by the County will be billed by the County within sixty (60) days after such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County's billing system, and are certified to the County in writing by the Board's District Administrator. Any Special Assessment certified by the Board's District Administrator to the County for inclusion in a County property tax bill under this section after September 1 of the applicable tax year shall be deemed to constitute a request by the Board for said Special Assessment to be included in a non-annual property tax bill of the County as a Non-annual Special Assessment.

(b) The Board's request for billing of Special Assessments by the County shall include the parcel number of each parcel against which such Special Assessment has been levied, the designation of such Special Assessment levied against each such parcel as "Show Me PACE" or "Ygrene SMP", the amount of such Special Assessment levied against each such parcel, and a certification by the Board's District Administrator that to the best of his or her knowledge, each such Special Assessment was properly levied by the Board, and is proper, valid, legally authorized and accurate. The Board shall be solely responsible for the calculation and determination of the amount of any Special Assessment levied by the Board against any parcel. The County shall have no responsibility or obligation for any such calculation or determination.

(c) The County will assess interest, delinquent and back tax collection fees, and other fees and charges on delinquent Special Assessments included on County tax bills at the same rates and in the same manner as on delinquent ad valorem real property taxes.

2. The County will accept payment of Special Assessments and related charges billed by the County at any location and in any manner that the County then accepts payment of ad valorem real property taxes.

3. For each Special Assessment, the related special assessment and interest assessed thereon collected by the County, less Authorized Deductions (defined below) for such Special Assessment shall be distributed by the County to the Board via ACH (Automated Clearinghouse) on or before the fifteenth day of each month to the "Show Me PACE" bank account of the Board or the "Ygrene SMP" bank account of the Board in accordance with the designations by the Board under subsection 1(b), of this Agreement (collectively, "**Distributions**", and individually, "**Distribution**"); provided that amounts impounded under RSMO Section 139.031 or otherwise not lawfully available for distribution due to protest or challenge ("**Impounds**") shall not be subject to distribution under this section. As used herein, the term "**Authorized Deductions**" shall mean and include Collector's Commissions (defined below), Supplemental Processing Charges (defined below), Extraordinary Collection Costs (defined below), Indemnity Obligation Amounts (defined below), Assessment Fund Amounts (defined below), Correction Amounts (defined below), Impounds, and all other retentions, offsets and deductions that the County is authorized to deduct from distributions under this Agreement and/or Missouri

law. Any amount required to be distributed to the Board for a given Special Assessment under this section shall be subject to offset for amounts previously distributed to the Board for that Special Assessment that were assessed, collected or distributed in error ("**Correction Amounts**"). With each Distribution the County shall provide the Board a detailed accounting of all amounts collected and the Authorized Deductions withheld for each parcel of property, in substantially the form attached as **Exhibit B** to this Agreement showing the applicable parcel number, the base amount and interest amount collected for each parcel, and the Collector's Commission and Assessment Fund Amount applicable to each parcel.

4. The County shall be entitled to a collection fee equal to a percentage of each Special Assessment and interest assessed thereon collected by the County at the same rate and in the same manner as provided under RSMO Section 52.260 for the collection of taxes by the County (the "**Collector's Commissions**"). To provide for payment of Collector's Commissions for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Collector's Commissions shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

5. The County shall be entitled to reimbursement by the Board in the sum of fifty dollars (\$50.00) for each Non-annual Special Assessment billed by the County, as reimbursement for additional labor, printing and postage costs associated with such billing and additional labor and other costs associated with the collection of such assessments ("**Supplemental Processing Charges**"). To provide for payment of Supplemental Processing Charges for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Supplemental Processing Charges shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

6. In the event that any Special Assessment billed by the County under this Agreement is uncollectible by the County due to the Board's failure or inability to support its claim in defense thereof, the Board's retraction or dismissal thereof, the impropriety, invalidity or inaccuracy thereof, the Board's failure to comply with the provisions of the Act or this Agreement, any inconsistency or conflict between the provisions of the Act and any other provision of Missouri law, or the statute of limitations, then the County shall be entitled to reimbursement by the Board of all expenses incurred by the County in connection with the billing and attempt to collect such uncollectible Special Assessment, as follows ("**Extraordinary Collection Costs**"): (a) the sum of fifty dollars (\$50.00) for each such uncollectible Special Assessment as reimbursement for associated County labor costs; and (b) the pro rata portion of all other costs and fees (including, without limitation, attorney's fees and suit costs at statutory rates, publication costs and posting costs) allocable to each such uncollectible Special Assessment as reimbursement for such costs

and fees. To provide for payment of Extraordinary Collection Costs for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Extraordinary Collection Costs shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

7. The County shall be entitled to reimbursement by the Board for, and the Board shall hold the County harmless from and indemnify and defend the County against, any and all claims, demands, actions, causes of action, suits, writs, judgments, damages, expenses and costs (including, without limitation, reasonable in-house and outside counsel attorney's fees and court costs) directly resulting from or arising out of any special assessment, lien or default under any of the Prior Commercial Contracts or any judicial challenge to (i) the propriety, validity or accuracy of any Special Assessment certified to the County by the Board, or (ii) the termination of a Special Assessment lien or related assessment contract or any other lien or other rights by reason of the foreclosure of such Special Assessment lien under RSMO Chapter 141, except to the extent that the County fails to notify the Board in writing promptly after receiving notice of the commencement of the applicable claim, demand, action, cause of action, suit or writ (a "**Claim Notice**"), and such failure results in prejudice to any defense by the Board authorized in this section (the "**Indemnity Obligation**"). Any amounts owed to the County under the Indemnity Obligation shall be herein referred to as "**Indemnity Obligation Amounts**". To provide for payment of Indemnity Obligation Amounts for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Indemnity Obligation Amounts shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions. Notwithstanding the foregoing, the Board shall have the right, at its option and at its expense, to elect in writing to provide the County with a defense against such claim, demand, action, cause of action, suit or writ with counsel reasonably acceptable to the County (the "**Assumption of Defense Notice**"), in which event (a) the Indemnity Obligation will not include in-house or outside counsel attorney's fees except those incurred by the Board for the defense provided to the County and except those incurred by the County after the County gives the applicable Claim Notice to the Board but prior to the County's receipt of the Assumption of Defense Notice, and (b) the Board shall have the right to compromise and settle any such claim, demand, action, cause of action, suit or writ on terms acceptable to the Board in its sole discretion, so long as the Board obtains a complete release of the County from any such claim, demand, action, cause of action, suit or writ.

8. The County shall be entitled to retain an amount equal to the percentages of all Special Assessments collected by the County at the same rates and in the same manner as provided under RSMo Sections 137.082 and 137.720 in connection with the collection of ad valorem taxes by the County ("**Assessment Fund Amounts**") for deposit into the County's assessment fund. To provide for payment of Assessment Fund Amounts for a given Special Assessment, the County may deduct said amounts from the distribution of

monies for such Special Assessment made to the Board by the County. The Assessment Fund Amounts shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

9. This Agreement shall be effective as of the Effective Date and shall continue in force and effect unless terminated by either party upon ninety (90) days' advance written notice to the other party. In the event of such termination, the provisions of this Agreement shall continue to apply with respect to Special Assessments certified to the County by the Board prior to such termination.

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

11. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

12. This Agreement may be recorded by the Board in the office of the Recorder of Deeds, Jackson County, Missouri.

13. This Agreement incorporates the entire understanding and agreement of the parties with respect to the subject matter hereof. Neither party waives its legal rights with respect to issues outside or not contained in this Agreement.

14. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Missouri, County of Jackson.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, this Agreement is executed in duplicate originals the date noted after respective signatures of the parties.

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_  
Frank White, County Executive

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Clerk of the County Legislature

Approved as to form:

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

**SHOW ME PACE CLEAN ENERGY DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

**EXHIBIT A**  
**PRIOR COMMERCIAL CONTRACTS**

<b>Date of PACE Loan</b>	<b>Borrower</b>	<b>Property Address</b>	<b>County</b>	<b>Property Tax Key #</b>
11/7/2016	LSP Walnut LLC	1721-1723 Walnut St., Kansas City, MO 64108	Jackson County	29-520-03-10-00-0-00-000
11/10/2016	Brookfield Hotel Operator LLC	101 W, 11th St., Kansas City, MO 64105	Jackson County	29-220-46-01-00-0-00-000 Unit 1
11/10/2016	Brookfield Hotel Investment LLC	101 W, 11th St., Kansas City, MO 64105	Jackson County	29-220-46-01-00-0-00-000 Unit 2
12/18/2017	Crossroads Hotel Group LLC	2020 Grand Ave. Kansas City, MO	Jackson County	29-520-35-05-00-0-00-000
3/13/2018	Planned Industrial Expansion Authority of Kansas City, Missouri	1800 Genessee St. Kansas City MO 64102	Jackson County	29-420-16-01-0-00-000
5/31/2018	Beacon Hill Hotel Partners LLC	2321 Troost Ave., Kansas City, MO 64108	Jackson County	29-630-08-18-0-00-000
11/20/2018	Interstate Building LLC	417 E. 13th St., Kansas City, MO 64106	Jackson County	29-240-09-01-00-0-00-000
5/31/2019	Planned Industrial Expansion Authority of Kansas City, Missouri	720 Main St. Kansas City, MO 64105	Jackson County	29-220-14-11-00-0-00-000
7/24/2019	Dalton's 63rd Street Shops LLC	5400 E. 45th St. Kansas City MO 64130	Jackson County	31-510-08-04-00-0-00-000
6/7/2019	900 BroadwayKC, LLC	900 Broadway Blvd., Kansas City, MO 64105	Jackson County	29-310-29-19-00-0-00-000
9/20/2019	3115 Troost Ave	3115 & 3131 Troost Ave, Kansas City, Missouri 64109	Jackson County	29-730-07-18-00-0- 00-000
9/20/2019	Troost Tycor NAIM	3103 & 3109 Troost Ave Kansas City MO 64109	Jackson County	29-730-07-15-00-0- 00-000
10/1/2019	West Bottoms Flats, LLC	925 - 927 Wyoming Ave. Kansas City, MO 64101	Jackson County	29-320-22-07-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	925 - 927 Wyoming Ave. Kansas City, MO 64101	Jackson County	29-320-22-18-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	1501 - 1515 West 9th St, Kansas City, MO 64101	Jackson County	29-320-22-15-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	1515 West 9th St. Kansas City, MO 65101	Jackson County	29-320-22-21-00-0-00-000
11/21/2019	ANS Hospitality, LLC	12510 South US71 HWY, Grandview, MO 64030	Jackson County	64-810-05-15-00-0-00-000



JACKSON COUNTY, MISSOURI

TAX DISTRIBUTION - COLLECTION DATES: \_\_\_\_\_ THRU \_\_\_\_\_  
Distribution Date: \_\_\_\_\_

	TAX YEAR		TOTAL COLLECTIONS	COLLECTORS COMMISSION	ASSESSMENT FUND	TOTAL COMMISSION	NET DISTRIBUTION
MISSOURI CLEAN ENERGY DISTRICT	2019	BASE TAX					
	2019	INTEREST					
	2018	BASE TAX					
	2018	INTEREST					
	2017	BASE TAX					
	2017	INTEREST					
		TOTAL					

EXHIBIT B Page 2 of 2

JACKSON COUNTY, MISSOURI  
TAX DISTRIBUTION

COLLECTION DATES: \_\_\_\_\_ THUR \_\_\_\_\_  
DISTRIBUTION DATE: \_\_\_\_\_

tax year	parcel number	ft type	org name	fund name	amount
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**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute petitions for the voluntary annexation of road rights-of-way located on Shepherd and Cowhead Roads, adjacent to the City of Blue Springs

**RESOLUTION NO. 20495**, September 21, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, Jackson County is the owner of certain property known as the Shepherd and Cowhead Road rights-of-way adjacent to the city of Blue Springs; and,

WHEREAS, the City has requested that it be allowed to annex portions of these rights-of-way; and,

WHEREAS, in order to facilitate the annexation process, the City has requested the County to execute Voluntary Petitions of Annexation, pursuant to § 71.012, RSMo; and,

WHEREAS, annexation of these rights-of-way by the City is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Voluntary Petitions of Annexation.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20495 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

RETURN TO  
Director of Community Development  
City Hall Annex  
903 Main  
Blue Springs, Missouri 64015  
816-228-0207 (FAX: 816-228-0225)  
[comdevlegal@bluespringsgov.com](mailto:comdevlegal@bluespringsgov.com)  
[www.bluespringsgov.com](http://www.bluespringsgov.com)



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**PETITION OF VOLUNTARY ANNEXATION  
TO  
THE CITY OF BLUE SPRINGS, MISSOURI**

The County of Jackson, by and through the undersigned, hereinafter referred to as the Petitioner, for its Petition to the City Council of the City of Blue Springs, Missouri, states and alleges as follows:

1. That it is the owner of record of the real estate in Jackson County, Missouri described as set out in Exhibit A of this Petition, attached hereto and incorporated herein by reference.
2. That it agrees that the City shall instruct the developer of the adjoining property to post one or more Public Hearing signs to be provided by the City.
3. That it acknowledges the City will send notification to property owners within 185 ft. of its property. The City will also legally publish notice of the hearing at the City or the developer's cost.
4. That the said real estate is not now a part of any incorporated municipality.
5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.
6. That it requests that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jackson County, Missouri

By: \_\_\_\_\_  
Frank White, Jr., County Executive  
415 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64016

Approved as to Form

By: \_\_\_\_\_  
Bryan Covinsky, County Counselor

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON)

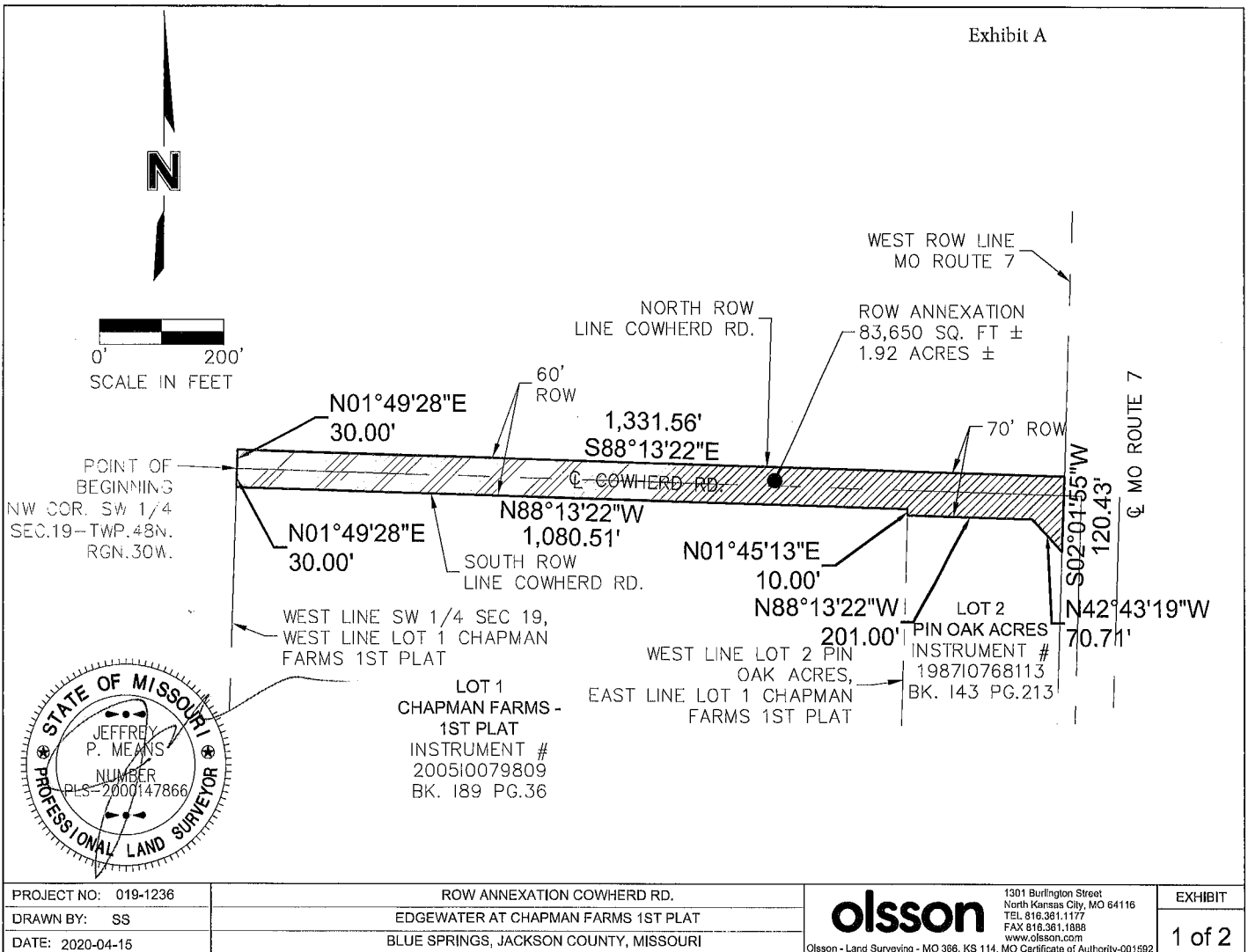
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Frank White, Jr., County Executive, Jackson County, Missouri, who executed the foregoing instrument and acknowledged that he executed the same as a free act and deed and on behalf of said County.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, Missouri the day and year first above written.

/s/ \_\_\_\_\_  
Notary Public  
My Official Term Expires:

(Seal)

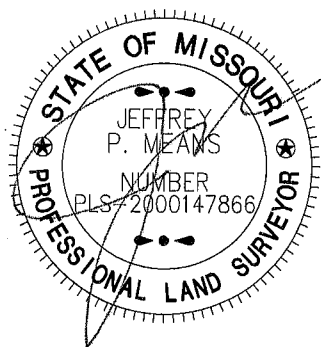
Exhibit A



EDGEWATER 1ST PLAT  
Olsson No. 019-1236  
April 15, 2020

ROW Annexation Description:

A tract of land in the Southwest Quarter of Section 19 Township 48 North, Range 30 West of the 5th Principal Meridian in Blue Springs, Jackson County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as a Right of Way Annexation as follows: Beginning at the Northwest corner of said Southwest Quarter; thence North 01°49'28" East, 30.00 feet to a point on the Northerly Right Of Way line of Cowherd Rd. as now established; thence South 88°13'22" East on said Northerly line, 1,331.56 feet to a point on the Westerly Right Of Way line of Missouri Route 7 as now established; thence South 02°01'55" West on said Westerly line, 120.43 feet to the Northeasterly Corner of Lot 2 PIN OAK ACRES, a subdivision of land in said Blue Springs recorded as Instrument Number 198710768113 in Book 143 at Page 213 in the Jackson County Recorder of Deeds Office also being a point on the Southerly Right of Way line of said Cowherd Rd.; thence North 42°43'19" West on said Southerly line, 70.71 feet to the Northeast Corner of Said Lot 2 PIN OAK ACRES; thence North 88°13'22" West, 201.00 feet to the Northwest Corner of said Lot 2 PIN OAK ACRES also being a point on the East line of Lot 1 CHAPMAN FARMS 1ST PLAT, a subdivision of land in said Blue Springs recorded as Instrument Number 200510079809 in Book 189 at Page 36 in the Jackson County Recorder of Deeds Office; thence North 01°45'13" East on said East line, 10.00 feet to the Northeast Corner of said Lot 1 CHAPMAN FARMS 1<sup>ST</sup> PLAT; thence North 88°13'22" West, 1,080.51 feet to the Northwest Corner of Said Lot 1 CHAPMAN FARMS 1<sup>ST</sup> PLAT also being a point on the West line of said Southwest Quarter; thence North 01°49'28" East on said West line, 30.00 feet to the Point of Beginning. Containing 83,650 square feet or 1.92 acres, more or less.



USER: sschfeld

DWG: F:\2019\1001-1500\019-1236\40-Design\Survey\SRV\Sheets\ROW COWHERD\V\_ESM\_ROW91236.dwg  
DATE: Apr 15, 2020 4:22pm

PROJECT NO: 019-1236	ROW ANNEXATION COWHERD RD.
DRAWN BY: SS	EDGEWATER AT CHAPMAN FARMS 1ST PLAT
DATE: 2020-04-15	BLUE SPRINGS, JACKSON COUNTY, MISSOURI

**olsson**

1301 Burlington Street  
North Kansas City, MO 64116  
TEL 816.361.1177  
FAX 816.361.1888  
www.olsson.com  
Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592

EXHIBIT

2 of 2



RETURN TO  
Director of Community Development  
City Hall Annex  
903 Main  
Blue Springs, Missouri 64015  
816-228-0207 (FAX: 816-228-0225)  
[comdevlegal@bluespringsgov.com](mailto:comdevlegal@bluespringsgov.com)  
[www.bluespringsgov.com](http://www.bluespringsgov.com)



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**PETITION OF VOLUNTARY ANNEXATION  
TO  
THE CITY OF BLUE SPRINGS, MISSOURI**

The County of Jackson, by and through the undersigned, hereinafter referred to as the Petitioner, for its Petition to the City Council of the City of Blue Springs, Missouri, states and alleges as follows:

1. That it is the owner of record of the real estate in Jackson County, Missouri described as set out in Exhibit A of this Petition, attached hereto and incorporated herein by reference.
2. That it agrees that the City shall instruct the developer of the adjoining property to post one or more Public Hearing signs to be provided by the City.
3. That it acknowledges the City will send notification to property owners within 185 ft. of its property. The City will also legally publish notice of the hearing at the City or the developer's cost.
4. That the said real estate is not now a part of any incorporated municipality.
5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.
6. That it requests that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Jackson County, Missouri

By: \_\_\_\_\_  
Frank White, Jr., County Executive  
415 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64016

Approved as to Form

By: \_\_\_\_\_  
Bryan Covinsky, County Counselor

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Frank White, Jr., County Executive, Jackson County, Missouri, who executed the foregoing instrument and acknowledged that he executed the same as a free act and deed and on behalf of said County.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, Missouri the day and year first above written.

/s/

\_\_\_\_\_  
Notary Public

My Official Term Expires:

(Seal)

## EXHIBIT A

A tract of land lying in the Northwest Quarter of the Southwest Quarter and the Southwest of the Northwest Quarter of Section 23, Township 49, Range 31, Jackson County, Missouri, described as follows: Commencing at the Northwesterly corner of Sunny Pointe – 2<sup>nd</sup> Plat, a subdivision in Blue Springs, Jackson County, Missouri; thence North 37 degrees 52 minutes 49 seconds West along the East line of the NW R. D. Mize Road a distance of 94.08 feet; thence continuing North 02 degrees 35 minutes 30 seconds East along said NW R. D. Mize Road a distance of 718.26 feet to the Point of Beginning; thence North 01 degrees 58 minutes 09 seconds East a distance of 50.19 feet; thence South 88 degrees 09 minutes 58 seconds East a distance of 629.80 feet; thence South 01 degrees 48 minutes 58 seconds West a distance of 50.00 feet; thence North 88 degrees 11 minutes 02 seconds West 629.94 to the Point of Beginning. Containing 0.724 acres;

Also all that part of the Northwest Quarter of the Southwest Quarter of Section 23, Township 49, Range 31, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of said Northwest Quarter of the Southwest Quarter; thence South, a distance of 25 feet to the Northeast corner of Lot 3, Chestnut Ridge Addition, a subdivision in Jackson County, Missouri; thence West along the north line of Lots 1, 2 & 3 of said subdivision, a distance of 664.21 feet to the Northwest corner of Lot 1, said subdivision; thence North 25 feet to a point on the North line of said Northwest Quarter of the Southwest Quarter; thence East along said North line, a distance of 664.20' to the point of beginning.

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

**A RESOLUTION** nominating candidates for appointment to the Jackson County Sports Complex Authority, for a term to expire July 15, 2022.

**RESOLUTION NO. 20496**, September 21, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, a vacancy on the Jackson County Sports Complex Authority exists due to the recent and untimely death of Authority Commissioner Kevin C. Childress; and,

WHEREAS, pursuant to §64.930, RSMo 2016, and case law construing said section, in the event of a vacancy, a panel of three nominees shall be submitted by majority vote of the County Legislature to the governor for appointment; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following nominees shall be submitted to the governor for his consideration for final appointment to fill the vacancy on the Jackson County Sports Complex Authority occasioned by the death of Kevin C. Childress, for an unexpired term to expire July 15, 2022.

A. \_\_\_\_\_

B. \_\_\_\_\_

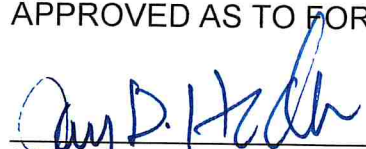
C. \_\_\_\_\_

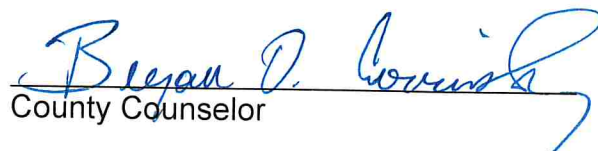
and,

BE IT FURTHER RESOLVED that the Clerk of the Legislature be and hereby is directed to submit this panel to the governor by providing him a true and correct copy hereof.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20496 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** transferring \$30,000.00 within the 2020 Park Fund and authorizing the County Executive to execute a Management Agreement with the Downtown Community Improvement District for the furnishing of maintenance and safety-related services at the County's properties located in the Central Business District loop of downtown Kansas City, MO, at an annual cost to the County in the amount of \$50,000.00.

**RESOLUTION NO. 20497**, September 21, 2020

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, by Resolution 18658, dated November 14, 2014, the Legislature did authorize the County Executive to execute a Management Agreement with the Downtown Community Improvement District for the furnishing of maintenance and safety-related services at the County's properties located in the Central Business District loop of downtown Kansas City, MO, at an annual cost to the County not to exceed \$50,000.00

WHEREAS, the County Executive recommends execution of the attached successor Management Agreement, with the Downtown Community Improvement District (CID); and,

WHEREAS, under this successor Agreement the CID will continue to manage and operate, on behalf of the County, properties located in the Central Business District loop of Kansas City, MO, including Oppenstein Brothers Memorial Park, the Downtown Courthouse, the County Detention Center, the County Regional Correctional Center, the Albert Riederer Community Justice Center, and all related parking lots, at an annual cost to the County in the amount of \$50,000; and,

WHEREAS, services to be provided by the CID include day-to-day maintenance of the park, grounds cleaning, mowing, snow removal, landscaping, and safety patrol operations; and,

WHEREAS, the Agreement will be renewable for up to four additional years; and,

WHEREAS, the execution of this Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; and,

WHEREAS, a transfer is now necessary to place funds in the appropriate spending account; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund			
Park Operations			
003-1602	57110- Gasoline	\$30,000	
003-1602	56790- Other Contractual Services		\$30,000

and,

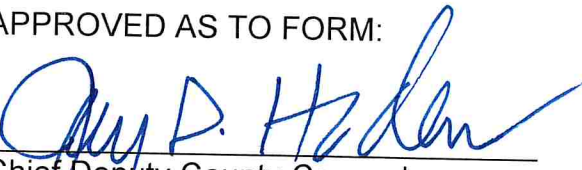
BE IT FURTHER RESOLVED that the Agreement is hereby approved and that the County Executive is hereby authorized to execute the Agreement on behalf of the County; and,

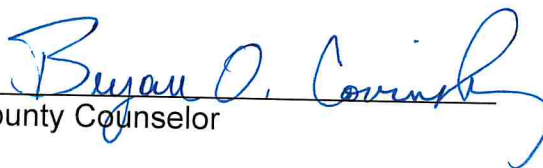


BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the agreement, to the extent that sufficient appropriations are included in the then current County budget.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20497 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 003 1602 57110  
ACCOUNT TITLE: Park Fund  
Park Operations  
Gasoline  
NOT TO EXCEED: \$30,000.00

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

ACCOUNT NUMBER: 001 1001 56790  
ACCOUNT TITLE: General Fund  
County Executive's Office  
Other Contractual Services  
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 003 1602 56790  
ACCOUNT TITLE: Park Fund  
Park Operations  
Other Contractual Services  
NOT TO EXCEED: \$30,000.00

9-17-2020  
Date

  
Chief Administrative Officer

**SERVICE and MANAGEMENT AGREEMENT**  
**Between**  
**The Down town Community Improvement District**  
**And**  
**Jackson County, Missouri**

THIS SERVICE and MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Jackson County, Missouri, (the "Owner"), and the Downtown Community Improvement District/CID, (the "Manager").

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property commonly known as Oppenstein Brothers Memorial Park, the Jackson County Courthouse, the Jackson County Detention Center, the Jackson County Regional Correctional Center, the Jackson County Community Justice Center, and all related parking lots located in the Central Business District loop of the City of Kansas City, County of Jackson, State of Missouri (collectively the "Properties") and

WHEREAS, the Owner desires to engage Manager to clean and secure the Properties as described above, and the Manager desires to render such management services to Owner, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Owner and Manager agree as follows:

**1 Engagement of Manager**

Owner engages Manager, and Manager agrees to serve as Manager in connection with the Properties for the period of calendar year 2020, renewable up to four additional years, upon the terms and conditions hereinafter set forth below.

**2. Manager's Duties**

Manager shall provide the following services with regard to the Properties as provided herein.

**A. Oppenstein Brothers Memorial Park**

**General Maintenance**

- Supervise and direct the maintenance operation of the park on behalf of Owner, in an efficient and satisfactory manner and to the best of its abilities, to include properly irrigating and maintaining turf, plants and flowers.
- Sweep the park two (2) times each business day.
- Remove trash, debris and any other matter each business day.

- Promptly remove graffiti from any visible surface as needed.
- Power wash the properties as needed to keep all surfaces clean.
- Promptly report any repairs needed of capital equipment (benches, trash cans, etc.) to Owner.
- Provide all turf maintenance each year of the Agreement from the months of March through October. This shall include all mowing, trimming, edging, debris removal and removal of weeds in paved areas.
- Provide all maintenance, repair and replacement to any permanent or temporary structures that were installed by Manager, with the approval of the Owner. Capital replacement items may be provided by Owner at its discretion.

#### **Snow Events**

- When snow/ice accumulation has covered hard surface areas the CID snow crew will be initiated. The park will be cleared of all snow and ice by the CID snow crew.
- If the snow event accumulated during the night, the snow crew will report to the designated facility early enough each morning, 7 days a week, to have the area cleared by 8:00 a.m. Every attempt will be made to make passable all areas by 8:00 a.m. If the snow continues to accumulate during the day, appropriate staff will stay and clear sidewalks until 5:00 p.m. Monday through Friday.

#### **B. Jackson County Courthouse and Corrections Locations:**

- Jackson County Courthouse; 415 East 12th Street, Kansas City, Mo
- Jackson County Corrections Facility; 1300 Cherry Street, Kansas City, Mo.
- Jackson County Regional Correctional Center; 505 East 12th Street, Kansas City, Mo.
- Jackson County Community Justice Building; 1315 Locust Street, Kansas City, Mo.

#### **Grounds Cleaning**

##### **Standard:**

- Grounds should be clean and free of evidence of vandalism, unnecessary markings, excessive dirt, sticky spills, etc.
- Tables, chairs and benches should be clean and free of graffiti, insects or structural damage.
- Grounds should be free of wasp nests, bird nests and spider webs, if reachable.
- Grounds should be generally free of trash, cigarette butts, bottles, cans, glass and obvious litter.

##### **Procedures:**

- Pick up all litter in the grounds area including sidewalks, steps, porches, parking lots as needed. Pay particular attention to broken glass, pop tops and cigarette butts.

- Gum, etc. should be scraped from the ground surface with a putty knife.
- With sprayer-washer or broom, remove any cobwebs, etc., that have built up overhead.
- Sweep collected debris off hard surfaces into trash containers. Do not push into edging cut.
- Pick up around trash barrels, paying particular attention for broken glass and pop tops. Dispose of all cleaned-up material in the trash.
- Remove all litter and other debris from tree catch basin.

Frequency:

- Once daily before 10:00 a.m.

Safety:

- Supervise and direct the safety operation of the properties on behalf of and for the Owner, in an efficient and satisfactory manner and to the best of its abilities.
- Patrol the property four (4) times each business day.
- Coordinate Parking Lot patrols with appropriate Owner representative.
- Coordinate communications with Jackson County Sheriff's Office and Kansas City Police Department, as needed.
- Distribute service information with the CID kiosk as needed.
- Distribute homeless service cards as needed.

Programs:

- Request (through the Owner's Special Use Permit Application Process) the use of the Property for all special events at least two weeks in advance of the event.
- Apply for all required permits identified through the Special Use Permit Application process.
- Owner and manager will discuss collaborative training for staff on an annual basis, for topics that mutually benefit each respective work force.

Mowing and Landscaping Procedures:

- When arriving to an area to be mowed: Walk the area to be mowed and remove any debris, limbs and trash from the area.
- Proceed to mow the area never directly pointing the discharge chute onto sidewalks/hard surface walk areas.
- Trim around any obstacles such as trees, poles, stumps, signs etc.
- Keep mowers and support equipment off sidewalks.
- When completed with mowing, grass should be blown off any concrete/hard surface.

Standard:

- The area must maintain a neat and clean appearance at all times. Under normal conditions the area should be mowed every five (5) days (The Courthouse lawn will be mowed on Mondays and Thursdays).

- Grass should be generally uniform in appearance and attractive. Grass catcher must be used. Rocks, trash, limbs and debris must be removed.
- Height of grass should be maintained as recommended for the species, a minimum height of 3" and a maximum height of 4.5".
- Concrete edges (walkways and shelters) should be edged/trimmed to provide a neat appearance. Grass around trees, sign posts, poles, marker posts will be trimmed to provide a neat and clean appearance.

**Sidewalk Trees:**

- Any and all weeds should be removed at least weekly.
- Any and all trash should be removed daily.

**3. Owner's Duty**

Jackson County Parks + Rec, Facilities, and Corrections Personnel will meet with the CID staff to walk the properties quarterly, addressing all areas and responsibilities covered by this agreement.

**4. Contract Service Cost**

Manager is to provide all labor, tools, equipment, training, materials and supervision to perform daily requirements. Manager is to provide Safety and Security requirements consisting of patrol and observation, report illegal or unusual activity, provide assistance when needed to County employees and County visitors and to participate in special events when requested. Location for this Scope of Work is for the above mentioned properties within the Central Business District Loop of Downtown Kansas City, Missouri.

**Yearly Contract Service Cost for all Services shall be \$50,000.** The first payment shall be made by Owner to Manager in one lump sum payment, upon full execution of this Agreement by both parties, and annually thereafter in the first quarter of the year, for any additional years of this Agreement, subject to appropriation.

**5. Insurance**

- Manager shall take out and keep in force during the term of this Agreement, at its own cost and expense, commercial general public liability with commercially reasonable limits, to protect the Owner against any liability to persons or property incident to Manager's use or maintenance of or resulting from any accident occurring in or about the Property that shall be due to, arise out of, result from, or in any way connected to the maintenance, use or occupancy of the Property by the Manager or any other party acting by or through Manager; and name Jackson County, Missouri as an additional insured.
- The policy of insurance required under Subsection (a) above shall be primary and non-contributory, shall be issued by an insurance company licensed to do business in Missouri, shall name the Owner as additional insured, and shall

provide that the policy cannot be canceled or not renewed without first giving thirty (30) days written notice of such to the Owner. Upon demand the Manager shall furnish to the Owner, evidence reasonably satisfactory to the Owner that the insurance required herein is in full force and effect.

- Manager shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Manager or its employees, agents or representatives.

**6. Subject to Appropriation**

Manager and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or those funds are otherwise unavailable by any means whatsoever for payments due hereunder, the County shall immediately notify Manager of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

**7. Notice**

Any notice, request, instruction or other communication to be given to either party hereunder shall be in writing and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by facsimile number indicated below followed with a mailing by regular United States Postal Service mail; (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Parcel Service or other overnight courier service; or (c) deposited in the United States Postal Service mail, sent by certified mail, return receipt requested. Such notices are addressed to:

**Jackson County Executive's Office**  
**415 East 12<sup>th</sup> Street, Suite 200**  
**Kansas City, Missouri**  
**64106**  
**816-881-3133 (fax)**

**Downtown Community Improvement District**  
**1000 Walnut, Suite 200**  
**Kansas City, Missouri 64106**  
**816-821-1661 (fax)**



### **Primary Contact Information**

#### **Downtown CID**

Mark Rowlands 816.421.5243

Sean O-Byrne 816.421.5243

#### **Jackson County Courthouse (Facilities Management)**

Rick Gerla 816.881.3748

Brian Gaddie 816.881.4496

#### **Jackson County Corrections**

Craig Mosher 816.881.4399

Dianna Turner 816.881.4280

#### **Jackson County Parks + Rec**

John Johnson 816.503.4823

Brian Nowotny 816.503.4803

### **8. Termination**

This Agreement can be terminated by either party by providing 120 days written notice. In the event that the Manager terminates the agreement, any yearly services fees that have been paid in advance will be refunded to the Owner at a monthly pro-rated amount.

### **9. Independent Contractor**

The Manager shall work as an independent contractor and not as an employee of the County. The Manager shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result.

### **10. Severability**

IF any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.

### **11. Incorporation**

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the date and year first above written.

**OWNER:**

**JACKSON COUNTY**

Frank White, Jr.

By: \_\_\_\_\_  
Title: Jackson County Executive

APPROVED AS TO FORM:

Bryan Covinsky

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

ATTEST BY:

Mary Jo Spino

By: \_\_\_\_\_  
Title: Clerk of the Legislature

**MANAGER:**

**DOWNTOWN COMMUNITY IMPROVEMENT  
DISTRICT**

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

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

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

## REVENUE CERTIFICATE

Funds for future years are subject to appropriation in the then current annual County budget.

Date

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Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20497

Sponsor(s): Scott Burnett

Date: September 21, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <b>A Resolution transferring \$30,000 within the Park Fund, and authorizing the County Executive to execute a Management Agreement with the Downtown Community Improvement District for the furnishing of maintenance and safety-related services at the County's properties located in the Central Business District loop of Kansas City, MO, at an annual cost to the County not to exceed \$50,000.00.</b></p>								
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$50,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$50,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$50,000</td></tr> </table> <p>Source of funding (name of fund) and account code number:</p> <p><b><u>Transfer</u></b></p> <p><b>From:</b></p> <p>003-1602-57110 Gasoline \$30,000</p> <p><b>To:</b></p> <p>003-1602-56790 Other Contractual Services \$30,000</p> <p><b><u>Currently in Account</u></b></p> <p>001-1001-56790 Other Contractual Services \$20,000</p> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): \$50,000</p> <p>Prior Year Actual Amount Spent (if applicable): \$50,000</p>	Amount authorized by this legislation this fiscal year:	\$50,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$50,000	Amount budgeted for this item * (including transfers):	\$50,000
Amount authorized by this legislation this fiscal year:	\$50,000								
Amount previously authorized this fiscal year:	\$0								
Total amount authorized after this legislative action:	\$50,000								
Amount budgeted for this item * (including transfers):	\$50,000								
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18658 November 17, 2014; #17419 November 22, 2010</p>								
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Brian Nowotny, Deputy Director Parks + Rec, 816.503.4803</p>								
REQUEST SUMMARY	<p>This resolution authorizes a transfer of \$30,000 within the Park Fund, and authorizes the County Executive to execute a Management Agreement with the Downtown Community Improvement District (DCID) for the furnishing of maintenance and safety-related services at the County's properties located in the Central Business District loop of Kansas City, MO, at an annual cost to the County not to exceed \$50,000.00.</p> <p>The Agreement outlines the terms and conditions for the DCID to continue to provide services at Oppenstein Brothers Memorial Park, the Downtown Courthouse, the Jackson County Corrections Facility; the Jackson County Regional Correctional Center, the Jackson County Community Justice Building and associated parking areas.</p>								
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>								
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p>								

	<input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Agreement for Services	
REVIEW	Department Director:	<i>Michele Newman</i> Date: Sept. 10, 2020
	Finance (Budget Approval): <i>If applicable</i>	APPROVED By Mark Lang at 1:43 pm, Sep 10, 2020 Date:
	Division Manager:	<i>Gray M. Schultz</i> Date: 9-11-2020
	County Counselor's Office:	<i>Bryan Connors</i> Date: 9/17/20

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**Fiscal Note:**

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

PC# \_\_\_\_\_

Date: September 10, 2020

RES # 20497

Department / Division	Character/Description	From	To
<b>003 Park Fund</b>			
1602 Park Operations	57110 Gasoline	\$ 30,000	\$ -
1602 Park Operations	56790 Other Contractual Services	-	30,000
		<u>\$ 30,000</u>	<u>\$ 30,000</u>

**Fiscal Note:**

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

Department / Division	Character/Description	Not to Exceed
<b>001 General Fund</b>		
1001 County Executive's Office	56790 Other Contractual Services	\$ 20,000
<b>003 Park Fund</b>		
1602 Park Operations	56790 Other Contractual Services	30,000
		<u>\$ 50,000</u>

**APPROVED***By Mark Lang at 1:44 pm, Sep 10, 2020*

Budget Office

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, September 21, 2020, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20498**, September 21, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, September 21, 2020, during the regularly scheduled meeting of the Legislature; and,

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

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

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

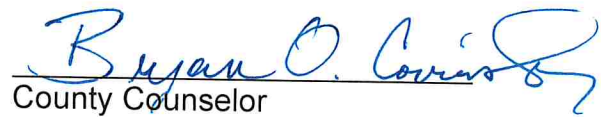
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, September 21, 2020, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.



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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20498 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a twelve-month contract with four twelve-month options to extend for access to real estate market and lease data, for use by the Assessment Department to CoStar Realty Information of Washington, DC, as a sole source purchase, at an actual cost to the County in the amount of \$14,304.00.

**RESOLUTION NO. 20499**, September 21, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Assessment Director has requested a contract with CoStar Realty of Washington, DC, for the purpose of gaining access to on-line estate market and lease data, at a cost to the County in the amount of \$14,304.00 for the initial term; and,

WHEREAS, CoStar provides a combination of products including CoStar Property, CoStar Comps, and CoStar Tenant that will allow the Assessment Department to have access to this market and lease data; and,

WHEREAS, pursuant to section 1030.1, Jackson County Code, 1984, the Director of Finance and Purchasing has determined concur that CoStar is the only known vendor that provides these services, thus removing the requirement for competitive bidding; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month contract with four twelve month options to extend for the purpose of market and lease data to CoStar Realty Information of Washington, DC, as a sole source purchase, based upon CoStar Realty's status as the sole provider of this proprietary data; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the contract be awarded 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 is authorized to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:

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

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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20499 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER:	045 1902 56080
ACCOUNT TITLE:	Assessment Fund
	Assessment
	Other Professional Services
NOT TO EXCEED:	\$14,304.00

9-17-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20499

Sponsor(s): Crystal Williams

Date: September 21, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the Award of a Twelve Month Contract with Four Twelve Month Options to Extend with CoStar Realty Information of Kansas City, Missouri for Commercial Real Estate Sales Information for the Assessment Department as a Sole Source.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$14,304</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$14,304</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$14,304</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 045-1902-56080 Assessment Fund, Assessment, Other Professional Services</td><td>\$14,304</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$14,304	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$14,304	Amount budgeted for this item * (including transfers):	\$14,304	Source of funding (name of fund) and account code number: 045-1902-56080 Assessment Fund, Assessment, Other Professional Services	\$14,304
Amount authorized by this legislation this fiscal year:	\$14,304										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$14,304										
Amount budgeted for this item * (including transfers):	\$14,304										
Source of funding (name of fund) and account code number: 045-1902-56080 Assessment Fund, Assessment, Other Professional Services	\$14,304										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 20117, March 18, 2019</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Assessment Department would like to award a Twelve Month Contract with Four Twelve Month Options to Extend for access to Commercial Real Estate Sales Information to CoStar Realty of Kansas City, Missouri as a Sole Source.</p> <p>Legislative approval is required due to the indemnification language in the CoStar Agreement.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Assessment Department and the Purchasing Department concur that CoStar is the only vendor in the Kansas City Metropolitan Area that can provide this information.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p> <p>No goals assigned</p>										
ATTACHMENTS	<p>A memorandum from Jeph BurroughsScanlon, Deputy Director of Assessment and a copy of Co-Star's License Agreement.</p>										



REVIEW	Department Director: <i>Sam McCreary</i>	Date: <i>8/26/2020</i>
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid green; padding: 2px; display: inline-block;"> <b>APPROVED</b>  By Mark Lang at 9:40 am, Sep 10, 2020 </div>
	Division Manager: <i>[Signature]</i>	Date: <i>9-16-2020</i>
	County Counselor's Office: <i>Bryan Cunniff</i>	Date: <i>9/17/20</i>

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: September 10, 2020

RES # 20499

Department / Division	Character/Description	Not to Exceed
-----------------------	-----------------------	---------------

**045      Assessment Fund**

1902	Assessment	56080	Other Professional Services	\$	14,304
------	------------	-------	-----------------------------	----	--------

\$ 14,304

**APPROVED**

By Mark Lang at 9:40 am, Sep 10, 2020

Budget Office



## ASSESSMENT DEPARTMENT

### JACKSON COUNTY

(816) 881-3239  
Fax (816) 881-1388

JACKSON COUNTY COURTHOUSE  
415 EAST 12<sup>TH</sup> STREET FIRST FLOOR MEZZANINE  
KANSAS CITY MISSOURI 64106  
WWW JACKSONGOV.ORG

### MEMORANDUM

**FROM:** Jeph BurroughsScanlon, Deputy Director of Assessment  
**TO:** Bob Crutsinger, Director of Finance  
**CC:** Barbara Casamento, Purchasing Administrator  
Mark Lang, Budget Administrator – Finance  
**DATE:** September 2, 2020  
**RE:** CoStar; commercial marketplace information provider (REVISED/UPDATED)

The Assessment Department has an ongoing need to obtain commercial real estate sales and information services. This CoStar licensing agreement is provided by CoStar Realty Information, Inc.; as a unique service. The Jackson County Assessment Department has been actively engaged in the use of this product for several years. This product has helped the Assessment Department increase efficiency and productivity for staff; particularly in regard to BOE and STC hearings for commercial properties.

We are unaware of any similar company who can offer the same services in an immediate manner as required for the seamless and consistent work of the reassessment and the ongoing appeals process. I believe CoStar Realty Information, Inc. to be a sole source vendor for the specific services we need.

We are requesting a one year contract with CoStar for 2020-2021 with four 12-month extensions. Our annual fee for 2020-2021 for this licensing is \$14,303.03. Our 2020-2021 CoStar expenditure for this initial contract is not expected to exceed \$14,303.03.

This will be funded from Assessment Department funding account 045-1902-56080; line item Other Professional Services.





1331 L Street, NW  
Washington, DC 20005

## INVOICE

Location ID:	327559
Invoice Date:	08/17/20
Invoice Number:	112186939-1
Fed Tax ID No.	52-2134617

Page 1 of 2

GAIL MCCANN BEATTY  
JACKSON COUNTY ASSESSORS OFFICE  
415 E 12TH ST STE 100M  
KANSAS CITY MO 64106-2752

**\*OUR PAYMENT ADDRESS HAS  
CHANGED\***  
Please see **Remittance Document**  
below for updated address

### CURRENT INVOICE See the following page(s) for detail

CoStar Suite	2,447.03
Sub-Total	2,447.03
Tax	0.00
Current Invoice Total	2,447.03

### SUMMARY OF CHARGES

Previous Balance	11,856.00
Late Charge	0.00
Payments	0.00
Credits	0.00
Debits	0.00
Invoice Total	2,447.03

**Total Balance Due 14,303.03**

Payments received after the date noted in the Summary of Charges  
will appear on your next invoice.

For questions about your bill, please call us at 800-894-4720.  
Email: [Billing@costar.com](mailto:Billing@costar.com)

Please ensure that your account is kept current to avoid an interruption  
of service.

TEAR HERE

### REMITTANCE DOCUMENT - Please Include With Your Payment

TEAR HERE



CoStar™

Location ID: 327559  
GAIL MCCANN BEATTY  
JACKSON COUNTY ASSESSORS OFFICE  
415 EAST 12TH ST, SUITE 100M  
KANSAS CITY MO 64106-2752

#### Please Send Written Correspondence Including Address Changes To:

CoStar Group, Inc.  
Attn: Accounting Dept. - Contracts  
1331 L Street, NW  
Washington, DC 20005

Invoice Number:	112186939-1
Invoice Date:	08/17/20
Payment Due Date:	09/01/20
Current Invoice Amount:	2,447.03
Total Balance:	14,303.03

Amount Enclosed:

To View and Pay Your Bill Online Go To:	<a href="http://costar.billtrust.com">costar.billtrust.com</a>
Use This Enrollment Token:	ZRV GGH XSK

#### Make Checks Payable and Send To:

COSTAR REALTY INFORMATION, INC  
2563 Collection Center Dr  
Chicago IL 60693

0000112186939100000244703

Location ID	Invoice Date	Invoice Number	Fed Tax ID #	Page
327559	08/17/20	112186939-1	52-2134617	2 of 2

**COSTAR SUITE**

SITE ADDRESS	SUBMARKET	CONTRACT #	BILLING PERIOD	SUBTOTAL	TAX	AMOUNT
415 East 12th St, Suite 100M Kansas City, MO 64106-2752	KANSAS CITY	257650	08/11/2020 to 08/31/2020			
415 East 12th St, Suite 100M Kansas City, MO 64106-2752	KANSAS CITY	257650	09/01/2020 to 04/30/2021			
<b>CoStar Suite</b>				<b>2,447.03</b>	<b>0.00</b>	<b>2,447.03</b>
<b>Current Invoice Total:</b>				<b>2,447.03</b>	<b>0.00</b>	<b>2,447.03</b>

0000112186939100000244703

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute an addendum to the Fiduciary Engagement Agreement with Stifel, Nicolaus & Co., Inc., of Kansas City, MO, for municipal financial advisory services.

**RESOLUTION NO. 20500**, September 21, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20105, dated March 11, 2019, the Legislature did authorize a one-year term and supply contract with two annual options to extend with George K. Baum & Co. (Baum) of Kansas City, MO, for the furnishing of municipal financial advising services; and,

WHEREAS, since the award of this contract, Baum has been acquired by Stifel, Nicolaus & Co., Inc. (Stifel), of Kansas City, MO, to which were assigned Baum's rights and obligations under the contract; and,

WHEREAS, the contract is now in its first renewal term, which extends through September 11, 2021; and,

WHEREAS, Stifel has requested and the County Administrator now recommends that the compensation arrangement set out in the contract be amended to provide a blended form of compensation, to include hourly rates for certain work and compensation based on a percentage of the transaction for other work, as is fully set out in the attached Exhibit A; and;

WHEREAS, the County Administrator believes that the new compensation arrangement will result in an overall savings to the County; 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 an appropriate addendum to the Fiduciary Engagement Agreement with Stifel, reflecting the new compensation arrangement, for the term expiring on September 11, 2021, in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20500 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

9-17-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## **Exhibit A**

### Fiduciary Agreement for Municipal Advisory Services Jackson County, MO

Consistent with Section 2(H) of the Fiduciary Agreement for Municipal Advisory Services dated September 12, 2019, as renewed \_\_\_\_\_, the parties adopt the following professional fee schedule:

**Transaction Fees:** For financial advisory services in processing Transactions, Stifel shall be paid a fee equal to: .1-.2% of the principal amount of bonds (\$1 - \$2 per bond) and notes issued (based on credit structure, length of maturity and prevailing market conditions). If multiple series of bonds and notes are sold simultaneously, the fee will be based on the aggregated principal amount. [This amount does not include out of pocket expenses.]

All fees associated with Transactions will be paid at the completion of the sale of the Bonds, Notes or other securities issued on behalf of the County.

**Ongoing Services Fee:** Fees for analysis and consulting work under this agreement outside of Transactions will be computed at the following hourly rates and will be paid by the County within thirty (30) days of receipt of an invoice from Stifel:

Hourly rate for: Managing Director/Director	\$275.00
Hourly rate for: Vice President	\$200.00
Hourly rate for: Associate/Analyst	\$150.00
Hourly rate for: Administrative	\$75.00

Stifel will not advance or incur expenses for the County unless requested to do so in writing. The County will be responsible for transactional expenses associated with any issuance of securities on behalf of the Issuer including, but not limited to preparation and distribution of Official Statement(s), legal fees, printing, delivery and settlement of securities, travel, credit rating agency fees and government and governmental agency fees and charges.

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

**A RESOLUTION** transferring \$7,000.00 within the 2020 General Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$7,000.00 to the National WWI Museum for sponsorship of the Veterans Day Ceremony to be held November 11, 2020.

**RESOLUTION NO. 20501**, September 21, 2020

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Administration recommends sponsorship of the Veterans Day Ceremony at the National WWI Museum to be held on November 11, 2020; and,

WHEREAS, for its sponsorship, Jackson County will be identified in promotional materials as the presenting sponsor of free admission for veterans to the events, which will also feature the County's logo on the ceremonial program, website, and signage; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; and,

WHEREAS, a transfer is needed to place the funds necessary for this sponsorship in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2020 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
County Executive's Office			
001-1001	56710 – Dues & Memberhsip	\$ 7,000	
001-1001	56210 – Advertising		\$7,000

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to the National WWI Museum, in the amount of \$7,000.00, for sponsorship of the Veterans Day Event to be held November 11, 2020.



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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20501 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 1001 56710  
ACCOUNT TITLE: General Fund  
County Executive's Office  
Dues & Membership  
NOT TO EXCEED: \$7,000.00

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

ACCOUNT NUMBER: 001 1001 56210  
ACCOUNT TITLE: General Fund  
County Executive's Office  
Advertising  
NOT TO EXCEED: \$7,000.00

9-17-2020  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



# REQUEST FOR LEGISLATIVE ACTION

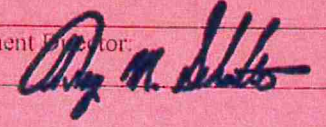
Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20501

Sponsor(s): Tony Miller

Date: September 21, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: Transferring \$7,000 within the General Fund and authorizing the Director of Finance and purchasing to issue a check in the amount of \$7,000 to the Liberty Memorial Association for sponsorship of free admissions for Veterans and Active Duty Military Personnel to the WW1 Museum throughout the observance of Veterans Day activities, Wednesday, November 11, 2020.																			
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$7,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$7,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$7,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td>\$</td> </tr> <tr> <td>001 (General Fund), 1001 (County Administration), 56710 (Dues &amp; Memberships)</td> <td></td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>001 (General Fund), 1001 (County Administration), 56210 (Advertising)</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): \$7,000          Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$7,000	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$7,000	Amount budgeted for this item * (including transfers):	\$7,000	Source of funding (name of fund) and account code number:		FROM:	\$	001 (General Fund), 1001 (County Administration), 56710 (Dues & Memberships)		TO:		001 (General Fund), 1001 (County Administration), 56210 (Advertising)	
Amount authorized by this legislation this fiscal year:	\$7,000																			
Amount previously authorized this fiscal year:	0																			
Total amount authorized after this legislative action:	\$7,000																			
Amount budgeted for this item * (including transfers):	\$7,000																			
Source of funding (name of fund) and account code number:																				
FROM:	\$																			
001 (General Fund), 1001 (County Administration), 56710 (Dues & Memberships)																				
TO:																				
001 (General Fund), 1001 (County Administration), 56210 (Advertising)																				
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Resolution 20242, September 9, 2019																			
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Miriam Hennosy, Assistant to County Executive, 881-3329																			
REQUEST SUMMARY	This is the 7 <sup>th</sup> year Jackson County has provided funding for the free admission for Veterans and Active Duty Military personnel to The National WW1 Museum and Memorial during the Observance of Veteran's Day commencing on Wednesday, November 11, 2020. Due to Covid-19, events and activities will be modified in compliance to local mandates. Jackson County's participation will be acknowledged with: Signage at Museum entrances, Logo in program book, presence on museum's website and promotion of the events. Opportunity to participate in program.																			
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																			
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals																			
ATTACHMENTS	Details provided by The National WW1 Museum and Memorial																			
REVIEW	Department Director: 	Date: 9/25/2020																		



Finance (Budget Approval): <i>If applicable</i>	<b>APPROVED</b> By Mark Lang at 10:06 am, Sep 08, 2020	Date:
Division Manager: CAO: <i>[Signature]</i>		Date: <i>9-17-2020</i>
County Counselor's Office: <i>Bryan County</i>		Date: <i>9/17/20</i>

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

*[Signature]*

**Fiscal Note:**

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

PC#

Date: September 8, 2020

RES # 20501

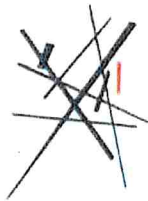
Department / Division		Character/Description	From	To
<b>001</b>	<b>General Fund</b>			
1001	County Executive's Office	56710 Dues & Membership	\$ 7,000	\$ -
1001	County Executive's Office	56210 Advertising	-	7,000
<b>APPROVED</b>			\$ 7,000	\$ 7,000

**APPROVED**

*By Mark Lang at 10:06 am, Sep 08, 2020*

Budget Office





**THE NATIONAL  
WWI MUSEUM  
AND MEMORIAL**

BOARD OF TRUSTEES

Mark Henderson, CHAIR  
Elaine Drodge Koch, VICE CHAIR  
Kevin J. Rooney, TREASURER  
Ram Shankar, SECRETARY  
Brad Bergman  
Congressman Emanuel Cleaver II  
Dan Crumb  
Peter J. deSilva  
James C. Dyer, IV  
Dave Ebbrecht  
Chris Goode  
Andrea Hendricks  
Jack Holland  
Mark Jorgenson  
Mary Jane Judy  
Tim Kristl  
Gordon Lansford  
Martin Nevshemal  
John Sherman  
Scott Van Genderen  
Julie Wilson  
Richard B. Young, Jr.

BOARD OF TRUSTEES

EMERITUS  
William H. Dunn, Sr.

ADVISORY BOARD

Governor Kim Beazley  
Jon Cook  
Kevin Costner  
Robert Dalessandro  
John A. Dillingham  
Alex Gorsky  
Lou Gossett, Jr.  
Steve Harrison  
Diane Lees (UK)  
General Richard Myers (Ret.)  
General Gordon R. Sullivan (Ret.)  
Rear Admiral J. Stanton  
Thompson (Ret.)  
Blanche Touhill  
Joe Touhill  
Thomas Tull

PRESIDENT & CEO  
Matthew Naylor

*The National WWI Museum and Memorial is America's leading institution dedicated to remembering, interpreting, and understanding the Great War and its enduring impact on the global community.*

March 31, 2020

Mr. Frank White  
Jackson County Executive  
415 E. 12<sup>th</sup> Street, Floor 2  
Kansas City, MO 64106-2706

Dear Frank and Jackson County Legislators,

Enclosed you will find our sponsorship request of \$7,000 for our 2020 Veterans Day Celebration. The Museum and Memorial is grateful for your continued generous support since 2014 and hope you will look favorably on our request this year. Your support provides free admission to attendees during the celebration.

While the Museum is closed until at least April 24<sup>th</sup> for in-person visits, our online presence remains active. We have a full-bodied digital learning platform, including teacher newsletters, online videos, lesson plans, and educational materials available to millions of students from more than 200 countries. We also maintain an impressive social media presence, reaching students; teachers; and the community-at-large, providing a rich and deep history lesson. Online, the **MUSEUM REMAINS OPEN!**

Warm wishes,

Dr. Matthew Naylor  
President and CEO

Jackson County Executive and Legislature  
**2020 Veterans Day Sponsorship Proposal:**  
**Free Admissions for Veterans Day Activities**  
Submitted: 31 March 2020

The National WWI Museum and Memorial requests \$7,000 to support free admission for veterans and their families for the 2020 Veterans Day Celebration, including to the Museum and Memorial and the associated events. The Museum and Memorial is grateful for your support for this event since 2014 and hopes you will deem this celebration worthy of support again in 2020.

**Veterans Day Celebration: Wednesday 11 November 2020**

*Veterans Day Ceremony:* 10:00 am

*Walk of Honor Ceremony:* 2:00 pm

**Expected Attendance:**

Over the 2019 Veterans Day weekend, 4,376 ticketed guests visited the Museum and Memorial and the associated events. This number included 265 people attending the Veterans Day Ceremony and 225 people attending the Walk of Honor Ceremony. We expect similar numbers in 2020: approximately 4,000 visitors for all the events, 400 people attending the Veterans Day Ceremony, and 250 people attending the Walk of Honor Ceremony.

**Speakers and Activities:**

Though our activities have not been finalized yet, we will have similar activities in 2020. The Veterans Day Ceremony will include an honor guard, remarks from selected local and national dignitaries, a keynote speaker, and musical performances. We will also conduct family-friendly activities during the celebration. Some of our previous activities have included a Vietnam-era helicopter, Hands-on-History/Living History, and special research stations.



*2019 Walk of Honor Brick Dedication  
at the Veteran Day Ceremony*

**Support Benefits:**

- A sign at the Museum and Memorial's entrance announcing "Free Admission supported by the Jackson County Executive and Legislature";
- The Jackson County logo included in the Veterans Day Ceremony program (with the other sponsors);
- The Jackson County logo included in the Walk of Honor Ceremony program (with the other sponsors);
- The Jackson County logo included on the Museum and Memorial's Veterans Day webpage (with the other sponsors);
- The Jackson County logo printed on all signage for the day (with the other sponsors);

Jackson County Executive and Legislature  
**2020 Veterans Day Sponsorship Proposal:  
Free Admissions for Veterans Day Activities**  
Submitted: 31 March 2020

- The opportunity for the Jackson County Executive to sit on the VIP stage and give comments;
- The opportunity for the Jackson County Executive to participate in media interviews, if available (mainly on Veterans Day); and
- The Jackson County Executive and Legislature will be mentioned in all Museum and Memorial new releases related to the Veterans Day celebration.

***SPECIAL CIRCUMSTANCES***

While our futures are more precarious now with COVID-19 invading our lives and changing our daily routines, support for this national treasure in our backyard is as strong as ever; in fact, maybe more so. Critical support for our educational and community efforts are needed now more than ever. While the Museum is closed until at least April 24<sup>th</sup> for in-person visits, our online presence remains strong and active.

We have a full-bodied digital learning platform, including teacher newsletters, online videos, lesson plans, and educational materials available to millions of students from more than 200 countries, being accessed by schools across the U.S. and abroad. We also maintain an impressive social media presence, reaching students; teachers; and the community-at-large, providing a rich and deep history lesson. Online, the **MUSEUM REMAINS OPEN!**

The Museum and Memorial will work to reschedule student school tours if the ban is lifted before the end of the school year. Regardless, we will still accommodate learning through our online programs and services. Next school year, we will tightly orchestrate scheduling the schools that could not attend this spring. Your support will assist in these efforts.

Thank you for your time and consideration of our request. For more information, please contact Paige Perlik at [pperlik@theworldwar.org](mailto:pperlik@theworldwar.org) or (816) 888-8137.





## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** authorizing the award of contracts for underwriting services relating to debt financing to Morgan Stanley of New York, NY, Bank of America Securities, Inc., of St. Louis, MO, Piper Sandler of Leawood, KS, Hilltop Securities, Inc., of St. Louis, MO, and Valdes and Moreno, Inc., of Kansas City, MO, under the terms and conditions of Request for Qualifications No. 34-20.

**RESOLUTION NO. 20502**, September 21, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Director of Finance and Purchasing has issued Request for Qualifications No. 34-20 for underwriting services; and,

WHEREAS, a total of twenty-three notifications were distributed and seven responses were received and evaluated as follows:

<u>RESPONDENT</u>	<u>EVALUATION POINTS</u>
Morgan Stanley New York, NY	286
Bank of America Securities, Inc. St. Louis, MO	278
Piper Sandler Leawood, KS	270
Hilltop Securities, Inc. St. Louis, MO	267
Valdes and Moreno, Inc. Kansas City (Platte County), MO	259
Stern Brothers St. Louis, MO	239
D.A. Davidson & Co. Des Moines, IA	238

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the County's evaluation team recommends the authorization of contracts with the five best ranked respondents as follows: Morgan Stanley of New York, NY, Bank of America Securities, Inc., of St. Louis, MO, Piper Sandler of Leawood, KS, Hilltop Securities, Inc., of St. Louis, MO, and Valdes and Moreno, Inc., of Kansas City (Platte County), MO; and,


WHEREAS, the adoption of this Resolution will establish a pool of highly qualified underwriting firms to which contracts may be awarded in the future, based on pricing and other circumstances specific to possible future transactions; and,

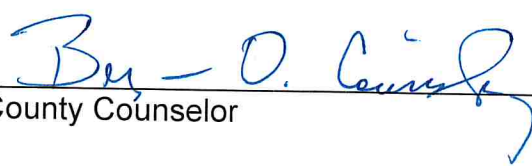
WHEREAS, all bond underwriting fees and expenses will be paid from the proceeds of the future financing transactions; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be authorized as recommended by the evaluation team and that the Director of Finance and Purchasing be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of specific future contracts..

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20502 of September 21, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20502

Sponsor(s): Charlie Franklin

Date: September 21, 2020

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Award of Contracts for Underwriting Services for Jackson County, Missouri to Morgan Stanley of New York, NY; BofA of St. Louis, MO; Piper Sandler of Leawood, KS; Hilltop Securities of St. Louis, MO and Valdes and Moreno, Kansas City, MO under the terms and conditions of Request for Qualifications No. 34-20</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td></td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number:</td><td>\$</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$				
Amount authorized by this legislation this fiscal year:	\$														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number:	\$														
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
REQUEST SUMMARY	<p>Jackson County, Missouri requires Underwriting Services relating to the planned issuance of debt financing by the County. The Purchasing Department issued Request for Qualifications No. 34-20 in response to those requirements.</p> <p>A total of twenty-three notifications were distributed and seven responses were received and evaluated as follows:</p> <table><tr><td>Morgan Stanley, New York, NY</td><td>286 Points</td></tr><tr><td>BofA, St. Louis, MO</td><td>278 Points</td></tr><tr><td>Piper Sandler, Leawood, KS</td><td>270 Points</td></tr><tr><td>Hilltop Securities, St. Louis, MO</td><td>267 Points</td></tr><tr><td>Valdes &amp; Moreno, Kansas City, MO</td><td>259 Points</td></tr><tr><td>Stern Brothers, St. Louis, MO</td><td>239 Points</td></tr><tr><td>DA Davidson, Des Moines, IA</td><td>238 Points</td></tr></table> <p>There were 300 possible points available. Points were awarded for Quality and Responsiveness of Overall response; Qualifications and History of Respondent; Experience of Respondents Staff and References.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the County's Evaluation Team is recommending the split award of contracts to the five highest qualified respondents as the best proposals received as follows: Morgan Stanley of New York NY; BofA of St. Louis, MO; Piper Sandler of Leawood, KS; Hilltop Securities of St. Louis, MO and Valdes &amp; Moreno of Kansas City, MO.</p>	Morgan Stanley, New York, NY	286 Points	BofA, St. Louis, MO	278 Points	Piper Sandler, Leawood, KS	270 Points	Hilltop Securities, St. Louis, MO	267 Points	Valdes & Moreno, Kansas City, MO	259 Points	Stern Brothers, St. Louis, MO	239 Points	DA Davidson, Des Moines, IA	238 Points
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	This award is based on qualifications presented. No fees were requested. Based on the recommendation of the County's Municipal Advisor, the County is creating a pool of qualified bond underwriters for County bond financings. Each Respondent, if approved, will submit an engagement agreement for bond underwriting services. Fees for individual transactions will be negotiated with the assigned bond underwriter(s) based on the specific characteristics of a future financing. All bond underwriting fees and expenses are paid from the proceeds of the financing transactions.									
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)									
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals									
ATTACHMENTS	The Abstract of Bids Received; A Recommendation Memorandum from Bob Crutsinger, Director of Finance and Purchasing and the pertinent pages of each recommended Respondent's proposal									
REVIEW	<table border="1"> <tr> <td>Department Director: <i>CAO</i></td> <td>Date: 9-17-2020</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: N/A</td> </tr> <tr> <td>Division Manager: <i>Gray M. Schutte</i></td> <td>Date: 9-17-2020</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Conner</i></td> <td>Date: 9/17/20</td> </tr> </table>		Department Director: <i>CAO</i>	Date: 9-17-2020	Finance (Budget Approval): <i>If applicable</i>	Date: N/A	Division Manager: <i>Gray M. Schutte</i>	Date: 9-17-2020	County Counselor's Office: <i>Bryan Conner</i>	Date: 9/17/20
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County Counselor's Office: <i>Bryan Conner</i>	Date: 9/17/20									

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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





**FRANK WHITE, JR.**  
Jackson County Executive

RECEIVED

SEP 19 2020

MISSOURI STATE  
COUNTY CLERK

**EXECUTIVE ORDER NO. 20-13**

**TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.  
COUNTY EXECUTIVE**

**DATE: September 16, 2020**

**RE: APPOINTMENT AND REAPPOINTMENTS TO THE COMMUNITY  
ADVISORY COMMITTEE OF THE HEALTH FORWARD FOUNDATION**

I hereby make the following appointment and reappointments to the Community Advisory Committee of the Health Forward Foundation:

**JaNia Motley** is appointed to fill the vacancy occasioned by the resignation of Yulonda M. Swanson-Moten, for a term to expire December 31, 2021. A copy of Ms. Motley's resume is attached.

**Tenia M. Strother** is reappointed for a term to expire December 31, 2020.

**Art Chaudry** is reappointed for a term to expire December 31, 2021.

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

Date

9/16/2020

# JaNia Motley

805 SW Elizabeth Street  
Blue Springs, Missouri 64015

[jmotley81@gmail.com](mailto:jmotley81@gmail.com)  
913 449 7761

## EDUCATION AND TRAINING

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- Bachelors of Science in Business Management & Marketing / Park University
- (CPCU) Chartered Property & Casualty Underwriter Certification / Fall 2022

## QUALIFICATIONS

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Strategic, organizational focused Director with over 10 years' Risk Management experience within financial services, insurance and public entities.

- Talent for identifying organizational needs and presenting appropriate solutions leading to effectiveness and win-win scenarios
- Demonstrated talent for gaining organizational trust, providing exceptional follow-up, leading to lasting results
- Strong problem solving & analytical skills
- Excellent oral, written and presentation skills
- Strong leadership skills
- Proven ability to successfully manage multiple projects
- Success in working with cross-functional teams from peers to executive leadership.
- Expertise in resolving complex organizational issues.
- Proficient with Microsoft Office Systems (including Microsoft Word, Microsoft Excel, Access, Microsoft PowerPoint® and Microsoft Outlook)

## PROFESSIONAL EXPERIENCE

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**USD# 500 - Kansas City, Kansas Public Schools**  
**Director of Risk Assessment**

**09/2015 – Current**

Oversee the District's cash management, commercial insurance & asset management programs

- Lead KCKPS student activity fund, internal audit & asset management teams which include 4 direct reports and oversight of 13 secondary Treasurers
- Provides analysis & communication to 47 school sites surrounding purchases & deposits to ensure compliance of local, state & federal law.
- Monitors monthly financial reports to ensure timely submission of BOE funds & sales taxes by schools, as directed by the state of Kansas
- Initiates emergency audit investigations, generates audit reports and provides appropriate recommendation to Human Resources and/or law enforcement.
- Conducts follow up audits to monitor management interventions
- Manages commercial insurance program by partnering with broker, TPA, carriers and vendors to minimize district loss exposures for property, casualty & workman's compensation claims.
- Anticipates changes in insurance rates, market or coverages and applies appropriate risk mitigation strategies

- Negotiates insurance renewals and provides updates to CFO for board approval.
- Generates annual reports and provides submission of Kansas Self Insurance Application
- Supports the planning & execution of the asset management program, which includes distribution, surplus and disposal of assets
- Plans & evaluates the effectiveness of Risk Assessment processes, tools & methods and its alignment with district goals

#### **Internal Auditor**

**07/2013 – 09/2015**

Established the Kansas City, Kansas Public Schools internal audit program that mitigates risk, promotes transparency & sound financial controls as directed by the Kansas Accounting Manual.

- Obtain, analyze and evaluate financial documentation, processes & data surrounding cash accounts
- Established trust and open communication with Principals, Administrators, Treasurers & building staff
- Provided accurate analysis of financial reports, data and processes to ensure compliance of state and local requirements
- Identified loopholes in processes & recommended risk aversion measures to CFO
- Created and published standard operating procedures consistent with Kansas Accounting Manual & board policy.
- Conducted training with Principals, Administrators & Treasurers related to cash management that promotes awareness, fiscal accountability and transparency
- Assist with emergency audits as requested

#### **CBIZ Benefits & Insurance Services – Leawood, Kansas Account Manager**

**08/ 2011 – 06/ 2013**

Leading U.S. Brokerage Firm working with key accounts in developing strategic employee benefits packages to exceed employer needs while meeting the clients organizational and financial goals.

- Dedicated Account Manager for three major school districts throughout the KC metro area
- Proactively managed health care and ancillary benefit plans by obtaining competitive rates, products and services
- Prepared monthly loss ratio and dashboard reports, written correspondence and analysis
- Directs complex underwriting and funding issues and strategies
- Oversee renewal and marketing efforts and take a lead role in carrier selection and/or financial negotiations
- Serves as the day to day contact for employer needs by providing education on benefits plans, policy provisions and legislative updates



**Principal Financial Group – Overland Park, Kansas**  
**Senior Sales Specialist**

**01/2007 – 08/2011**

Global financial company offering products and services for retirement, life and health insurance, wellness programs and investment and banking products. More than 75,000 employers with 5.2 million group insurance members.

- Served as main contact for all large case (51+) life groups for the Midwest & Southern U.S. region.
- Answer plan administrator and broker questions regarding claims, new quotes, health care reform, processes and managed care initiatives
- Conducted employer enrollment meetings
- Team lead for local branch office and satellite office in Des Moines Iowa
- Served as interim manager in Regional Manager's absence
- Manage all large case quote activity from initial RFP throughout the sold case process
- Provide group renewal reporting as well as weekly large case forecast reports to Vice President and Sales Operations staff
- Responsible for cross-selling additional products and services, attending finalist meetings, renewal presentation & handling all service related issues.