

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$8,128.00 within the 2018 Anti-Drug Sales Tax Fund to cover the costs of vacation and sick leave payouts for associates within the Corrections Population Control and Prosecuting Attorney's Anti-Violence units.

RESOLUTION NO. 19757, March 5, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, a transfer is needed to cover the costs of the County's payout obligation for accrued vacation and sick leave for the Corrections Population Control and Prosecuting Attorney's Anti-Violence and Criminal Prosecutions Units; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund 008-9999	32640 – Compensated Absences	\$8,128	
Detention Population Control 008-2304	55130 – Vacation Payout		\$ 559
008-2304	55140- Sick Leave Payout		\$ 1,244
Prosecutors Anti-Violence 008-4102	55130-Vacation Payout		\$ 5,474
008-4102	55140-Sick Leave Payout		\$ 815
Pros Atty. Criminal Pros. 008-4152	55130-Vacation Payouts		\$ 30
008-4152	55140-Sick Leave Payout		\$ 6

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. 19757 of March 5, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 9999 32640
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Compensated Absences
NOT TO EXCEED: \$8,128.00

3/22/18

Date



Chief Administrative Officer

Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 21, 2018 Res/Ord No. 19757

Department / Division	Character/Description	From	To
Anti-Drug Sales Tax Fund - 008		8,128	
32640	Compensated Absences		
2304 - Detention - Pop. Control	55130 - Vacation Payouts		559
2304 - Detention - Pop. Control	55140 - Sick Leave Payouts		1,244
4102 - Prosecutor's Anti-Violence	55130 - Vacation Payouts		5,474
4102 - Prosecutor's Anti-Violence	55140 - Sick Leave Payouts		815
4152 - Pros Atty. Criminal Pros.	55130 - Vacation Payouts		30
4152 - Pros Atty. Criminal Pros.	55140 - Sick Leave Payouts		6
		Total	8,128
			8,128

Mary Rasmussen
Budgeting

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19757

Sponsor(s): Dan Tarwater III

Date: March 5, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the transfer of \$8,092 within the Anti-drug Sales Tax Fund to cover the cost of employee payouts for vacation and sick leave in the Population Control and Prosecutor's Anti-Violence departments.</u></p>																										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$8,092.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$8,092.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM:</td> <td>FROM ACCT</td> </tr> <tr> <td>Anti-drug-Pop Control-Salaries, 008-2304-55010</td> <td>\$1,803.00</td> </tr> <tr> <td>Anti-drug-Pros.Anti-vlnc-Salaries, 008-4102-55010</td> <td>\$6,289.00</td> </tr> <tr> <td>TO:</td> <td>TO ACCT</td> </tr> <tr> <td>Anti-drug-Pop Control-Vac. Payout, 008-2304-55130</td> <td>\$ 559.00</td> </tr> <tr> <td>Anti-drug-Pop Control-Sick Payout, 008-2304-55140</td> <td>\$1,244.00</td> </tr> <tr> <td>Anti-drug-Pros.Anti-vlnc-Sick Payout, 008-4102-55130</td> <td>\$5,474.00</td> </tr> <tr> <td>Anti-drug-Pros.Anti-vlnc-Vac. Payout, 008-4102-55140</td> <td>\$ 815.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <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:	\$8,092.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$8,092.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number;		FROM:	FROM ACCT	Anti-drug-Pop Control-Salaries, 008-2304-55010	\$1,803.00	Anti-drug-Pros.Anti-vlnc-Salaries, 008-4102-55010	\$6,289.00	TO:	TO ACCT	Anti-drug-Pop Control-Vac. Payout, 008-2304-55130	\$ 559.00	Anti-drug-Pop Control-Sick Payout, 008-2304-55140	\$1,244.00	Anti-drug-Pros.Anti-vlnc-Sick Payout, 008-4102-55130	\$5,474.00	Anti-drug-Pros.Anti-vlnc-Vac. Payout, 008-4102-55140	\$ 815.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Mary Rasmussen, Budgeting Supervisor, 881-1278</p>																										
<p>REQUEST SUMMARY</p>	<p>A Resolution authorizing the transfer of \$8,092 within the Anti-drug Sales Tax Fund to cover the cost of employee payouts for vacation and sick leave in the Population Control and Prosecutor's Anti-Violence departments.</p>																										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date: 2/21/18
	Division Manager: <i>Sean Peters Baker</i>	Date: 2/21/18
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Department of Finance and Purchasing to execute Consulting Agreements and Addenda to Consulting Agreements with identified individuals to serve as additional reviewers of COMBAT proposals for the 2018 fiscal year, at an aggregate cost to the County not to exceed \$9,075.00.

RESOLUTION NO. 19784, March 26, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19744 dated February 26, 2018 the Legislature did authorize consulting agreements with seven qualified persons to serve as reviewers of COMBAT funding proposals, at a total cost to the County not to exceed \$8,400.00; and,

WHEREAS, due to the submission of a higher than anticipated number of funding proposals, COMBAT staff now recommends an increase to these existing contracts in the aggregate amount of \$3,150.00, to be equally divided among reviewers Alexander Holsinger, Stephani Khalifah, Sarah Fischer, Ina Montgomery, Kathy Julio, and Stephanie Burton; and,

WHEREAS, COMBAT staff have also identified a need for additional qualified individuals to serve as reviewers of COMBAT funding proposals for the 2018 fiscal year; and,

WHEREAS, staff recommend that the following additional qualified individuals be retained as reviewers for the amounts indicated:

Larsen Brands	\$525.00
Jeff Atkins	\$525.00
Nancy Kepple	\$525.00
Ken Novak	\$525.00
Ile Haggins	\$525.00
Greg Mathews	\$825.00
Lisa Doyle	\$825.00
John Gary	\$825.00
Christene Sharp	\$825.00
	<hr/>
Total	<u>\$5,925.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Department of Finance and Purchasing be and hereby authorized to execute addenda to the Consulting Agreements with the Alexander Holsinger, Stephani Khalifah, Sarah Fischer and Ina Montgomery, Kathy Julio, and Stephanie Burton, in a form to be approved by the County Counselor, at an aggregate cost to the County not exceed \$3,150.00; and,

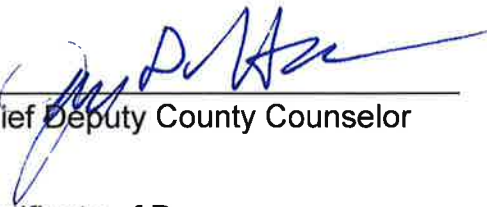
BE IT FURTHER RESOLVED that the Department be and is authorized to execute Consulting Agreements with Larsen Brand, Jeff Atkins, Nancy Kepple, Ken Novak, Ile Haggins, Greg Matthews, Lisa Doyle, John Gary, and Christene Sharp, in a form to be

approved by the County Counselor, at an aggregate cost to the County not to exceed \$5,925.00; and,

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

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. 19784 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4401 56080
ACCOUNT TITLE: COMBAT Administration
Other Professional Svcs
NOT TO EXCEED: \$9,075.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

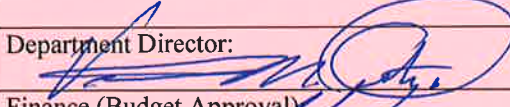


Completed by County Counselor's Office:

Res/Ord No.: 19784

Sponsor(s): Dan Tarwater III

Date: March 26, 2018

<p>SUBJECT</p>	<p>Action Requested X Resolution Ordinance</p> <p>Project/Title: A resolution authorizing the Director of the Department of Finance to execute consulting agreements with certain individuals for COMBAT proposals for the 2018 funding year, for additional reviewers, \$5,925.00, and also to increase the existing contract amounts from Res: 19744 in the amount of \$3150.00. Funded by the County's Anti-Drug Sales Tax Fund for the 2018 fiscal year at the aggregate cost to the county not to exceed \$9,075.00.</p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$9,075.00</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>\$9,075.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$9,075.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 008-4401-56080 Anti-Drug, Other Professional Services</td> <td>\$9,075.00</td> </tr> </table> <ul style="list-style-type: none"> If account includes additional funds for other expenses, total budgeted in the account is: \$ <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$100,155.00 Prior Year Actual Amount Spent (if applicable): \$100,000.00</p>	Amount authorized by this legislation this fiscal year:	\$9,075.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$9,075.00	Amount budgeted for this item *:	\$9,075.00	Source of funding (name of fund) and account code number: 008-4401-56080 Anti-Drug, Other Professional Services	\$9,075.00								
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 19744, February 26, 2018</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>																		
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the Director of the Department of Finance to execute agreements with certain individuals for COMBAT proposals for the 2018 funding year, for additional reviewers, \$5,925.00, and also to increase the existing contract amounts from Res: 19744 in the amount of \$3150.00. Funded by the County's Anti-Drug Sales Tax Fund for the 2018 fiscal year at the aggregate cost to the county not to exceed \$9,075.00.</p> <table> <tr> <td>Larsen Brands</td> <td>\$525.00</td> </tr> <tr> <td>The Atkins Group (Jeff Atkins)</td> <td>\$525.00</td> </tr> <tr> <td>Nancy Kepple</td> <td>\$525.00</td> </tr> <tr> <td>Ken Novak</td> <td>\$525.00</td> </tr> <tr> <td>Ile Haggins</td> <td>\$525.00</td> </tr> <tr> <td>Greg Mathews</td> <td>\$825.00</td> </tr> <tr> <td>Lisa Doyle</td> <td>\$825.00</td> </tr> <tr> <td>John Gary</td> <td>\$825.00</td> </tr> <tr> <td>Christene Sharp</td> <td>\$825.00</td> </tr> </table> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service, to certain individuals for the purpose of reviewing the 2018 proposals for COMBAT for the funded year of 2018.</p>	Larsen Brands	\$525.00	The Atkins Group (Jeff Atkins)	\$525.00	Nancy Kepple	\$525.00	Ken Novak	\$525.00	Ile Haggins	\$525.00	Greg Mathews	\$825.00	Lisa Doyle	\$825.00	John Gary	\$825.00	Christene Sharp	\$825.00
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John Gary	\$825.00																		
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Quote	
REVIEW	Department Director: 	Date: 3/8/2018
	Finance (Budget Approval): If applicable 	Date: 3/12/18
	Division Manager: 	Date: 3/13/18
	County Counselor's Office:	Date:

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

This expenditure was included in the annual budget.

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the maintenance of HVAC equipment for use by the Parks + Rec Department to Johnson Controls, Inc., of Lenexa, KS, at an actual cost to the County not to exceed \$5,506.00, under the terms and conditions set forth in U.S. GSA Contract No. GS-06F-0060P, an existing government contract.

RESOLUTION NO.19785, March 26, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for preventative maintenance and software support for the HVAC system at the Fort Osage Education Center; and,

WHEREAS, proper humidity and temperature control is essential for the conservation of the archaeological collection; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Finance and Purchasing Department recommends the award of a contract to Johnson Controls, Inc., of Lenexa, KS, under the terms and conditions of U.S. General Service Administration Contract No. GS-06F-0060P; and,

WHEREAS, the Department recommends award under section 1030.4 for the reason that this will allow the County to take advantage of discounts offered at large entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Finance and Purchasing Department to Johnson Control, Inc., of Lenexa, KS; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby is authorized to execute any and all documents necessary to give effect to this award; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby 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. 19785 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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: 003 1603 56790
ACCOUNT TITLE: Park Fund
Heritage Programs & Museums
Other Contractual Svc
NOT TO EXCEED: \$5,506.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19785

Sponsor(s): Tony Miller

Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of a Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of General Services Administration contract GS-06F-0060P, an existing other government contract, for HVAC Products, Installation and Service for use by Parks + Rec.</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>\$5506.00</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>\$5506.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$5506.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 003-1603-56790 Park Fund – Historic Sites – Other Contractual Services</td> <td>\$5506.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <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:	\$5506.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$5506.00	Amount budgeted for this item * (including transfers):	\$5506.00	Source of funding (name of fund) and account code number: 003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$5506.00
Amount authorized by this legislation this fiscal year:	\$5506.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$5506.00										
Amount budgeted for this item * (including transfers):	\$5506.00										
Source of funding (name of fund) and account code number: 003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$5506.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): N/A</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
REQUEST SUMMARY	<p>The Planned Service Agreement for Parks + Rec would provide preventative maintenance and software support for the HVAC system at the Fort Osage Education Center. Proper humidity and temperature control is essential for the conservation of the archaeological collection.</p> <p>The Purchasing Department is seeking legislative approval due to 1) the insurance release clause in Paragraph G on Page 13 of 18, and 2) the indemnity language that in Paragraph H beginning on Page 13 of 18.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of term and supply contract GS-06F-0060P for HVAC Products, Installation and Service for use by Parks + Rec.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office): N/A</p>										
	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Recommendation Memo from Dianne Kimzey of Parks + Rec, Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS.</p>										

Budget office received 3/6/18

REVIEW	Department Director: <i>Michael [Signature]</i>	Date: <i>2/5/18</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>3/6/18</i>
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**JACKSON COUNTY
Parks + Rec**

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

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

MEMORANDUM

TO: Katie Bartle, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec Department *DK*
DATE: March 2, 2018
RE: Johnson Controls Agreement

The Parks Department recommends approval of the Johnson Controls agreement for preventive maintenance and software support to the HVAC system at the Fort Osage Education Center.

Proper operation of the system is very important to control the humidity inside the Education Center. Temperature and humidity control are very important and critical to the conservation of the archaeological collection.

The cost of the agreement is \$5,506. This expense is budgeted in the 2018 Budget in account 003-1603-56790 (Park Fund – Historic Sites – Other Contractual Services).



Frank White, Jr., County Executive

Planned Service Proposal



CUSTOMER FORT OSAGE EDUCATION CENTER
LOCAL JOHNSON CONTROLS OFFICE 9850 LEGLER RD LENEXA, KS 66219-1263
AGREEMENT START DATE: 05/01/2018
PROPOSAL DATE: 02/8/2018
ESTIMATE NO: 1-RKAE7OH



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR FORT OSAGE EDUCATION CENTER

Dear Earnest Jones,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year - starting 05/01/2018 and ending 04/30/2019.
- The agreement price for first year is \$5,506.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Clint Jackson
Service Manager
(913)307-4252

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

PLANNED SERVICE PROPOSAL
FORT OSAGE EDUCATION CENTER

Planned Service Agreement

Customer Name : FORT OSAGE EDUCATION CENTER
Address: 107 OSAGE ST SIBLEY,MO 64088-9644
Proposal Date: 02/08/2018
Estimate #: 1-RKAE7OH

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 05/01/2018 and will continue until 04/30/2019 ("Original Term").

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

PLANNED SERVICE PROPOSAL
FORT OSAGE EDUCATION CENTER

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$5,506.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

JACKSON COUNTY PARKS & RECREATION
JACOMO ADMINISTRATION OFFICE
22807 WOODS CHAPEL RD
BLUE SPRINGS,MO 64015

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS
Inc.**

By: Clint Jackson

Signature:

Title: Service Manager

Date:

Signature:

Title:

Date:

By:

Signature:

Title:

Date:

Customer PO#:

JCI Branch: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Address: 9850 LEGLER RD
LENEXA, KS 66219-1263
Branch Phone: (913) 307-4200

PLANNED SERVICE PROPOSAL
FORT OSAGE EDUCATION CENTER

Schedule A - Equipment List

FORT OSAGE EDUCATION CENTER

**107 OSAGE ST
SIBLEY, MO 64088-9644**

Block Hours - Controls

Quantity: 1
Coverage Level: Basic

Services Provided

2 Preventive Maintenance

Customer Tag

Manufacturer

Model #

Serial #

Block Hours - Controls

Quantity: 1
Coverage Level: Premium

Services Provided

1 Repair

Customer Tag

Manufacturer

Model #

Serial #

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1
Coverage Level: Basic

Services Provided

1 ADS Site Dir Software Subscription
1-year (up to 4 engines) -
Subscription Only

Customer Tag

Controls Software,
Supervisory/Server/UI, Johnson

Manufacturer

JCI_YORK

Model #

Serial #

1-M1IF8EK

Equipment Tasking

Block Hours - Controls

Preventive Maintenance Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software Use appropriate eye protection in work environment
Subscription 1-year (up Use appropriate Head protection on worksite
to 4 engines) - Use appropriate hand gloves on worksite
Subscription Only Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

PLANNED SERVICE PROPOSAL
FORT OSAGE EDUCATION CENTER

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any

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and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

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JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses,

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costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (K) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes

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aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A – Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination

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under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE

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ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$7,396.00 within the 2018 General Fund and awarding a contract for the maintenance of HVAC equipment to Johnson Controls, Inc., of Lenexa, KS, under the terms and conditions set forth in U.S. General Services Administration Contract No. GS-06F-0060P, an existing government contract, at an actual cost to the County not to exceed \$7,396.00.

RESOLUTION NO.19786, March 26, 2018

INTRODUCED BY Greg Grounds, County Legislator

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

WHEREAS, under section 1030.4, Jackson County Code, 1984, the Department of Finance and Purchasing recommends a planned service agreement with Johnson Controls, Inc., of Lenexa, KS, under the terms and conditions of U.S. General Services Administration Contract GS-06F-0060P; and,

WHEREAS, the Department recommends award under section 1030.4 for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

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


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Facilities Mgmt			
Kansas City			
001-1204	56510– Maint & Repair Buildings	\$7,396	
001-1204	56790– Other Contractual Svc		\$7,396

BE IT FURTHER RESOLVED an award be made under the existing government contract as recommended by the Department of Finance and Purchasing, and that the Department 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 Department of Finance and Purchasing be and hereby 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. 19786 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

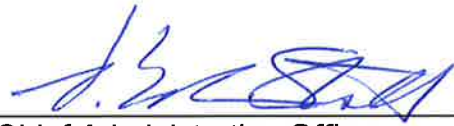
ACCOUNT NUMBER: 001 1204 56510
ACCOUNT TITLE: General Fund
Facilities Mgmt.
Maint & Repair Buildings
NOT TO EXCEED: \$7,396.00

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 1204 56790
ACCOUNT TITLE: General Fund
Facilities Mgmt.
Other Contractual Svc
NOT TO EXCEED: \$7,396.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19786

Sponsor(s): Greg Grounds

Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$7,396.00 within the Facilities Management Kansas City General Fund and authorizing the purchase of a three year Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of term and supply contract GS-06F-0060P for HVAC Products, Installation and Service for use by the Facilities Management Division of Public Works.</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>\$7,396.00</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>\$7,396.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$7,396.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 001-1204-6510 General Fund – Facilities Management KC – Building Maintenance and Repair TO: 001-1204-56790 General Fund – Facilities Management KC – Other Contractual Services</td> <td>\$7,396.00 \$7,396.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <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:	\$7,396.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$7,396.00	Amount budgeted for this item * (including transfers):	\$7,396.00	Source of funding (name of fund) and account code number: FROM: 001-1204-6510 General Fund – Facilities Management KC – Building Maintenance and Repair TO: 001-1204-56790 General Fund – Facilities Management KC – Other Contractual Services	\$7,396.00 \$7,396.00
Amount authorized by this legislation this fiscal year:	\$7,396.00										
Amount previously authorized this fiscal year:											
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): N/A</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
REQUEST SUMMARY	<p>The Planned Service Agreement for the Facilities Management Division of Public Works would provide regular software upgrades and service for the HVAC systems at the Downtown Kansas City Courthouse. The proposed Planned Service Agreement is for three years, with a 3% price increase applied to each subsequent year. Future years are subject to appropriation.</p> <p>The Purchasing Department is seeking legislative approval due to 1) the insurance release clause in Paragraph G on Page 14 of 20, and 2) the indemnity language that in Paragraph H beginning on Page 15 of 20.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of term and supply contract GS-06F-0060P for HVAC Products, Installation and Service for use by the Facilities Management Division of Public Works.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office): N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Recommendation Memo from Joseph Tomlinson of Facilities Management, Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS.</p>										

REVIEW	Department Director: <i>Joseph H. Ponder</i>	Date: 03/05/18
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 3/7/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

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

PC# _____

Date: March 7, 2018 RES # 19786


<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
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General Fund - 001

1204 - Facilities Mgmt - Kansas City	56510 - Maint & Repair - Buildings	\$ 7,396	\$ -
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1204 - Facilities Mgmt - Kansas City	56790 - Other Contractual Services		7,396
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		<u>\$ 7,396</u>	<u>\$ 7,396</u>
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3/7/18

 Budget Officer



JACKSON COUNTY
Facilities Management Division

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

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Katie Bartle, Senior Buyer, Purchasing Department

Date: 03/01/2018

Subject: Johnson Controls Service Agreement Proposal

Katie,

This memorandum is being prepared and submitted in response to your request for information regarding a proposed Service Agreement with Johnson Controls (JCI). JCI is a current Term and Supply vendor responsible for supplying HVAC software and hardware to Jackson County's Downtown Kansas City Courthouse.

While we have stationary building operators on staff to attend to preventative maintenance and repair of hardware, HVAC systems are controlled by a software program that requires vendor-assisted upgrades and service. A service agreement such as the one being proposed would allow for the vendor to respond to sites and insure physical machinery is functioning properly, as well as providing for software upgrades and calibrations. The Facilities Management Division feels this function is essential to the maintenance of Jackson County buildings.

Thank you for your consideration in this matter,

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)

Planned Service Proposal



CUSTOMER JACKSON COUNTY COURTHOUSE
LOCAL JOHNSON CONTROLS OFFICE JCI Kansas City (N42)
AGREEMENT START DATE: 3/1/2018
PROPOSAL DATE: 02/26/2018
ESTIMATE NO: 1-Q9WOR1R



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR JACKSON COUNTY COURTHOUSE

Dear Mr. Tomlinson,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for your Metasys Building Automation- Starting 3/1/18 and ending 2/28/2021.
- The agreement price for first year is \$7,396; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Ricky Bellinger
(816) 520-5311

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify Energy Savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote Environmental Health and Safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

PLANNED SERVICE PROPOSAL
JACKSON COUNTY

Planned Service Agreement

Customer Name : JACKSON COUNTY
Address: 415 E 12TH ST KANSAS CITY,MO 64106-2706
Proposal Date: 02/26/2018
Estimate #: 1-Q9WOR1R

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 3/1/2018 and will continue until 2/28/2021 ("Original Term").

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

PLANNED SERVICE PROPOSAL
JACKSON COUNTY

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$7,396. This amount will be paid to JCI in annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Jackson County Courthouse
415 E 12TH ST KANSAS CITY, MO 64106-2706
Attn Accounts Payable

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Patrick McGuire

By:

Signature:

Signature:

Title: Sales Manager/Market Director

Date:

Title:

Date:

Customer PO#:

JCI Branch: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

Address: 9850 LEGLER RD

LENEXA, KS 66219-1263

Branch Phone: (913) 307-4200

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	\$7,396	Annual
Year 2	\$7,617	Annual
Year 3	\$7,846	Annual

*3% annual escalation applied to all multi-year contracts

PLANNED SERVICE PROPOSAL
JACKSON COUNTY

Schedule A - Equipment List

JACKSON COUNTY, MISSOURI

**415 E 12TH ST
KANSAS CITY, MO 64106-2706**

Quarterly Visit- Controls

Quantity: 4

Services Provided

8 hrs Control Tech

Block Hours - Controls

Quantity: 16

Coverage Level: Basic

Services Provided

1 hr Control Tech

Special Additions and Exceptions

PLANNED SERVICE PROPOSAL
JACKSON COUNTY

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's

PLANNED SERVICE PROPOSAL JACKSON COUNTY

Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any

PLANNED SERVICE PROPOSAL
JACKSON COUNTY

adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR**

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AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or

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addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document,

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unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

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c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO

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SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, March 26, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19787, March 26, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, March 26, 2018, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, March 26, 2018, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19787 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$89,671.00 within the 2018 General Fund and \$32,473.00 within the 2018 Special Road & Bridge Fund to cover costs of dues and memberships with the Mid-America Regional Council (MARC).

RESOLUTION NO. 19788, March 26, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Accounts within the 2018 General Fund and Special Road and Bridge Fund are needed to cover the costs of dues and memberships with the Mid-America Regional Council (MARC); and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the General Fund and Special Road and Bridge Fund are required to be designated for use by the Department of Finance and Purchasing for dues and memberships; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Department of Finance and Budgeting within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the Finance and non-departmental budget; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Reserve			
001-8006	56835 – Reserve Operating	\$89,671	
001-5101	56710- Dues & Membership		\$89,671
Special Road & Bridge Fund			
Reserve			
004-8006	56835 – Reserve Operating	\$32,473	
Non- Departmental Special R&B			
004-5104	56710- Dues & Membership		\$32,473

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. 19788 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund
Reserve Operating
NOT TO EXCEED: \$89,671.00

ACCOUNT NUMBER: 004 8006 56835
ACCOUNT TITLE: Special Road and Bridge Fund
Reserve Operating
NOT TO EXCEED: \$32,473.00

3/22/18

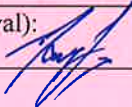
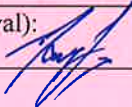
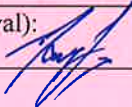
Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19788
 Sponsor(s): Dennis Waits
 Date: March 26, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution to transfer \$89,671 within the General Fund, \$32,473 within the Special Road & Bridge Fund, from the respective Reserve Operating accounts to the Non-Departmental Dues & Memberships accounts, in relation to membership dues to the Mid-America Regional Council (MARC).</u></p>																							
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$122,144</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 style="text-align: right;">\$122,144</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><u>FROM ACCT:</u></td> <td style="text-align: right;"><u>FROM AMOUNT</u></td> </tr> <tr> <td>001-8006-56835 General Fund – Reserve - Reserve-Operating</td> <td style="text-align: right;">\$ 89,671</td> </tr> <tr> <td>004-8006-56838 Road & Bridge Fund – Reserve – Reserve-Operating</td> <td style="text-align: right;">32,473</td> </tr> <tr> <td><u>TO ACCT:</u></td> <td style="text-align: right;"><u>TO AMOUNT</u></td> </tr> <tr> <td>001-5101-56710 General Fund – Non-Departmental - Dues & Memberships</td> <td style="text-align: right;">\$ 89,671</td> </tr> <tr> <td>004-5104-56710 Road & Bridge Fund – Non-Departmental - Dues & Memberships</td> <td style="text-align: right;">32,473</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: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$122,144	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$122,144	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number;		<u>FROM ACCT:</u>	<u>FROM AMOUNT</u>	001-8006-56835 General Fund – Reserve - Reserve-Operating	\$ 89,671	004-8006-56838 Road & Bridge Fund – Reserve – Reserve-Operating	32,473	<u>TO ACCT:</u>	<u>TO AMOUNT</u>	001-5101-56710 General Fund – Non-Departmental - Dues & Memberships	\$ 89,671	004-5104-56710 Road & Bridge Fund – Non-Departmental - Dues & Memberships	32,473
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004-5104-56710 Road & Bridge Fund – Non-Departmental - Dues & Memberships	32,473																							
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 5062, 12/16/2017;</p>																							
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Mark Lang, Budget Officer, 881-3851</p>																							
<p>REQUEST SUMMARY</p>	<p>This Resolution is for the transfer of funds in relationship to the membership dues to the Mid-America Regional Council (MARC) for 2018. See the attached for a description of dues.</p>																							
<p>CLEARANCE</p>	<p><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)</p>																							
<p>ATTACHMENTS</p>	<p>Mid-America Regional Council (MARC) 2018 Dues Invoice</p>																							
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 3/14/18</td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director:	Date:	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/14/18	Division Manager:	Date:	County Counselor's Office:	Date:														
Department Director:	Date:																							
Finance (Budget Approval): <i>If applicable</i> 	Date: 3/14/18																							
Division Manager:	Date:																							
County Counselor's Office:	Date:																							

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
www.marc.org



MAR 6 2018

March 1, 2018

Honorable Frank White
County Executive
Jackson County Courthouse
415 East 12th Street, 2nd Floor
Kansas City, MO 64106

Dear Honorable White:

Enclosed is an invoice for Jackson County's 2018 per capita membership dues to the Mid-America Regional Council (MARC). MARC uses local member dues as match for federal, state and private grants that advance regional progress across a wide variety of programs related to transportation, the environment, public safety, emergency services, aging, early education, workforce development, community development and more. Local dues also support initiatives that are not funded by these grants but are important to the region. A fact sheet with more information about the many regional programs underway is enclosed.

The past few years we have tried to keep pace with inflation, implementing minimal increases each year. As we advised last spring, the MARC Board of Directors approved a 2% increase in dues for 2018. For budget planning, please know that we are projecting a 2% increase for 2019 also. The attached invoice includes voluntary dues for the various programs that you participate in. We hope your budget will allow for continued support of these important programs.

We appreciate your ongoing support and active participation in the Mid-America Regional Council. Your contributions are a critical part of the work we do together. Please call if you ever have any questions or ideas about how we can better serve the region.

Sincerely,

A handwritten signature in black ink that reads "David A. Warm". The signature is fluid and cursive, with the first name being the most prominent.

David A. Warm
Executive Director

Enclosures

Chair
Carol Suter
Councilmember
Gladstone, Missouri

1st Vice Chair
Rob Roberts
Commissioner
Miami County, Kansas

2nd Vice Chair
Jimmy Odom
Commissioner
Cass County, Missouri

Treasurer
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

Secretary
Carson Ross
Mayor
Blue Springs, Missouri

Executive Director
David A. Warm



Remit To:
 600 Broadway Suite 200
 Kansas City, MO 64105-1659
 Phone: (816) 474-4240
 Fax: (816) 421-7758

Invoice	D-I-0002891
Date	1/30/2018
Grant No.	Local Dues
Page	1

Bill To:

Jackson County, Missouri

 415 E. 12th Street, 2nd Floor
 Kansas City MO 64106

Return one copy with payment.

Purchase Order No.		Customer ID	MARC Contact	Shipping Method	Payment Terms	Req Ship Date	Master No.
		JACOLocalDUES			Due on Receipt	1/30/2018	10,243
Ordered	Shipped	Item Number	Description		Unit Price	Ext. Price	
1.00	1.00	12800	Local Contribution for RHSCC Emergency Services Regio		\$32,471.00	\$32,471.00	
0.00	1.00	AGING	Local Aging Match <i>Paid by Outside Agencies</i>		\$25,947.00	\$25,947.00	
0.00	1.00	BASIC	Local Dues		\$75,943.00	\$75,943.00	
0.00	1.00	GIF	Government Innovations Forum		\$7,992.00	\$7,992.00	
0.00	1.00	GTI	Government Training Institute		\$5,736.00	\$5,736.00	
					Subtotal	\$148,089.00	
					Misc	\$0.00	

MARC Emergency Services and Local Dues

January 1, 2018 to December 31, 2018

Entity Name	Emergency Services*	Basic Local Dues*	Voluntary Dues*	GIF Dues*	GTI Dues**	Aging Local Match*	Combined Total
Cass County	\$ 4,804	\$ 19,120		\$ 3,995	\$ 717	\$ 1,508	\$ 30,144
Clay County	\$ 10,908	\$ 28,161		\$ 5,326	\$ 2,868	\$ 3,020	\$ 50,283
City of Independence	\$ 10,137	\$ 14,989		\$ 6,658	\$ 4,301	\$ 3,020	\$ 39,105
Jackson County	\$ 32,471	\$ 75,943		\$ 7,992	\$ 5,736	\$ 25,947	\$ 148,089
City of Kansas City, Mo	\$ 40,221	\$ 58,990		\$ 9,989	\$ 14,342	\$ 36,192	\$ 159,734
Platte County	\$ 4,412	\$ 11,587		\$ 3,995	\$ 1,433	\$ 1,508	\$ 22,935
Ray County		\$ 5,000		\$ 2,662	\$ 329	\$ 1,508	\$ 9,499
Johnson County, Kan.	\$ 26,806	\$ 82,484		\$ 7,992	\$ 7,170		\$ 124,452
Leavenworth County	\$ 3,700	\$ 14,670		\$ 3,995	\$ 2,151		\$ 24,516
City of Lee's Summit	\$ 7,999	\$ 11,722		\$ 5,326	\$ 2,868		\$ 27,915
Miami County		\$ 6,310		\$ 2,662	\$ 1,433		\$ 10,405
City of Olathe	\$ 11,258	\$ 16,150		\$ 6,658	\$ 3,585		\$ 37,651
City of Overland Park	\$ 15,493	\$ 22,244		\$ 6,658	\$ 3,585		\$ 47,980
Wyandotte County	\$ 13,764	\$ 30,312		\$ 6,658	\$ 5,736		\$ 56,470
City of Belton	\$ 2,014		\$ 2,473	\$ 3,331	\$ 717		\$ 8,535
City of Blue Springs	\$ 4,594		\$ 5,626	\$ 3,995	\$ 1,433		\$ 15,648
City of Claycomo	\$ 401		\$ 153	\$ 333	\$ 329		\$ 1,216
City of Edwardsville	\$ 707		\$ 464	\$ 333	\$ 329		\$ 1,833
City of Excelsior Springs	\$ 969		\$ 1,186	\$ 1,997	\$ 329		\$ 4,481
City of Gardner	\$ 1,762		\$ 2,046	\$ 3,331	\$ 717		\$ 7,856
City of Gladstone	\$ 2,229		\$ 2,719	\$ 3,995	\$ 717		\$ 9,660
City of Grandview	\$ 2,114		\$ 2,619	\$ 3,331	\$ 717		\$ 8,781
City of Leavenworth	\$ 3,105		\$ 3,772	\$ 3,995	\$ 1,433		\$ 12,305
City of Leawood	\$ 2,803		\$ 3,410	\$ 3,995	\$ 1,433		\$ 11,641
City of Lenexa	\$ 4,264		\$ 5,156	\$ 3,995	\$ 2,151		\$ 15,566
City of Liberty	\$ 2,566		\$ 3,119	\$ 3,995	\$ 717		\$ 10,397
City of North Kansas City	\$ 1,521		\$ 450	\$ 333	\$ 717		\$ 3,021
City of Prairie Village	\$ 1,885		\$ 2,295	\$ 3,331	\$ 717		\$ 8,228
City of Raymore	\$ 1,693		\$ 2,055	\$ 3,331	\$ 717		\$ 7,796
City of Raytown	\$ 2,540		\$ 3,159	\$ 3,995	\$ 717		\$ 10,411
City of Riverside	\$ 960		\$ 314	\$ 333	\$ 329		\$ 1,936
City of Shawnee	\$ 5,516		\$ 6,656	\$ 5,326	\$ 1,433		\$ 18,931
City of Basehor			\$ 494	\$ 333	\$ 329		\$ 1,156
City of Bonner Springs			\$ 783	\$ 667	\$ 329		\$ 1,779

*Based on population. **Based on number of employees.

MARC Emergency Services and Local Dues

January 1, 2018 to December 31, 2018

Entity Name	Emergency Services*	Basic Local Dues*	Voluntary Dues*	GIF Dues*	GTI Dues**	Aging Local Match*	Combined Total
City of Buckner			\$ 329	\$ 333	\$ 329		\$ 991
City of De Soto			\$ 612	\$ 667	\$ 329		\$ 1,608
City of Edgerton			\$ 179	\$ 333	\$ 329		\$ 841
City of Fairway			\$ 415	\$ 333	\$ 329		\$ 1,077
City of Garden City			\$ 176	\$ 333	\$ 329		\$ 838
City of Grain Valley			\$ 1,375	\$ 1,997	\$ 329		\$ 3,701
City of Greenwood			\$ 559	\$ 667	\$ 329		\$ 1,555
City of Harrisonville			\$ 1,072	\$ 667	\$ 717		\$ 2,456
City of Kearney			\$ 897	\$ 667	\$ 329		\$ 1,893
City of Lake Lotawana			\$ 207	\$ 333	\$ 329		\$ 869
City of Lansing			\$ 1,205	\$ 1,997	\$ 329		\$ 3,531
City of Lawson			\$ 265	\$ 333	\$ 329		\$ 927
City of Louisville			\$ 462	\$ 333	\$ 329		\$ 1,124
City of Merriam			\$ 1,177	\$ 1,997	\$ 717		\$ 3,891
City of Mission			\$ 998	\$ 667	\$ 329		\$ 1,994
City of Mission Hills			\$ 374	\$ 333	\$ 329		\$ 1,036
City of Oak Grove			\$ 822	\$ 667	\$ 329		\$ 1,818
City of Osawatomie			\$ 476	\$ 333	\$ 329		\$ 1,138
City of Paola			\$ 599	\$ 667	\$ 329		\$ 1,595
City of Parkville			\$ 594	\$ 667	\$ 329		\$ 1,590
City of Peculiar			\$ 493	\$ 333	\$ 329		\$ 1,155
City of Platte City			\$ 502	\$ 333	\$ 329		\$ 1,164
City of Pleasant Hill			\$ 868	\$ 667	\$ 329		\$ 1,864
City of Pleasant Valley			\$ 317	\$ 333	\$ 329		\$ 979
City of Richmond			\$ 620	\$ 667	\$ 329		\$ 1,616
City of Roeland Park			\$ 720	\$ 667	\$ 329		\$ 1,716
City of Smithville			\$ 901	\$ 667	\$ 329		\$ 1,897
City of Spring Hill			\$ 582	\$ 667	\$ 329		\$ 1,578
City of Sugar Creek			\$ 358	\$ 333	\$ 329		\$ 1,020
City of Tonganoxie			\$ 535	\$ 333	\$ 329		\$ 1,197
City of Weatherby Lake			\$ 184	\$ 333	\$ 329		\$ 846
City of Weston			\$ 176	\$ 333	\$ 329		\$ 838
City of Westwood			\$ 161	\$ 333	\$ 329		\$ 823

*Based on population. **Based on number of employees.

LOCAL DUES » REGIONAL PROGRESS

MEMBERSHIP DUES contributed by local governments make up only 1.4 percent of MARC's total annual revenue, but have a significant impact on programs of importance to metro area cities and counties.

PROJECTED 2018 REVENUES*

Federal, State & Private Grants	\$54,646,220
Contributed Services (Non-Cash)	\$10,255,646
Program & Other Income	\$1,955,006
Local Government Dues	\$959,752
TOTAL	\$67,816,624

Local dues provide a foundation for a broad range of regional programs and initiatives, and often serve as matching funds to leverage federal, state and private grants.

The nine counties and six largest cities in the region (named as incorporating members in MARC's bylaws) pay annual dues calculated on a per-capita basis. The five counties on the Missouri side of the region and the cities of Independence and Kansas City, Missouri, also pay an annual match (calculated per capita) as part of MARC's Area Agency on Aging.

Other cities in the MARC region are asked to pay basic dues based on population. In addition, all communities are asked to make program-specific voluntary contributions as described to the right.

**Note: 74.2 percent of MARC's cash revenue is passed through to local governments and service providers.*



MID-AMERICA REGIONAL COUNCIL

Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105
816-474-4240 | www.marc.org

Questions?

Contact Carol Gonzales, Director of Finance and Administration, 816-701-8206 or cgonzales@marc.org

VOLUNTARY DUES support regional programs developed by and for local governments to accomplish specific goals.

Government Training Institute

GTI provides high-quality training to local government employees, including open enrollment courses, certificate programs and customized training. Member local governments receive a 15 percent discount on registration fees and materials. Since its inception, GTI has served over 150,000 participants. Courses are updated frequently to meet emerging needs of local governments. *Dues are calculated based on the number of employees in a jurisdiction.*

Government Innovations Forum

Through the Government Innovations Forum, city and county managers meet regularly to share best practices and address common challenges. The Managers Roundtable has led the development of numerous shared services that help local governments save money and increase efficiency. *Dues are calculated based on population.*

Homeland Security and Emergency Services

Following significant decreases in federal and state funding for homeland security, the MARC Board of Directors and Regional Homeland Security Coordinating Committee established a voluntary contribution plan for local governments to help sustain planning and coordination, training and exercise programs, information sharing systems and specialized equipment. *Dues are based on population. Smaller cities were not initially asked to contribute, but may be added in the future.*

Salary Survey

Each year, MARC conducts a salary survey of local governments to provide comparative data for use when reviewing salaries and pay plans. MARC uses a web-based system to collect salary information and allow participating governments the opportunity to view, update and compare salary data throughout the year. *Dues are calculated based on number of employees.*



MARC coordinates a wide variety of regional initiatives that benefit local governments both directly and indirectly. Some examples include:



Efficient Transportation

- Transportation policy development
- Long-range transportation planning
- Transportation investment planning and programs
- Mobility, access and equity
- Active transportation
- Freight movement
- Smart Moves transit planning
- Operation Green Light
- Rideshare
- Destination Safe Coalition



Healthy Environment

- Natural resource inventory
- Green infrastructure
- MetroGreen trails planning
- Air quality
- Solid waste management
- Energy efficiency initiatives
- Watershed management and water quality
- Climate resilience
- Alternative fuel initiatives



Emergency Response Capability

- Regional 911 System
- Interoperable communications
- Homeland security coordination
- LEPC hazardous materials planning
- MARCER emergency medical services
- Health care coalition
- MEMC emergency management and preparedness



Healthy People and Families

- Homelessness Management Information System
- Managed Services Network
- Access to health care
- Area Agency on Aging
- KC Communities for All Ages
- Double Up Food Bucks nutrition incentives
- Early Learning
- Mid-America Head Start



Effective Government

- Legislative advocacy
- Government Training Institute
- Government Innovations Forum
- Cooperative purchasing and shared services
- Collaborative interlocal initiatives
- Small cities program
- GIS mapping services
- Regional research and analysis
- Community engagement



Competitive Economy

- KC Rising partnership
- Regional Workforce Intelligence Network
- Talent-to-Industry Exchanges
- Economic research and analysis
- GradForce KC and KC Degrees educational attainment
- Economic Development District



Vibrant Places

- Sustainable Places policy development
- Land use/development initiatives
- Planning Sustainable Places grants
- Targeted redevelopment planning
- First Suburbs Coalition
- Fair housing
- Emerging issues

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$25,000.00 within the 2018 Park Fund to cover the costs of promotional advertising within the Parks + Rec Department.

RESOLUTION NO. 19789, March 26, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Park Fund are needed to cover the cost of promotional advertising within the Parks + Rec Department; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Park Fund are required to be designated for use by the Parks + Rec Department for promotional advertising within the Parks + Rec Department; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Parks + Rec Department within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line item in the Parks + Rec Department budget or otherwise for calendar year 2018 by the County’s Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the County’s budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Reserve 003-8006	56835 – Reserve Operating	\$25,000	
Director of Parks 003-1601	56210- Advertising		\$25,000

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. 19789 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 003 8006 56835
ACCOUNT TITLE: Park Fund
Reserve Operating
NOT TO EXCEED: \$25,000.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19789

Sponsor(s): Tony Miller

Date: March 26, 2018

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer from Park Fund Reserve Account</u></p>														
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$25,000.00</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>\$25,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td>FROM: 003-8006-56835 Reserve-Operating</td> <td>FROM ACCT: \$25,000.00</td> </tr> <tr> <td>TO: 003-1601-56210 Director's Office – Advertising</td> <td>TO ACCT: \$25,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$25,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$25,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM: 003-8006-56835 Reserve-Operating	FROM ACCT: \$25,000.00	TO: 003-1601-56210 Director's Office – Advertising	TO ACCT: \$25,000.00
Amount authorized by this legislation this fiscal year:	\$25,000.00														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$25,000.00														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number;															
FROM: 003-8006-56835 Reserve-Operating	FROM ACCT: \$25,000.00														
TO: 003-1601-56210 Director's Office – Advertising	TO ACCT: \$25,000.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date): 5062, 12/6/2017</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dianne Kimzey, Deputy Director of Enterprise Operations, 503-4825</p>														
REQUEST SUMMARY	<p>The Parks+Rec Department requests that \$25,000 be appropriated from the Parks Reserve Account to the Park Fund – Director's Office – Advertising Account for outside promotion of the Park Department's facilities and events.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS		
REVIEW	Department Director: Michele Newman, Director of Parks + Rec <i>Michele Newman</i>	Date: 3-12-18
	Finance (Budget Approval): <i>If applicable</i>	Date: 3/14/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
003-8006-56835	Parks Reserve Operating	\$25,000.00

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$141,800.00 within the 2018 Park Enterprise Fund to cover the costs of the Christmas in the Sky and Christmas in the Park events for use by the Parks + Rec Department.

RESOLUTION NO. 19790, March 26, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Park Enterprise Fund are needed to cover the costs of the Christmas in the Sky and Christmas in the Park events within the Parks + Rec Department; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Park Enterprise Fund are required to be designated for use by the Parks + Rec Department for the Christmas in the Sky and Christmas in the Park events; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Parks + Rec Department within the 2018 budget; and,

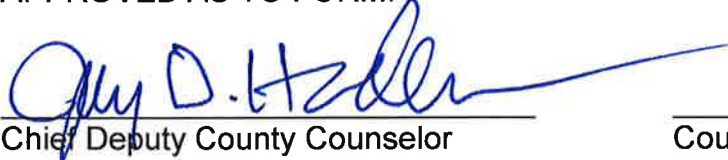

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the Parks + Rec Department budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Reserve 300-8006	56835 – Reserve Operating	\$141,800	
Special Events 300-1670	56210– Advertising		\$25,000
300-1670	56230- Printing		\$ 500
300-1670	56670- Rent- Miscellaneous		\$14,000
300-1670	56790- Other Contractual Svc		\$58,100
300-1670	56793- Catering Services		\$ 900
300-1670	57160- Food		\$ 6,500
300-1670	57190- Wearing Apparel		\$ 2,800
300-1670	57230- Other Operating Sup		\$ 9,500
300-1670	57340- Paint & Supplies		\$ 500
300-1670	57350- Lumber Wood & Sup		\$ 1,000
300-1670	57360- Electrical Supplies		\$23,000

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. 19790 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

Date Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.



ACCOUNT NUMBER: 300 8006 56835
ACCOUNT TITLE: Park Enterprise Fund
 Reserve Operating
NOT TO EXCEED: \$141,800.00

3/22/18 _____
Date Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19790
 Sponsor(s): Scott Burnett
 Date: March 26, 2018

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Transfer from Enterprise Fund Reserve Account for expenses related to Christmas in the Sky / Christmas in the Park</u>																																		
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$141,800.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$141,800.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table style="width:100%;"> <tr> <td style="width:50%;">FROM: 300-8006-56835 Reserve-Operating</td> <td style="width:50%;">FROM ACCT: \$141,800.00</td> </tr> <tr> <td>TO: 300-1670-56210 Special Events – Advertising</td> <td>TO ACCT: \$25,000.00</td> </tr> <tr> <td>300-1670-56230 Special Events – Printing</td> <td>\$500.00</td> </tr> <tr> <td>300-1670-56670 Special Events – Rent</td> <td>\$14,000.00</td> </tr> <tr> <td>Miscellaneous</td> <td></td> </tr> <tr> <td>300-1670-56790 Special Events – Other Contractual Services</td> <td>\$58,100.00</td> </tr> <tr> <td>300-1670-56793 Special Events – Catering Services</td> <td>\$900.00</td> </tr> <tr> <td>300-1670-57160 Special Events – Food</td> <td>\$6,500.00</td> </tr> <tr> <td>300-1670-57190 Special Events – Wearing Apparel</td> <td>\$2,800.00</td> </tr> <tr> <td>300-1670-57230 Special Events – Other Operating Supplies</td> <td>\$9,500.00</td> </tr> <tr> <td>300-1670-57340 Special Events – Paint & Supplies</td> <td>\$500.00</td> </tr> <tr> <td>300-1670-57350 Special Events – Lumber Wood & Supplies</td> <td>\$1,000.00</td> </tr> <tr> <td>300-1670-57360 Special Events – Electrical Supplies</td> <td>\$23,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <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:	\$141,800.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$141,800.00	Amount budgeted for this item * (including transfers):	\$	FROM: 300-8006-56835 Reserve-Operating	FROM ACCT: \$141,800.00	TO: 300-1670-56210 Special Events – Advertising	TO ACCT: \$25,000.00	300-1670-56230 Special Events – Printing	\$500.00	300-1670-56670 Special Events – Rent	\$14,000.00	Miscellaneous		300-1670-56790 Special Events – Other Contractual Services	\$58,100.00	300-1670-56793 Special Events – Catering Services	\$900.00	300-1670-57160 Special Events – Food	\$6,500.00	300-1670-57190 Special Events – Wearing Apparel	\$2,800.00	300-1670-57230 Special Events – Other Operating Supplies	\$9,500.00	300-1670-57340 Special Events – Paint & Supplies	\$500.00	300-1670-57350 Special Events – Lumber Wood & Supplies	\$1,000.00	300-1670-57360 Special Events – Electrical Supplies	\$23,000.00
Amount authorized by this legislation this fiscal year:	\$141,800.00																																		
Amount previously authorized this fiscal year:	\$																																		
Total amount authorized after this legislative action:	\$141,800.00																																		
Amount budgeted for this item * (including transfers):	\$																																		
FROM: 300-8006-56835 Reserve-Operating	FROM ACCT: \$141,800.00																																		
TO: 300-1670-56210 Special Events – Advertising	TO ACCT: \$25,000.00																																		
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300-1670-57360 Special Events – Electrical Supplies	\$23,000.00																																		
PRIOR LEGISLATION	Prior ordinances and (date): 5062, 12/6/2017; Prior resolutions and (date):																																		

CONTACT INFORMATION	RLA drafted by (name, title, & phone): Dianne Kimzey, Deputy Director of Enterprise Operations, 503-4825	
REQUEST SUMMARY	The Parks+Rec Department is requesting \$141,800.00 be appropriated from the Enterprise Fund Reserve Account to Special Events accounts for expenses related to Jackson County's Christmas in the Sky and Christmas in the Park events.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: Michele Newman, Director Parks + Rec 	Date: 3-12-18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/14/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
300-3006-6835	Enterprise-Reserve-Operating	\$141,300.00

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Department of Finance and Purchasing to issue a check in the amount of \$1,500.00 to Bridging the Gap, for sponsorship of its “Get Lost in Paradise” event, to be held March 31, 2018, in Kansas City, MO.

RESOLUTION NO. 19791, March 26, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Bridging the Gap is a non-profit organization in Kansas City, MO, dedicated to creating awareness and involvement in environment causes within our community; and,

WHEREAS, Bridging the Gap will be hosting its “Get Lost in Paradise” event, to be held March 31, 2018, and has submitted a request for sponsorship, in the amount of \$1,500.00; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity to support clean water and other environmental issues within our community; and,

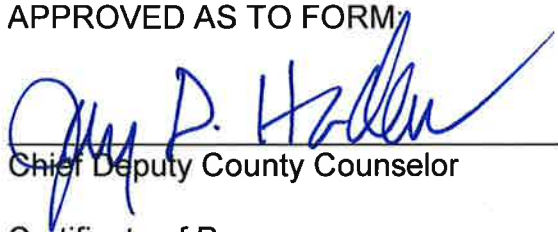
WHEREAS, in exchange for its sponsorship, Jackson County will receive advertising and recognition in the event program, website, and social media; and,

WHEREAS, said sponsorship 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 Department of Finance and Purchasing be and hereby is authorized to issue a check to Bridging the Gap, in the amount of \$1,500.00 for sponsorship of Bridging the Gap's "Get Lost in Paradise" event.

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

APPROVED AS TO FORM



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19791 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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 0112 56210
ACCOUNT TITLE: General Fund
Legislature as a Whole
Advertising
NOT TO EXCEED: \$1,500.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19791

Sponsor(s): Scott Burnett

Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Director of Finance and Purchasing to issue a check in the amount of \$1,500 to Bridging the Gap for sponsorship of it's "Get Lost In Paradise" event to be held on March 31, 2018 at the KC Marriott Downtown..</p>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="326 590 1336 810"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$1,500</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>\$1,500</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM: 001-0112-56210</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$1,500	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$1,500	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM / TO	FROM: 001-0112-56210
Amount authorized by this legislation this fiscal year:	\$1,500											
Amount previously authorized this fiscal year:	\$0											
Total amount authorized after this legislative action:	\$1,500											
Amount budgeted for this item * (including transfers):												
Source of funding (name of fund) and account code number; FROM / TO	FROM: 001-0112-56210											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 19050 1/19/2016, 19376 2/6/2017											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Cindy Wallace, Sr. Asst. Auditor – 881-3312											
REQUEST SUMMARY	Bridging the Gap is a non-profit organization in Kansas City, MO dedicated to creating awareness and involvement in environmental causes within the community. This request for funding will provide \$1,500 toward sponsorship of the "Get Lost in Paradise" event which will take place on Saturday, March 31, 2018 at the Kansas City Marriott Downtown.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS	<i>See Attachments</i>											
REVIEW	<table border="1" data-bbox="313 1633 1539 1850"> <tr> <td>Department Director: <i>Cindy Woodlark</i></td> <td>Date: <i>3/12/2018</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>[Signature]</i></td> <td>Date: <i>3/14/18</i></td> </tr> <tr> <td>If applicable</td> <td></td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: <i>Cindy Woodlark</i>	Date: <i>3/12/2018</i>	Finance (Budget Approval): <i>[Signature]</i>	Date: <i>3/14/18</i>	If applicable		Division Manager:	Date:	County Counselor's Office:	Date:
Department Director: <i>Cindy Woodlark</i>	Date: <i>3/12/2018</i>											
Finance (Budget Approval): <i>[Signature]</i>	Date: <i>3/14/18</i>											
If applicable												
Division Manager:	Date:											
County Counselor's Office:	Date:											

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: March 14, 2018

RES # 19791

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
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001	General Fund	
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0112	Legislature as a Whole	56210 Advertising	\$ 1,500
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			<u>\$ 1,500</u>
--	--	--	-----------------


Budget Officer

3/14/18

Bridging The Gap
 1427 W 9th Street, #201
 Kansas City, MO 64101 US
 816.561.1063
 beckl.derousseau@bridgingthegap.org
 www.bridgingthegap.org

Invoice



BILL TO
 Jackson County Missouri
 Legislator Scott Burnett
 Jackson County Government
 415 E. 12th Street, 2nd Floor
 Missouri
 Kansas City, MO 64106

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
091910	01/22/2018	\$1,500.00	02/21/2018	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Gala Sponsor	1	1,500.00	1,500.00
BALANCE DUE			\$1,500.00



Get Lost
in
Paradise

— a fundraising event —

Saturday, March 31

6:30 - 9:30 pm

Kansas City Marriott Downtown

cocktail attire - silent & live auctions - local libations - seated dinner

Noelle Morris, Programs Director
Email: noelle.morris@bridgingthegap.org
Office: 816-612-8704
www.bridgingthegap.org

Tax ID#: 43-1610645

Bridging The Gap SPONSOR LEVELS

PRESENTING SPONSOR

\$20,000 (only 1 available)

- Named as event underwriter
- Podium remarks by Presenting Sponsor Rep
- Logo on Red Carpet Step + Repeat backdrop
- Photo Op with Guest Speaker, TBD
- 16 tickets to gala
- 16 VIP Lounge tickets
- Press release acknowledgment + right to issue own mutually approved press release
- Back cover ad in gala program
- Logo placement in all printed and digital media

GOLD SPONSOR - \$10,000

- Photo Op with Guest Speaker, TBD
- 14 tickets to gala, includes VIP Lounge and reserved program seating
- Full page ad in gala program
- Logo placement in all printed and digital media

SILVER SPONSOR - \$5,000

- Photo Op with Guest Speaker, TBD
- 10 tickets to gala
- 10 VIP Lounge tickets
- 1/2 page ad in gala program
- Logo placement in all printed and digital media

BRONZE SPONSOR - \$2,500

- 6 tickets to gala
- 6 VIP Lounge tickets
- 1/4 page ad in gala program
- Logo placement in all printed and digital media

EVENT SPONSOR - \$1,000

- 4 tickets to gala
- Logo placement in all printed and digital media

EVENT SPONSOR - \$500

- 2 tickets to gala
- Logo placement in all printed and digital media

Per Crissy Wadsworth
3/1/16
3:45pm

Get Lost
in
Paradise



Bridging The Gap

SPONSORSHIP PLEDGE FORM

YES! I would like to sponsor Bridging The Gap's Gala at the following level (please select):

- PRESENTING SPONSOR - \$20,000
- GOLD SPONSOR - \$10,000
- SILVER SPONSOR - \$5,000
- BRONZE SPONSOR - \$2,500
- EVENT SPONSOR - \$1,000 or \$500 (please circle)

Company Name _____

Address _____

City, State, Zip _____

Contact Name _____ () _____

Email Address _____

PAYMENT

Bridging The Gap prefers to receive payment by check, but if you would rather donate using a credit card we accept Visa, Mastercard and American Express. Please go to www.bridgingthegap.org/donate/ and enter your credit card information and put "Gala" Sponsorship in the Notes Section.

Bridging The Gap is a 501(c)(3) nonprofit and your contribution to this event is tax deductible under IRS regulations.

Send completed form to:

Noelle Morris, Bridging The Gap
1427 W. 9th Street, STE 201
Kansas City, MO 64101
(816)561-1061 ext. 115
noelle.morris@bridgingthegap.org
Logos and Program Ads must be either Illustrator .ai or Illustrator .eps files

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Agreements for Environmental Services with the Cities of Blue Springs, Buckner, Grandview, Grain Valley, Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek.

RESOLUTION. 19792, March 26, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Public Works Department recommends Environmental Health Services Agreements with the Cities of Blue Springs, Buckner, Grandview, Grain Valley, Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, to provide for the inspection of food service establishments within the cities by County staff; and,

WHEREAS, such services are in accordance with provisions of chapter 70 of the County Code and section 192.300, RSMo 2016; and,

WHEREAS, the attached Agreements for Environmental Services adequately set forth the agreement and understanding of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Agreements for Environmental Services with the Cities of Blue Springs, Buckner, Grandview, Grain Valley Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, 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. 19792 of March 26, 2018 was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this _____ day of _____ 2017, by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Buckner, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.

- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.


V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.


CITY:
The City of Buckner, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 

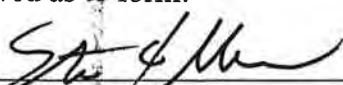
Dan Hickson
Mayor

By: _____
Frank White Jr.
Jackson County Executive

Attest: 

Rick Childers
City Clerk

Attest: _____
Mary Jo Spino
Clerk of the Legislature

Approved as to form:


Steven E. Mauer
City Attorney

Approved as to form: _____
Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 17th day of JAN. ²⁰¹⁸~~2017~~,
by and between Jackson County, Missouri hereinafter referred to as (“the county”) and
the city of Grandview, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain
environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the
Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in
accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental
Health,” as set forth by the Missouri Department of Health Rules Governing Food
Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food
service establishments in accordance with County policies and procedures within
the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice
of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food
establishments, expansion of establishments or establishments that have been
closed due to fire or damage, until the County has submitted approval of
compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under
their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by
the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

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- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grandview, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By:  _____

By: _____

Title: MAYOR

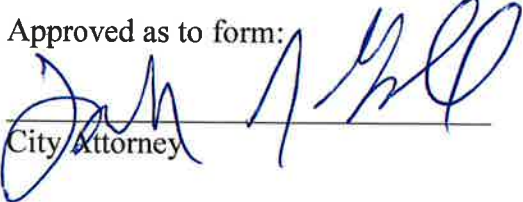
Frank White Jr.
Jackson County Executive

Attest:

City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

EXHIBIT A

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this _____ day of _____ 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Blue Springs, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
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Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

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V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.


VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Blue Springs, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 
Title: City Administrator

By: _____
Frank White Jr.
Jackson County Executive

Attest:


City Clerk

Approved as to form:


City Attorney

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 30th day of January, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Grain Valley, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

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Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
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- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
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- c. The county will provide inspection reports to the City
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IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grain Valley, Missouri

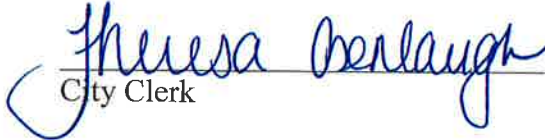
COUNTY:
Jackson County, Missouri
A Charter County

By: 

By: _____
Frank White Jr.
Jackson County Executive

Title: City Administrator

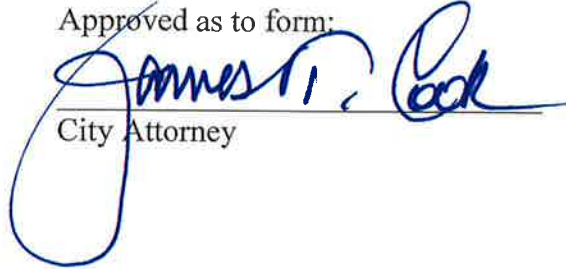
Attest:


City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:


City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grain Valley, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *R. White*
Title: *City Administrator*

By: _____
Frank White Jr.
Jackson County Executive



Attest:
Theresa Osenlaugh
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:
James R. Boh
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 30th day of January, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Grain Valley, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

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By Agreement:

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DEB SEES

(816) 847-7070
Fax: (816) 881-1650

ENVIRONMENTAL HEALTH ADMINISTRATOR

Jackson County Environmental Health Division
34900 East Old US 40 Highway
Grain Valley, Missouri 64029
jacksongov.org

September 19, 2017

City of Lake Lotawana
100 Lake Lotawana Dr.
Lake Lotawana, MO 64086

Ms. Watkins,

In our efforts to protect the public Jackson County Environmental Health, along with several Parks and Rec departments created an aquatic venues inspection program. When we started this journey in 2016 we mailed out letters about the proposed ordinance and the need to update the Agreement for Environmental Services. Our ordinance was adopted by the Legislature in August, 2017. Enclosed with this letter is the new Agreement for Environmental Services. Please have the document signed and returned to our office at:

Jackson County Environmental Health
34900 East Old 40 Hwy
P.O. Box 160
Grain Valley, MO 64029

If you have any questions feel free to contact me. As always, we enjoy the working relationship we have with the city.

Thank you,

Environmental Health Administrator

RESOLUTION 17-19

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 17 day of OCTOBER 2017, by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Lake Lotawana, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

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Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

III. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

IV. PREVIOUS AGREEMENTS:


Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

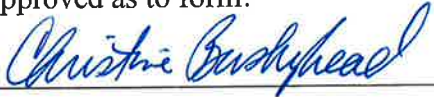
CITY:
The City of Lake Lotawana, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

ALDERMEN
BYRNE - AYE GRAHAM - AYE
TILLEMA - AYE RASMUSSEN - AYE
CARLSON - AYE MANESS - AYE

By: 
Title: MAYOR

Attest: 
City Clerk

Approved as to form: 
City Attorney

By: _____
Frank White Jr.
Jackson County Executive

Attest: _____
Mary Jo Spino
Clerk of the Legislature

Approved as to form: _____
Jay Haden
Jackson County Counselor





LEE'S SUMMIT

**LAW DEPARTMENT
OFFICE OF THE CITY ATTORNEY**

January 17, 2018

Ms. Deb Sees
Environmental Health Administrator
Jackson County Environmental Health
34900 E. Old 40 Hwy
P.O. Box 160
Grain Valley MO 64029

Dear Ms. Sees,

Please find enclosed two original agreements for Environmental Services by and between Jackson County, Missouri and the City of Lee's Summit.

Please sign both originals and send one back to me in the self-addressed, stamped envelope and keep one for your files.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Brian Head', with a large, stylized flourish at the end.

Brian Head
City Attorney

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 22nd day of December 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Lee’s Summit, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

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Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

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 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

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- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
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III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 

By: _____
Frank White Jr.

Title: Mayor

Jackson County Executive

Attest:

Lusia Fowler Arcuri
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Brian O'Dea
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

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WITNESSETH:

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By Agreement:

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CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 

By: _____
Frank White Jr.

Title: Mayer

Jackson County Executive

Attest:

Attest:

Justia Fawcett Arcini
City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Approved as to form:

[Signature]
City Attorney

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

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VI. PREVIOUS AGREEMENTS:

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *Randall L. Frazier*

By: _____
Frank White Jr.

Title: Mayer

Jackson County Executive

Attest:

Attest:

Justia Fader Arcini
City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Approved as to form:

[Signature]
City Attorney

Jay Haden
Jackson County Counselor



DEB SEES

(816) 847-7070
Fax: (816) 881-1650

ENVIRONMENTAL HEALTH ADMINISTRATOR

Jackson County Environmental Health Division
34900 East Old US 40 Highway
Grain Valley, Missouri 64029
jacksongov.org

September 19, 2017

City of Lone Jack
207 N. Bynum
Lone Jack, MO 64070

Ms. Smith,

In our efforts to protect the public Jackson County Environmental Health, along with several Parks and Rec departments created an aquatic venues inspection program. When we started this journey in 2016 we mailed out letters about the proposed ordinance and the need to update the Agreement for Environmental Services. Our ordinance was adopted by the Legislature in August, 2017. Enclosed with this letter is the new Agreement for Environmental Services. Please have the document signed and returned to our office at:

Jackson County Environmental Health
34900 East Old 40 Hwy
P.O. Box 160
Grain Valley, MO 64029

If you have any questions feel free to contact me. As always, we enjoy the working relationship we have with the city.

Thank you,

Environmental Health Administrator

Frank White, Jr., County Executive

A0

BILL NO: 18-831

COPY

ORDINANCE NO: 581

AN ORDINANCE APPROVING AN AGREEMENT FOR ENVIRONMENTAL SERVICES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF LONE JACK, MISSOURI, as follows:

Section 1. That the Board of Aldermen approves the Agreement for Environmental Services, a copy of which is attached hereto, between the City of Lone Jack and Jackson County, Missouri, and further authorizes the Mayor to execute the same on behalf of the City of Lone Jack.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, PASSED AND APPROVED by a majority of the Board of Aldermen and APPROVED by the Mayor of the City of Lone Jack, Missouri, this 15 day of February, 2018.



Doug Martin, Mayor

ATTEST:


Shannon Carmack, City Clerk

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 15 day of February 20118 by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Lone Jack, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

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V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lone Jack, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 
Title: MAYOR


By: _____
Frank White Jr.
Jackson County Executive

Attest:

City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

BILL NO. 18-01

ORDINANCE NO. 1893

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND JACKSON COUNTY, MISSOURI, FOR ENVIRONMENTAL SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Jackson County, Missouri (the "County") through its Health Department and Public Works Department provides certain environmental services to cities in the County including food service permits and inspections, individual on-site wastewater disposal permits and inspections, hotel and motel sanitation inspections, and aquatic venue permits and inspections; and

WHEREAS, in order to receive said services, it is necessary for the City to enter into an Agreement with the County; and

WHEREAS, the City is authorized to enter into cooperative agreements with other governmental entities pursuant to Sections 70.210 to 70.320 RSMo; and

WHEREAS, Section 70.230 RSMo provides that the City may enter into such cooperative agreements by ordinance duly enacted.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Agreement For Environmental Services Between the the City of Oak Grove, Missouri, and Jackson County, Missouri, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor and the City Clerk are authorized to execute said Agreement on behalf of the City of Oak Grove, Missouri.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed by the Board of Aldermen of the City of Oak Grove, Missouri, this 16th day of January, 2018.

CITY OF OAK GROVE



Mayor

(Seal)

ATTEST:



City Clerk

APPROVED THIS 16th DAY OF January, 2018.



Mayor

(Seal)

ATTEST:



City Clerk

Exhibit A

AGREEMENT FOR ENVIRONMENTAL SERVICES

[see attached]

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 16th day of January 2017,⁸ by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Oak Grove, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
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- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Oak Grove, Missouri

COUNTY:
Jackson County, Missouri
A Charter County.

By: Jeremy Martin

Title: Mayor

Attest:

Cathy Smith

City Clerk

Approved as to form:

City Attorney

By: _____

Frank White Jr.
Jackson County Executive

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR ENVIRONMENTAL SERVICES BY AND BETWEEN JACKSON COUNTY, MISSOURI AND THE CITY OF RAYTOWN

WHEREAS, Jackson County Missouri (the "County") has provided and desires to continue to provide certain environmental and animal control services to the City of Raytown (the "City"); and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of Section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF INTERGOVERNMENTAL AGREEMENT. That the agreement for environmental services, by and between Jackson County, Missouri and the City of Raytown, Missouri, attached hereto and incorporated herein, is hereby authorized and approved.

SECTION 2 – AUTHORITY TO EXECUTE. The City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

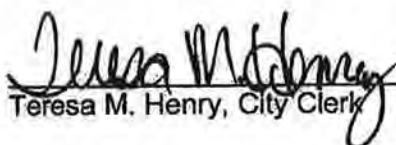
SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 6th day of March, 2018.


Michael McDonough, Mayor

Approved as to Form:

ATTEST:


Teresa M. Henry, City Clerk


Joe Willerth, City Attorney

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 6th day Of March, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Raytown, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
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- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
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II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
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 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
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- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
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IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

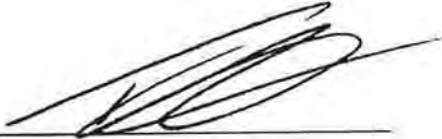
V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Raytown, Missouri

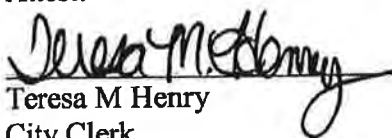
COUNTY:
Jackson County, Missouri
A Charter County

By: 
Tom Cole

By: _____
Frank White Jr.

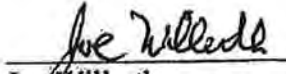
Title: City Administrator

Jackson County Executive

Attest:

Teresa M Henry
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Joe Willerth
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 6th day Of March, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Raytown, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

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City of Sugar Creek

103 South Sterling – Sugar Creek, Missouri 64054

January 9, 2018

Jackson County Environmental Health
34900 East Old 40 Hwy.
PO Box 160
Grain Valley, MO 64029

Deb Sees,

Please find attached a copy of Ordinance No. 4115 for your records as well as two (2) original agreements to provide Environmental Services for the City of Sugar Creek, Missouri. Please note that the first set of originals and copy of Ordinance was sent to Jackson County Environmental Health on October 13, 2017.

The agreements have been signed by Ron Martinovich, City Administrator. Please have both agreements executed and return one fully executed original agreement to me for the City of Sugar Creek records. If you have questions please contact me at (816) 252-4400 ext. 1128 or e-mail jdickerson@sugar-creek.mo.us

Sincerely,

A handwritten signature in blue ink that reads "Jana J. Olivarez-Dickerson". The signature is fluid and cursive, with the first name "Jana" being particularly prominent.

Jana J. Olivarez-Dickerson, City Clerk

cc. Ron Martinovich, City Administrator


BILL NO. 10-77-17
ORDINANCE NO. 4115

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SUGAR CREEK, MISSOURI, AND JACKSON COUNTY MISSOURI TO PROVIDE ENVIRONMENTAL SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF SUGAR CREEK, MISSOURI AS FOLLOWS:

Section 1. That an agreement between the City of Sugar Creek, Missouri, and Jackson County, Missouri to provide certain environmental services, a copy of which is attached hereto and incorporated by reference herein, is hereby approved and the City Administrator is authorized to execute the agreement on behalf of the City.

Passed by the Board of Aldermen this 9th day of October, 2017


Michael Larson, President of the Board

Approved this 9th day of October, 2017


Michael Larson, Mayor

Attest:


Jana J. Olivarez-Dickerson, City Clerk

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 9th day of October, 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Sugar Creek, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

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by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

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- e. The County retains all associated processing fees.

By Agreement:

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Sugar Creek, Missouri

By: 

Title: City Administrator

Attest:

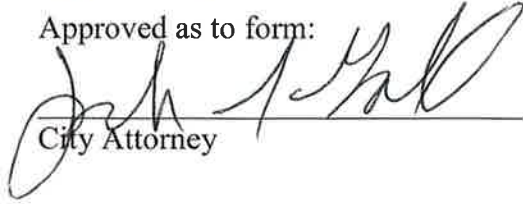
COUNTY:
Jackson County, Missouri
A Charter County

By: _____
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Jackson County Executive

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Approved as to form:


City Attorney

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Sugar Creek, Missouri

By: 

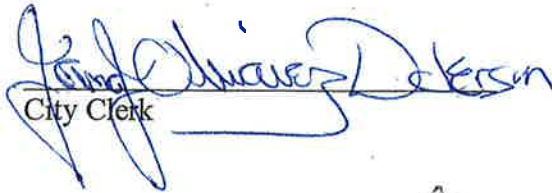
Title: City Administrator

Attest:

COUNTY:
Jackson County, Missouri
A Charter County

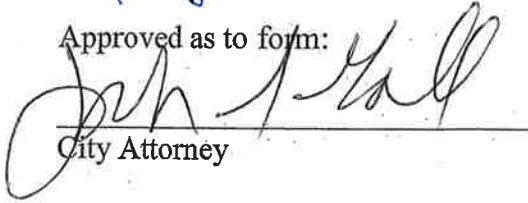
By: _____
Frank White Jr.
Jackson County Executive

Attest:


City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:


City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor




REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19792

Sponsor(s): Greg Grounds

Date: March 26, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title; <u>Environmental Services Agreements</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 541 1201 762"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution # 10200 3/3/94</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator 847-7070</p>										
<p>REQUEST SUMMARY</p>	<p>The Agreement for Environmental Services has been updated and signed by the cities to include the aquatic venue inspection program. We are requesting the County Executive, Clerk of the Legislature and the Jackson County Counselor sign the agreements .</p>										
<p>CLEARANCE</p>	<p><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)</p>										
<p>ATTACHMENTS</p>	<p>Agreements for Blue Springs, Buckner, Grandview, Grain Valley, Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek</p>										
<p>REVIEW</p>	<table border="1" data-bbox="321 1875 1534 1955"> <tr> <td>Department Director: </td> <td>Date: 3.14.18</td> </tr> <tr> <td>Finance (Budget Approval):</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 3.14.18	Finance (Budget Approval):	Date:						
Department Director: 	Date: 3.14.18										
Finance (Budget Approval):	Date:										

<i>If applicable</i>		
Division Manager:		Date:
County Counselor's Office:		Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION rescinding Resolution 19749, dated February 26, 2018, and authorizing the Chair of the Legislature to execute an Addendum to the Agreement with Williams & Campo, P.C., of Lee's Summit, MO, to serve as Legal Advisor to the Jackson County Legislature, at an additional cost to the County not to exceed \$50,000.00.

RESOLUTION NO. 19793, March 26, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 19749 dated February 26, 2018, the Legislature did authorize an Addendum to the Agreement with Paul Campo of Williams & Campo, P.C., of Lee's Summit, MO, for services as Legal Advisor to the Legislature; and,

WHEREAS, upon review, it appears that certain fiscal information contained in that Resolution was inaccurate, such that the Resolution should be rescinded and replaced; and,

WHEREAS, the Chair of the Legislature recommends an Addendum to the Agreement with Williams & Campo, P.C., increasing the total amount currently authorized by the sum of \$50,000.00, for a new total not to exceed cost of \$75,000.00; now therefore,

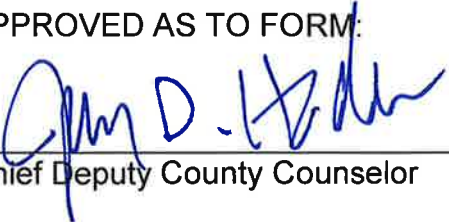
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chair of the Legislature be and hereby is authorized to execute the attached Addendum to the Agreement with Williams & Campo, P.C., for the position of Legal Advisor at a cost to the County not to exceed \$50,000;and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement and Addendum thereto; and,

BE IT FURTHER RESOLVED that Resolution 19749, dated February 26, 2018, be and hereby is rescinded.

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. 19793 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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 0112 56020
ACCOUNT TITLE: General Fund
Legislature as a Whole
Legal Services

NOT TO EXCEED: \$50,000.00

3/22/18

Date



Chief Administrative Officer

ADDENDUM TO
LEGAL SERVICES AGREEMENT

THIS ADDENDUM made this ____ day of _____, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "County" and **WILLIAMS & CAMPO, P.C.**, 400 SW Longview Boulevard, #210, Lee's Summit, MO 64081, hereinafter called "Legal Advisor."

WITNESSETH:

WHEREAS, Legal Advisor and County entered into an Agreement dated January 9, 2018, whereunder Legal Advisor agreed to serve as legal advisor to the County Legislature pursuant to section 290 of the Jackson Code; at a cost to the County not exceed \$25,000.00;and,

WHEREAS, the parties now desire to increase the total amount payable under the Agreement; and,

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

1. Except as expressly provided herein, all provisions of the Legal Services Agreement between Legal Advisor and County, dated January 9, 2018, shall remain in full force and effect.

2. The maximum sum to be paid by County to Legal Advisor shall be increased by the amount of \$50,000.00; and,

3. This Agreement shall be effective as of January 8, 2018, and continue through

December 31, 2018.

4. This Addendum to Agreement, together with the Agreement dated January 9, 2018, incorporates the entire understanding and agreement of the parties.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____
W. Stephen Nixon
County Counselor

By _____
Frank White, Jr.
County Executive

JACKSON COUNTY DRUG TASK
FORCE

By _____
Chair

ATTEST:

WILLIAMS & CAMPO, P.C.

Mary Jo Spino
Clerk of the County Legislature

By _____
Federal Tax ID No. 72-1604826

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$50,000.00 which is hereby authorized.

Date

Chief Administrative Officer
Account No. 001-0112-56020

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$81,368.00 within the 2018 Health Fund to cover the cost of permitting and inspection requirements for the aquatic venue program within the Public Works Department.

RESOLUTION NO. 19794, March 26, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Health Fund are needed to cover the cost of permitting and inspection requirements for the aquatic venue program; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Health Fund are required to be designated for use by the Environmental Health Division of the Public Works Department for permitting and inspection requirements for the aquatic venue program; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Public Works Department within the 2018 budget; and,

WHEREAS the County Legislature agrees that funds described in this Resolution should be made available for such use by posting to a certain budget line item in the Public Works Department budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure within the 2018 Budget, be and hereby are authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Reserve- Operating 002-8006	56835 – Reserve Operating	\$81,368	
Environmental Health 002-1503	55010– Regular Salaries		\$66,761
002-1503	55040- FICA Taxes		\$ 5,107
002-1503	55050- Pension Contribution		\$ 9,500

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. 19794 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 002 8006 56835
ACCOUNT TITLE: Health Fund
Reserve Operating
NOT TO EXCEED: \$81,368.00

3/22/18
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION


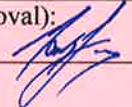
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19794

Sponsor(s): Greg Grounds

Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Request the transfer of funds from the Reserve Operating account to the Environmental Health Division of Public Works for the purpose of funding the remainder of the 2017 Aquatic Venue program.</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>\$81,368</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>\$81,368</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$81,368</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number; FROM / TO</td> </tr> <tr> <td>From Account 8006-6835</td> <td>\$81,368</td> </tr> <tr> <td>To Account 002-1503-55010</td> <td>\$66,761</td> </tr> <tr> <td>002-1503-55040</td> <td>\$5,107</td> </tr> <tr> <td>002-1503-55050</td> <td>\$9,500</td> </tr> </table>	Amount authorized by this legislation this fiscal year:	\$81,368	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$81,368	Amount budgeted for this item * (including transfers):	\$81,368	Source of funding (name of fund) and account code number; FROM / TO		From Account 8006-6835	\$81,368	To Account 002-1503-55010	\$66,761	002-1503-55040	\$5,107	002-1503-55050	\$9,500
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002-1503-55040	\$5,107																		
002-1503-55050	\$9,500																		
	<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>																		
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ord. 5008, 9/5/2017; 5062, 12/6/2017; Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator</p>																		
REQUEST SUMMARY	<p>The Environmental Health Division of Public Works would like to request the transfer of \$81,368 into the above listed accounts. This transfer allows the division to fulfill the revised requirements in Chapter 40 of the Jackson County Code, namely the addition of Aquatic Venue Standards, permitting, and inspection requirements. Similar to other Environmental Health services, these internal Aquatic Venue costs incurred will be offset by permitting service fees.</p>																		

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	None	
REVIEW	Department Director: 	Date: 3.14.18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/19/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Amendment to the Declaration of Covenants for the Trinity Woods Real Estate Development related to the County's Little Blue Trace Park.

RESOLUTION. 19795, March 26, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, Trinity Woods Real Estate Development is a development under construction along the south side of Interstate 70 at Little Blue Parkway in Independence; and,

WHEREAS, in 2009 the County and the developer exchanged two small parcels of park property needed to add access roads to the development; and,

WHEREAS, the exchange followed the federal 6(f) conversion protocol for land purchased with Land and Water Conservation funds and Jackson County was authorized to proceed with the property swap; and,

WHEREAS, the replacement property that the County received in exchange was previously part of a larger development tract which carried a Declaration of Easements, Covenants, and Conditions that governed the development of the land; and,

WHEREAS, the Lane4 Property Group purchased the undeveloped portion of The Trinity Woods and it desires to amend the Declaration prior to the purchase, in order to allow a different use; and,

WHEREAS, the County is listed as the owner of the two small replacement parcels that were included in the Declaration; and,

WHEREAS, in order to amend the Declaration all owners of property governed by the existing Declaration, including the County, must sign the Amendment of the Declaration; and,

WHEREAS, Lane4 Property Group is requesting that Jackson County sign the amended Declaration; and,

WHEREAS, execution of the Amendment will have no negative effect on the County's use of its park property; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to sign the attached Amendment to the Declaration and any other related documents concerning the above-described property, 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. 19795 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino Clerk of Legislature

Bruce M. Wilke

From: Weston Buckley <wbuckley@lane4group.com>
Sent: Thursday, March 8, 2018 11:46 AM
To: Bruce M. Wilke
Cc: Owen Buckley
Subject: Trinity Woods Declaration Amendment - Independence, MO
Attachments: Trinity Woods Parcels Owned by Jackson County.pdf; Jackson County - Declaration Amendment FINAL FOR SIGNATURE.pdf; Trinity Woods Declaration Map.pdf; Declaration - Trinity Woods - 2007E0077445.pdf

Bruce,

Good talking to you yesterday afternoon about the 58 acres of ground at "Trinity Woods" that LANE4 is planning to purchase in Independence. The ground is located off the Little Blue Parkway Exit from I-70 in Independence, MO, near Children's Mercy East.

As mentioned, we are looking forward to bringing some new activity to this area, but we have run into an issue with an existing Declaration that covers the land. We are seeking to amend said Declaration to allow (1) multifamily and (2) sports facilities. We see these as two high quality uses that would bring traffic and activity to the area. All other restrictions on the ground will remain in place.

Amending the Declaration requires the signatures of all property owners, and Jackson County owns a couple of small slivers of land near the railroad tracks on the East side of the "Trinity Woods" ground. The parcels are shown on the attached map titled "Trinity Woods Parcels Owned by Jackson County," and the parcel IDs are as follows:

Parcel ID: 34-610-05-08-00-0-00-000
 Parcel ID: 34-610-05-99-02-0-00-000

For your review and signature on behalf of the County, I have also attached the Declaration Amendment to this email. LANE4 is required to get this document fully signed before moving ahead with the purchase. For your reference, I have attached the underlying recorded Declaration that is being altered, and a map that shows the "Trinity Woods" area referenced in the Declaration. We are working with several adjacent property owners to get this document signed, but for simplicity's sake, I have only included the signature page for the County.

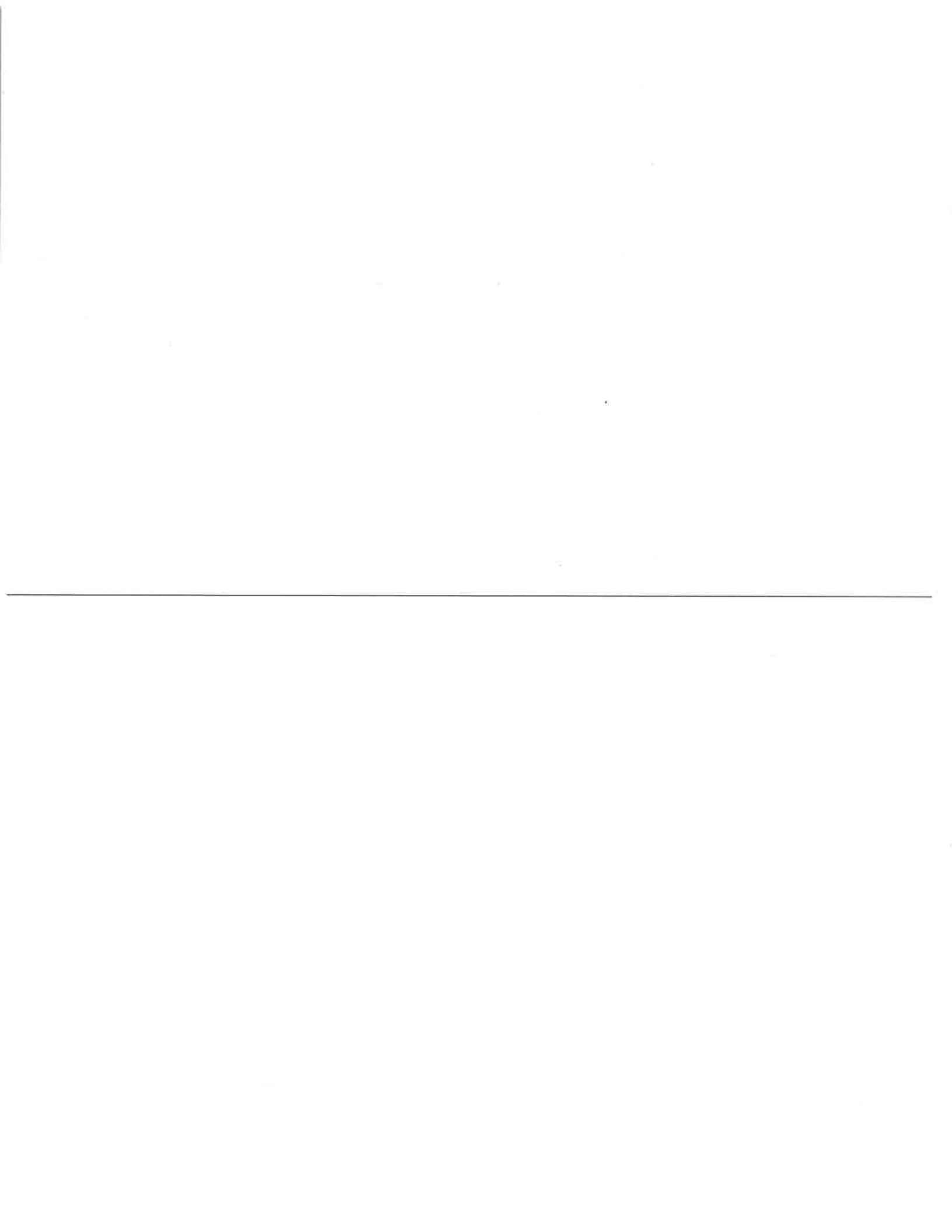
If you can sign/notarize the signature page on page 5 of the attached Declaration Amendment, and send back an original, we would greatly appreciate it. You can mail it to me at my address on the signature block below, or just let me know when it has been signed and I will stop by to pick it up from you.

Thanks for your assistance with this. We are running up against a short timeline on our purchase contract and greatly appreciate it if we can get this wrapped up as soon as possible. Call me anytime if I can answer any questions.

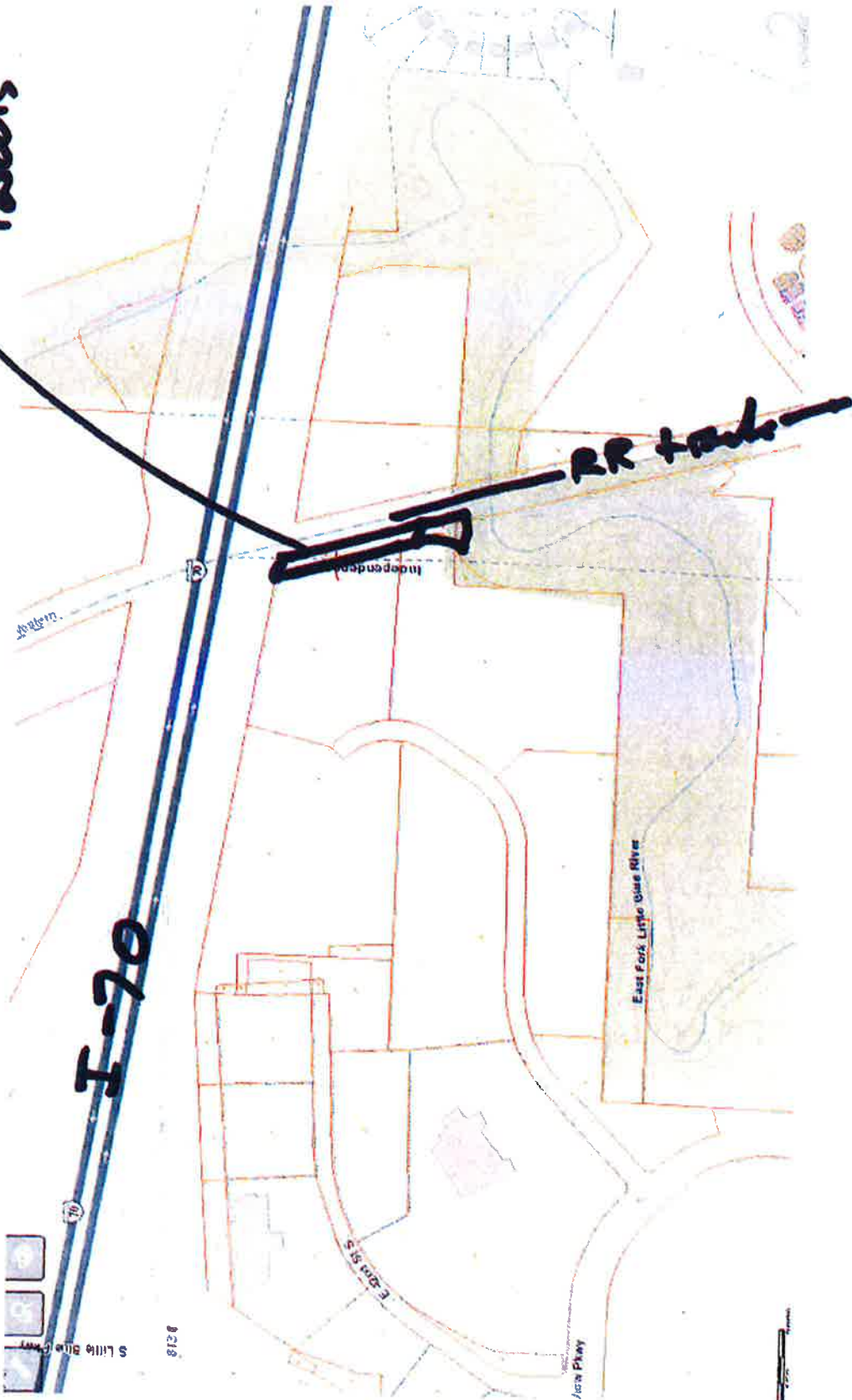
Thanks,

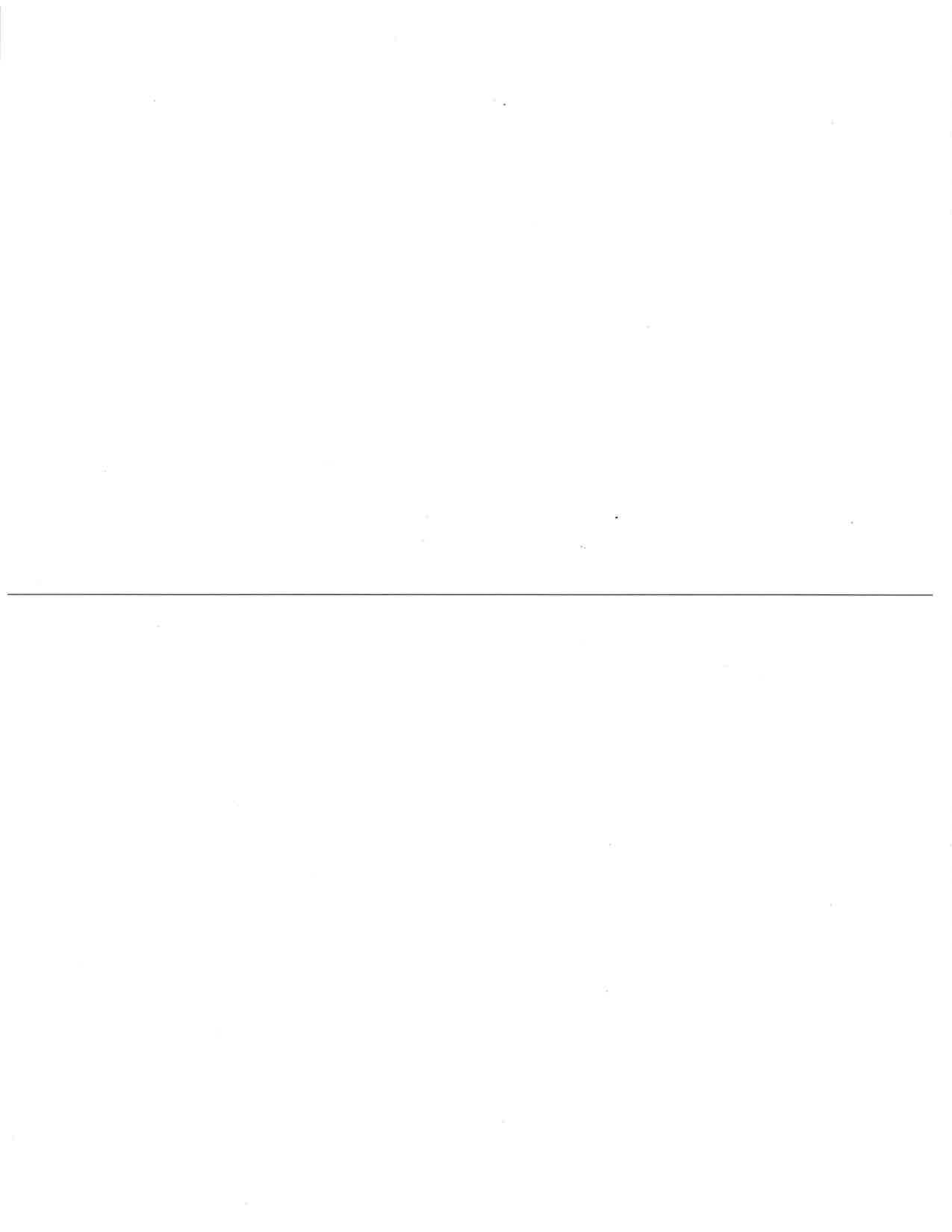
Weston Buckley

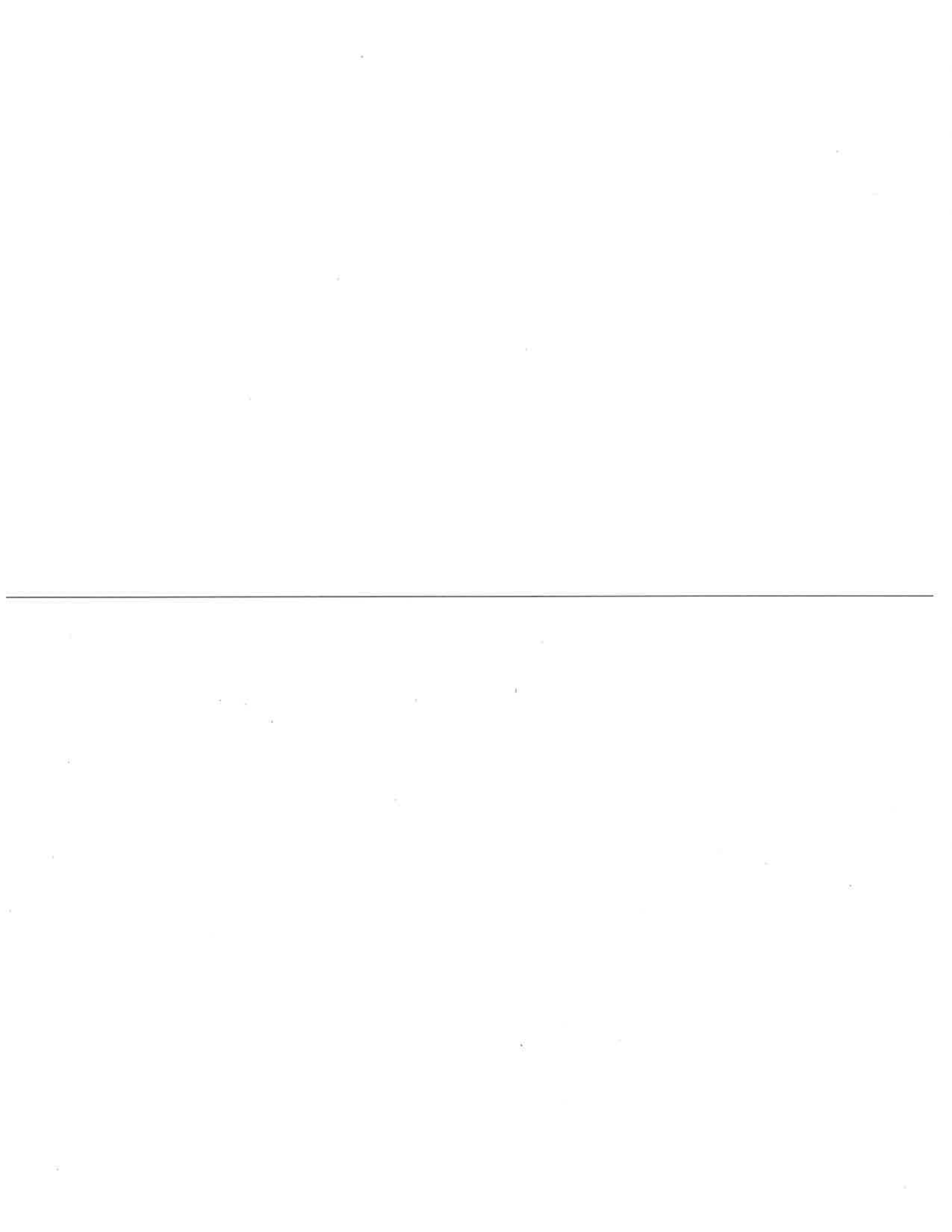
LANE4 Property Group, Inc.
 4705 Central Street
 Kansas City, MO 64112
 D: (816) 268-9102
 C: (816) 769-1320
 F: (816) 960-1441
 wbuckley@lane4group.com
www.lane4group.com



Jackson County Parcels







(Space above reserved for the Register of Deeds' recording information)

Title of Document: First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions

Date of Document: _____, 2018

Grantor #1 Name and Address: Trinity Property, LLC
7500 West 95th Street, Overland Park, KS 66212

Grantor #2 Name and Address: 7500 Service Corp.
7500 West 95th Street, Overland Park, KS 66212

Grantor #3 Name and Address: Independence Health Retreat, LLC
3815 River Crossing Pkwy, Suite 100, Indianapolis, IN 46240

Grantor #4 Name and Address: Cedarhurst of Blue Springs R/E, LLC
120 S Central Ave, Ste 1050, Clayton, MO 63105

Grantor #5 Name and Address: JWD Properties, LLC
PO Box 22845, Oklahoma City, OK 73123

Grantor #6 Name and Address: 4220 Property, LLC
5800 NW Prairie View Rd., Kansas City, MO 64151

Grantor #7 Name and Address: Independence MP, LLC
1910 8th Ave. NE., Aberdeen, SD 57401

Grantor #8 Name and Address: Rule Properties #2, LLC
3820 NW 52nd St., Kansas City, MO 64150

Grantor #9 Name and Address: Drury Partnership 2010 LLLP
721 Emerson Rd. Suite 200, St. Louis, MO 63141

Grantor #10 Name and Address: The Children's Mercy Hospital
2401 Gillham Rd. Kansas City, MO 64108

Grantor #11 Name and Address: First Baptist Church of Blue Springs
4500 Little Blue Parkway, Independence, MO 64057

Grantor #12 Name and Address: Jackson County, Missouri
415 East 12th Street, Kansas City, MO 64106

Grantee's Name and Address: Same as Grantors above

Legal Description: See **Exhibit A** Attached Hereto

References: Instrument Number 2007E0077445

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (this “**Amendment**”) is entered into as of _____, 2018, by and between TRINITY PROPERTY, LLC, a Kansas limited liability company (“**Trinity**” or “**Declarant**”), and the undersigned Owners who constitute all of the owners of the Property who are not also a Declarant.

RECITALS:

A. The Declaration of Covenants, Conditions, Easements and Restrictions dated January 1, 2007, was recorded with the Jackson County, Missouri Recorder of Deed’s Office as Instrument Number 2007E0077445 on June 12, 2007 (the “**Declaration**”), concerning the property legally described on **Exhibit A**.

B. Pursuant to Section 10.13 of the Declaration, the Declaration may be amended by the Declarant and all of the Owners.

C. Declarant and the Owners desire to amend the restrictions on land use and building type on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the Owners hereby change, amend or otherwise modify the Declaration as follows:

1. **Recitals; Capitalized Terms**. The foregoing Recitals are incorporated by reference as if fully restated herein. All capitalized terms not otherwise defined in this Amendment shall have the meanings given to such terms in the Declaration.

2. **Land Use and Building Type**. Section 4.1 of the Declaration is hereby deleted in its entirety and replaced with the following (underline shows added language, strike through shows deleted language):

“Section 4.1. Land Use and Building Type. All Buildings or other Improvements on the Property may be used only for: retail, commercial, office, restaurant, multi-family and other multi-unit housing, sporting facilities, venues, and events of all kinds (e.g., basketball courts, soccer fields, baseball fields, trampoline parks, bowling, tennis, pickleball, retail sporting goods, fitness centers, etc.), and/or hotel/lodging purposes. Examples of uses that are specifically prohibited include, but are not limited to, the following:

(a) Undesirable entertainment or recreational facilities (e.g., skating rink, amusement park, carnival, massage parlor, discotheque, dance hall, teen club, night club, bar or tavern or other social encounter club, flea market, head shop, pornographic or “adult” store);

(b) Assembling, manufacturing, industrial, processing, rendering, distilling, refining, smelting, agriculture, or moving operations;

(c) Any used automobile sales facility, "second hand" store, pawn shop, Army, Navy or government "surplus" store;

(d) ~~Any sporting event or other sports facility (which does not include a retail sporting goods store or fitness center)~~ Any agricultural use;

(e) Any use, handling, generation, storage, release, disposal or transportation of hazardous materials (including, but not limited to, underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any other hazardous or toxic substances, pollutants, contaminants, wastes or materials), on, about or under the Property, except in the ordinary course of its business (e.g. a gas station or electric charging station) and in compliance with all environmental laws, rules or regulations respecting hazardous materials, and all present or future amendments thereto; or

(f) Any noxious or illegal purpose, or any purpose that presents a danger to the health, safety, or welfare of the public, or for any dumping, incineration or commercial disposal of garbage."

3. **Architectural Requirements and Standards.** Section 5.1 of the Declaration where it references the Development as a "high-quality mixed-use commercial development" is hereby amended to delete the word "commercial."

4. **Full Force and Effect.** Except as expressly modified by this Amendment, all of the terms and provisions of the Declaration shall remain unmodified and in full force and effect. To the extent that any terms or provisions of the Declaration are inconsistent with the terms or provisions set forth in this Amendment, such terms and provisions shall be deemed superseded by this Amendment to the extent of such inconsistency.

5. **Covenants Run With the Land.** The covenants and agreements set forth in this Amendment shall run with the land and shall be binding upon and inure to the benefit of the Owners, and their respective successors, heirs, and assigns.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A
LEGAL DESCRIPTION

Tract 1

A tract of land situated in the south half of the northwest quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson county, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road) and west of Heartland Avenue (formerly Heartland Road), being more particularly described as follows:

Beginning at the southwest corner of said quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 (Deed 726.52 feet) feet to the true point of beginning, said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 848.10 feet to the westerly right of way line of Heartland Avenue as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document 1999I0021208; thence S 31°31'28"E along said right of way line a distance of 151.17 feet; thence S 34°23'13"E (Deed S 34°21'57"E) along said right of way line a distance of 100.12 feet to a point on the westerly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence S 31°31'28"E (Deed S 31°34'02"E) along said right of way line a distance of 152.92 feet to the p.c. of a curve to the right having a radius of 275.0 feet; thence along said curve and right of way line a distance of 76.51 feet (Deed 76.79 feet) to the p.t. of said curve; thence S 15°35'01"E (Deed S 15°34'02"E) a distance of 64.87 feet (Deed 68.81 feet) to a point on the northerly right of way line of Valley View Road; thence southwesterly along said right of way line on a curve to the left having an initial tangent bearing of S 70°06'36"W (Deed S 70°07'36"W), a radius of 332.94 feet, and a distance of 14.83 feet to a point on the south line of said quarter section; thence N 87°55'57"W (Deed N 87°54'57"W) along said south line a distance of 972.54 feet (Deed 967.61 feet) to the point of beginning.

Tract 2

A tract of land situated in the south half of the northwest quarter and in the south half of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road), east of Heartland Avenue (formerly Heartland Road), west of Valley View Parkway, north of Valley View Road and south of Crackerneck road, being more particularly described as follows:

Beginning at the southwest corner of said Northwest quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 feet (Deed 726.52 feet) said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way, Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 908.10 feet to the true point of beginning, said point being on the easterly right of way line of Heartland Avenue as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence N 58°26'26"E (Deed N 58°23'52"E) along said southeast right of way line a distance of 874.10 feet to a point on the westerly line of Valley View Parkway as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence S 76°33'34"E along last said right of way line a distance of 35.35 feet; thence S 31°33'34"E along said right of way line a distance of 490.00 feet; thence N 58°26'26"E continuing along said right of way line a distance of 60.00 feet; thence N 31°33'34"W continuing along said right of way line a distance of 65.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southerly right of way line of Crackerneck Road as described in last said documents; thence N 58°26'26"E continuing along said right of way line a distance of 222.82 feet to the p.c. of a curve to the right having a radius of 375.00 feet; thence along said curve and right of way line a distance of 196.35 feet to the p.t. of said curve; thence N 88°26'26"E continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 275.00 feet; thence along said curve and right of way line a distance of 414.80 feet to the p.t. of said curve; thence N 02°01'02"E continuing along said right of way line a distance of 126.57 feet; thence N 47°01'02"E continuing along said right of way line a distance of 35.36 feet; thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence

N 02°01'02"E continuing along said right of way line a distance of 20.77 feet (Deed 20.00 feet) to a point on the north line of the southwest quarter of the northeast quarter of said section; thence S 87°51'03"E along said north line a distance of 709.61 feet to the northwest corner of the southeast quarter of the northeast quarter of said section; thence S 87°51'03"E along the north line of last said quarter quarter section a distance of 1034.11 feet to a point on the westerly right of way line of the Chicago & Alton Railroad Company; thence S 13°58'05"E along said railroad right of way line a distance of 104.09 feet to a point that is 100.00 south of last said north line; thence N 87°51'03"W along a line that is 100.00 feet south of and parallel with said north line a distance of 198.70 feet to a point that is 450.00 feet west of the east line of last said quarter quarter; thence S 02°34'36"W along a line that is 450.00 feet west of and parallel with last said east line a distance of 450.55 feet to a point that is 770.00 feet north of the south line of said northeast quarter; thence N 88°02'47"W along a line that is 770.00 feet north of and parallel with last said south line a distance of 1363.25 feet to a point that is 500.00 feet west of the east line of the southwest quarter of the northeast quarter of said section; thence S 02°23'08"W along a line that is 500.00 feet west of and parallel with last said east line a distance of 770.02 feet to a point on the south line of last said quarter quarter section; thence N 88°02'47"W along last said south line a distance of 54.41 feet to a point on the northerly right of way line of Valley View Road; thence westerly along said right of way line on a curve to the left having an initial tangent bearing of N 62°03'32"W, a radius of 605.00 feet and a distance of 251.29 feet to the p.t. of said curve; thence N 85°51'24"W along last said right of way line a distance of 37.06 feet to the p.c. of a curve to the left having a radius of 2280.00 feet; thence continuing along said curve and right of way line a distance of 309.16 feet to the p.t. of said curve; thence S 86°22'27"W continuing along said right of way line a distance of 67.34 feet; thence S 84°50'02"W continuing along said right of way line a distance of 132.33 feet to a point that is 30.00 feet north and 30.00 feet west of the southeast corner of the northwest quarter of said section; thence N 87°55'57"W (Deed N 87°54'57"W) continuing along said right of way line a distance of 773.81 feet (Deed 773.80 feet) to the p.c. of a curve to the left having a radius of 332.94 feet; thence along said curve and right of way line a distance of 77.55 feet to a point on the easterly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence N 15°35'01"W (Deed N 15°34'32"W) along last said right of way line a distance of 64.87 feet (Deed 68.61 feet) to the p.c. of a curve to the left having a radius of 325.00 feet; thence along said curve and right of way line a distance of 90.42 feet (Deed 90.76 feet) to the p.t. of said curve; thence N 31°31'28"W (Deed N 31°34'02"W) continuing along said right of way line a distance of 152.91 feet to a point on the easterly right of way line of said Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence N 28°39'44"W along said right of way line a distance of 100.13 feet; thence N 31°31'28"W continuing along said right of way line a distance of 151.21 feet to the true point of beginning.

Tract 3

A tract of land situated in the southeast quarter of the northwest quarter and in the southwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section; thence S 87°51'03"E along the north line of said quarter quarter a distance of 40.00 feet to the true point of beginning; thence S 87°51'03"E continuing along said north line a distance of 365.45 feet to a point on the right of way line of Crackerneck Road and Valley View Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence S 02°01'02"W along said right of way line a distance of 21.23 feet (Deed 20.00 feet) thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence S 42°58'58"E continuing along said right of way line a distance of 35.36 feet; thence S 02°01'02"W continuing along said right of way line a distance of 126.57 feet to the p.c. of a curve to the right having a radius of 225.00 feet; thence along said curve and right of way line a distance of 339.38 feet (Deed 339.34 feet) to the p.t. of said curve; thence S 88°26'26"W continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 425.00 feet; thence along said curve and right of way line a distance of 222.53 feet to the p.t. of said curve; thence S 58°26'26"W continuing along said right of way line a distance of 222.82 feet; thence N 76°33'34"W continuing along said right of way line a distance of 35.35 feet; thence N 31°33'34"W continuing along said right of way line a distance of 325.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southeast right of way line of Little Blue Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners as described in Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E along last said right of way line a distance of 63.66 feet to the p.c. of a curve to the left having a radius of 776.78 feet; thence along said curve and last said right of way line a distance of 325.49 feet (Deed 325.50 feet); thence S 55°34'04"E (Deed S 55°36'48"E) continuing along said right of way line a distance of 26.99 feet (Deed 24.14 feet) to a point on the westerly right of way line of old Selsa Road, now vacated; thence N 02°11'45"E along said vacated westerly right of way line a distance of 8.42 feet; thence S 87°48'15"E along the vacated right of way of Old Selsa road a distance of 40.00 feet to a point that is 20.00 feet south of the northwest corner of the southwest quarter of the northeast quarter of said section; thence S 87°48'15"E continuing along said vacated right of way line a distance of 40.00 feet to a point on the east right of way line of Old Selsa Road; thence N 02°11'45"E along said east right of way line a distance of 20.03 feet to the true point of beginning.

Tract 4

A tract of land situated in the northwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the southwest corner of said quarter quarter section; thence S 87°51'03"E along the south line of said quarter quarter section a distance of 1056.00 feet; thence N 02°11'45"E a distance of 30.00 feet to the true point of beginning, said point being on the north right of way line of Crackerneck Road as described in Jackson County Road Record Book 2 at Page 91; thence N 87°51'03"W along said right of way line a distance of 230.00 feet; thence N 02°11'45"E a distance of 250.00 feet; thence S 87°51'03"E a distance of 230.00 feet; thence S 02°11'45"W a distance of 250.00 feet to the true point of beginning.

Tract 5

Lots 1 thru 5, TRINITY LOTS 1-5, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof:

EXCEPTING therefrom the following tract of land as described in Document No. I-0075665 in Book I-2932 at Page 2287:

A tract of land located in the northeast quarter of the northwest quarter of Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of the northwest quarter of said section 28; thence North 81 degrees 08 minutes 59 seconds East a distance of 332.94 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 20.00 feet to the point of beginning of the tract of land to be described; thence south 81 degrees 08 minutes 59 seconds west a distance of 80.00 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 80.00 feet; thence north 81 degrees 08 minutes 59 seconds east a distance of 80.00 feet; thence south 08 degrees 51 minutes 01 seconds east a distance of 80.00 feet to the point of beginning.

Tract 6

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at point 330.00 feet North of the South line of said Quarter Quarter Section and 726.00 feet East of the West line of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West parallel with said South line a distance of 183.90 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 185.03 feet to a point that is 726.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West parallel with said West line a distance of 115.21 feet to the point of beginning.

Tract 7

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 to the true point of beginning; thence North 87 degrees 51 minutes 03 seconds West continuing along said South line a distance of 100.00 feet to the Southwest corner of the East eight acres of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the West line of said East eight acres a distance of 400.00 feet; thence South 87 degrees 51 minutes 03 seconds East a distance of 100.00 feet; thence South 02 degrees 23 minutes 08 seconds West parallel with said West line a distance of 400.00 feet to the point of beginning.

Tract 8

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed S 87 degrees 50 minutes 55 seconds East) along the South line of said Quarter Quarter Section a distance of 34.50 feet (Deed 34.60 feet) to the true point of beginning; thence North 02 degrees 08 minutes 57 seconds East (Deed North 02 degrees 09 minutes 05 seconds East perpendicular to last said line a distance of 29.89 (Deed 29.87 feet) to a point on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 249.898m (819.88 feet) right of station 23+103.612 of Route I-70; thence North 20 degrees 00 minutes 47 seconds East along said right of way line a distance of 204.35 feet to a point on the Southerly right of way line I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 188.601m (618.77 feet) right of station 23+114.659 of Route I-70; thence North 35 degrees 06 minutes 02 seconds East (Deed North 35 degrees 06 minutes 01 seconds East) along said Southerly right of way line a distance of 125.86 feet (Deed 125.87 feet) to a point that is 330.00 feet North of the South line of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed South 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance of 292.03 feet (Deed 291.94 feet) to a point that is 457.40 feet East of the West line of said Quarter Quarter Section; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 330.00 feet to a point of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed 87 degrees 50 minutes 55 seconds West) along said South line a distance of 422.90 feet (Deed 422.80 feet) to the point of beginning.

Tract 9

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter Section line a distance of 457.40 feet to the true point of beginning; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with the West line of said Quarter Quarter Section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East (Deed 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance 269.61 feet (Deed 268.60 feet) to a point that is 726.00 feet East of said West line; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with said West line a distance of 115.21 feet (Deed 115.22 feet) to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 332.02 feet (Deed 332.03 feet) to a point that is 1056.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 second West) parallel with said West line a distance of 201.54 feet (Deed 201.56 feet) to a point that is 280.00 feet North of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) parallel with said

South line a distance of 230.00 feet; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 280.00 feet to a point on said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) along said South line a distance of 368.60 feet to the true point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

Tract 10

A tract of land situated in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 34.50 feet; thence North 02 degrees 08 minutes 57 seconds East perpendicular to last said line a distance of 29.89 feet to the true point of beginning, said point being on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No. 2000I0011892, said point also being 249.898m (819.88 feet) right of station 23+103.612 (757+99.10 feet) of Route I-70; thence North 80 degrees 12 minutes 10 seconds West a distance of 61.38 feet to a point that is 60.00 right of station 24+71.85 of Little Blue Parkway, said point being on a curve to the left having a radius of 913.02 feet and an initial tangent bearing of North 32 degrees 38 minutes 56 seconds East; thence Northerly along said curve 60.00 right of and parallel with the centerline of said Little Blue Parkway a distance of 216.24 feet to a point that is 612.57 feet right of station 757+97.42 of I-70; thence South 70 degrees 55 minutes 14 seconds East a distance of 38.42 feet to a point on said Easterly right of way line of I-70 (now Little Blue Parkway) said point being 188.601m (618.77 feet) right of I-70 station 23+114.659 (758+35.34 feet); thence South 20 degrees 00 minutes 47 seconds West along said Easterly line a distance of 204.35 feet to the point of beginning.

Tract 11

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly described as follows;

Beginning at the Southwest corner of said Quarter Quarter section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 457.40 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with the West line of said Quarter Quarter section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East parallel with said South line a distance 84.70 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to the true point of beginning, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 63.07 feet to a point that is 298.20 feet right of station 762+41.59 of I-70; thence North 86 degrees 34 minutes 06 seconds East a distance of 516.49 feet to a point that is 180.00 feet right of station 767+44.39 of I-70 said point being on the Easterly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 02 degrees 11 minutes 19 seconds West along said Easterly line a distance of 56.72 feet to a point that is 236.22 feet right of station 767+51.90 of I-70, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 85 degrees 52 minutes 07 seconds West along said Southerly line a distance of 517.16 feet to the point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

Tract 12

All that part of the following described tract in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 49, Range 31, in Independence, Jackson County, Missouri, lying South of U.S. Interstate Highway #70: Beginning at a point 20 poles North of the Southwest corner of said $\frac{1}{4}$ of $\frac{1}{4}$ Section; thence East 44 poles; thence North 60 poles; thence West 44 poles; thence South 60 poles to beginning EXCEPT part in Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 49, Range 31; thence North 330.00 feet; thence East 726.00 feet to the true point of beginning; thence North 206.35 feet to the South right-of-way line of I-70 Highway; thence West along said right-of-way 17.00 feet; thence Northwesterly along said right-of-way 155.00 feet; thence South 252.04 feet; thence East 183.90 feet to the true point of beginning, and EXCEPT that part taken under condemnation Suit CV97-9441 as shown in the Report of Commissioners filed as Document No. 1999-I-0080908 and in Document No. 2000-I-0011892.

Tract 13

A tract of land situated in the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, lying within the widths on the right or southerly side of the following described Route I-70 improvement centerline, to-wit: Beginning at a width of 442.91 feet at Station 759+18.48; thence decreasing uniformly to a width of 365.56 feet at Station 759+55.05; thence decreasing uniformly to a width of 298.20 feet at Station 762+41.59; thence increasing uniformly to a width of 360.71 feet at Station 762+49.93; thence increasing uniformly to a width of 442.91 feet at Station 759+18.48; containing 20,625 square feet, more or less.

The Route I-70 improvement centerline is located and described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 28, T49N, R31W; thence South $09^{\circ}47'50''$ West a distance of 462.22 feet to a point on said centerline at Station 755+93.22; thence the centerline extends South $80^{\circ}12'10''$ East a distance of 1178.28 feet to Station 767+71.50.

Tract 14

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 332.94 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 01 SECONDS EAST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

Tract 15

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AS DESCRIBED IN DOCUMENT NUMBER 2001I 0024538, RECORDED APRIL 11, 2001 IN THE OFFICE OF THE JACKSON COUNTY DEPARTMENT OF RECORDS AND MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING S 87°51'03"E A DISTANCE OF 1151.07 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING N 87°51'03"W A DISTANCE OF 164.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER I-496753 RECORDED IN BOOK I-1163 AT PAGE 1784; THENCE N 02°23'08"E ALONG THE EAST LINE OF LAST SAID TRACT A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LAST SAID TRACT; THENCE N 87°51'03"W ALONG THE NORTH LINE OF LAST SAID TRACT A DISTANCE OF 99.21 FEET TO A POINT ON THE WEST LINE OF THE EAST EIGHT ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 02°23'08"E ALONG LAST SAID LINE A DISTANCE OF 138.60 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE I-70 AS TAKEN UNDER CONDEMNATION SUIT NUMBER 123782, AS SHOWN IN THE REPORT OF COMMISSIONERS DOCUMENT NUMBER 733591, RECORDED IN BOOK 1354 AT PAGE 275, SAID POINT BEING 180.00 FEET SOUTHERLY OF ROUTE I-70 IMPROVEMENTS CENTERLINE; THENCE S 80°12'10"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1196.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY, ST. LOUIS AND CHICAGO RAILROAD COMPANY; THENCE S 13°58'05"E ALONG LAST SAID RIGHT OF WAY LINE A DISTANCE OF 394.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG LAST SAID LINE A DISTANCE OF 1034.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG THE SOUTH LINE OF LAST SAID QUARTER QUARTER SECTION A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING.



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INSTRUMENT NUMBER:
2007E0077445

(Above Space Reserved for Recorder of Deeds)

Document Title: Declaration of Easements, Covenants, Conditions, and Restrictions

Document Date: January 1, 2007

Grantor #1 Name and Address: Trinity Real Estate Development, Inc.
3171 NE Carnegie Drive, Suite 119
Lee's Summit, Missouri 64064

Grantor #2 Name and Address: Drury Development Corporation
8315 Drury Industrial Parkway
St. Louis, Missouri 63114

Grantor #3 Name and Address: Tri-City Baptist Church
4500 Little Blue Parkway
Independence, Missouri 64057

Grantor #4 Name and Address: Bell Development, Inc.
12553 S. Hagan Lane
Olathe, Kansas 66062

Grantee's Name/Address: N/A

Legal Description: See Exhibits A, B, C, D and E, pp. 25-34

Reference Book and Page: N/A

COMMONWEALTH TITLE
C0608057 4/5

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Conditions, Easements and Restrictions (as it may be amended or modified at any time, "Declaration") is made as of January 1, 2007 ("Effective Date"), by Trinity Real Estate Development, Inc., a Missouri corporation ("Trinity"), Drury Development Corporation, a Missouri corporation ("Drury"), Tri-City Baptist Church, a Missouri not-for-profit corporation ("Tri-City"), and Bell Development, Inc., a Kansas corporation ("Bell"), collectively referred to herein as the "Declarant".

RECITALS

A. Trinity owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit A to this Declaration ("Trinity Property").

B. Drury owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit B to this Declaration ("Drury Property").

C. Tri-City owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit C to this Declaration ("Tri-City Property").

D. Bell owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit D to this Declaration ("Bell Property").

E. Together the Trinity Property, the Drury Property, the Tri-City Property, and the Bell Property are collectively referred to in this Declaration as the "Property." Trinity is developing a mixed-use commercial development on the Property.

F. Declarant intends that the Property be constructed and developed as a mixed-use development ("Development") in accordance with the terms of this Declaration to provide for the preservation, maintenance and enhancement of the value of the Property, and the amenities and opportunities of the Development, and to protect the value and desirability of the Property and the Development.

G. Certain portions of the Property, as more fully described on Exhibit E to this Declaration, are located within a tax increment financing district ("TIF District") created by the City of Independence, Missouri ("City"), and will be developed in accordance with the terms of the Tax Increment Financing Redevelopment Agreement ("Redevelopment Agreement") approved by the City on August 7, 2006, by Ordinance No. 16424, and signed by the City and Trinity dated as of August 30, 2006, as well as in accordance with this Declaration.

H. In connection with the Development, Declarant intends to record one or more subdivision plats, whereby the Property will be divided into separate Lots or Tracts that may be sold, leased or otherwise occupied and conveyed.

I. Capitalized terms used in this Declaration have the meanings set out in Article II below or the meaning ascribed to the term the first time it is used in this Declaration.

ARTICLE I **DECLARATION**

Declarant declares that the Property will be held, leased, sold, occupied, operated and conveyed subject to the easements, restrictions, covenants and conditions set out in this Declaration, all of which are for the mutual benefit of Declarant, the Owners of the Lots, and their respective successors, transferees and assigns, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, restrictions, covenants and conditions will be covenants running with the land and will be binding upon and inure to the benefit of any Person owning, leasing, occupying, or otherwise having or acquiring any right, title or interest in the Property at any time.

ARTICLE II **DEFINITIONS**

As used in this Declaration, the following capitalized terms have the indicated meanings:

Section 2.1. “Building” means any permanently enclosed structure placed, constructed or located within the Development, and, for the purpose of this Declaration, includes any appurtenant: (i) canopies and the columns or posts supporting the same, (ii) loading docks, (iii) truck ramps, (iv) other outward extensions of the structure, (v) drive-through lanes, (vi) drive-through facilities, and (vii) automated teller machines.

Section 2.2. “City” means the City of Independence, Missouri.

Section 2.3. “Declarant” includes not only Trinity, Drury, Tri-City and Bell, but also their respective successors, transferees and assigns of their rights, title and interest under this Declaration who assume and agree to perform all of Declarant’s obligations under this Declaration arising or accruing after the date of the assignment by a written instrument recorded in the real estate records of Jackson County, Missouri.

Section 2.4. “Default” means any violation of this Declaration (whether any action taken by an Owner that is prohibited by the terms of this Declaration, or whether an Owner’s failure to take any action that is required by the terms of this Declaration) not cured within the applicable cure period described in Section 10.5.

Section 2.5. “Force Majeure” means delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, unavailability of materials, damage to work in progress by reason of casualty, or other causes of any kind whatsoever that are beyond the reasonable control of the Person asserting the existing of a Force Majeure. Force Majeure does not include the financial inability to perform, nor does it relieve any Person of any obligation to pay money under this Declaration.

Section 2.6. “Improvement” means any structure or other improvement of any type

constructed or installed on the Property, including, but not limited to, any Building, street, sidewalk, parking lot, driveway, landscaping, and utility, and any replacement for an Improvement.

Section 2.7. "Lot" means any part of the Property identified as a "Lot" on a Plat.

Section 2.8. An obligation to "maintain" something includes not only routine actions to keep it in good order and repair, but also actions necessary to preserve, modify, replace, restore and reconstruct the same.

Section 2.9. "Owner" means the record owner of fee simple title to any Lot, except Declarant, and includes an Owner's successors, transferees and assigns. If more than one Person is the Owner of a Lot, all of the Persons will be deemed a single Owner. The term does not include any contract purchaser or any mortgagee, holder of a deed of trust or other entity holding an interest in any of the Property as security for the performance of an obligation.

Section 2.10. "Person" means any individual, partnership, firm, association, limited liability entity, corporation, trust or any other form of business or government entity.

Section 2.11. "Plat" means any subdivision plat of all or any portion of the Property that is filed of record in the real estate records of Jackson County, Missouri.

Section 2.12. ~~"Private Utility Facility" means any utility system and facility that is not a Public Utility Facility.~~

Section 2.13. "Public Drainage System" means any public storm water system and facility, including, but not limited to, storm water detention easements and facilities, from time to time situated on or serving the Development.

Section 2.14. "Public Sanitary Sewer System" means any public sanitary sewer system and facility from time to time situated on or serving the Development.

Section 2.15. "Public Water System" means any public domestic and fire protection water systems and facilities from time to time situated on or serving the Development.

Section 2.16. "Public Utility Facilities" means any public utility system and facility from time to time situated on or serving the Development, including, but not limited to, the Public Drainage System, the Public Water System, the Public Sanitary Sewer System, underground electric power cables and systems and underground telephone and television cables and systems in the public right-of-way, and any part of a Private Utility Facility that has been dedicated to and the responsibility for the maintenance thereof has been accepted by the appropriate governmental authority or utility, and all replacements for Public Utility Facilities.

Section 2.17. "Standards" means the architectural and design standards, rules and regulations established by Declarant to enhance and preserve the values, appearance and purposes of the Development, including, but not limited to, any master plan established by Declarant for the Development.

Section 2.18. "Tenant" means any tenant, licensee or other occupant of a Lot.

Section 2.19. "Tract" means any portion of the Property, if any, included in a Plat that has not been designated as a Lot.

Section 2.20. "Zoning Ordinance" means the City's zoning ordinance and any amendments thereto.

ARTICLE III **RESERVATION AND GRANT OF EASEMENTS**

Section 3.1. General. For purposes of this Article, the following will apply:

(a) A Person granting an easement is sometimes referred to herein as the "Grantor," it being intended that the grant binds and includes not only such Person, but also its successors, transferees and assigns.

(b) A Person to whom an easement is granted is sometimes referred to herein as the "Grantee," it being intended that the grant benefits and includes not only such Person, but also its successors, transferees, assigns, occupants and permittees (although not for the direct benefit of the permittees, the Grantee may permit, from time to time, its occupants and permittees to use the easement); provided, however, that no such permission or the division of the dominant estate will permit or result in a use of the easement in excess of the use contemplated at the date of the creation of the easement.

(c) The word "in," with respect to an easement granted "in" a particular Lot means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing.

(d) Unless otherwise specified as temporary or of a limited duration, all easements granted by this Declaration are perpetual and non-exclusive.

(e) All easements are easements appurtenant and not easements in gross.

(f) The Lot benefitted by each easement constitutes the dominant estate and the Lot encumbered by each easement constitutes the servient estate.

(g) If an Owner transfers or conveys a portion of its Lot in accordance with the terms of this Declaration, those easements granted under this Article that benefit, bind, and burden the remainder of the Lot not transferred or conveyed will continue to benefit, bind and burden the portion of the Lot so transferred or conveyed, and those easements granted under this Article that benefit, bind and burden the portion so transferred or conveyed will continue to benefit, bind and burden the remainder of the Lot of which it was a part.

(h) All easements granted by this Declaration will exist by virtue of this Declaration, without the necessity of confirmation by any other document. Upon the termination of any easement (in whole or in part) or its release in respect of all or any part of

any Lot in accordance with this Declaration's terms, the same will be deemed to have been terminated or released without the necessity of confirmation by any other document. Upon request by a Person, however, the other Persons affected by an easement will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Persons. No grant of an easement pursuant to this Article will impose any greater obligation on any Person to construct or maintain any improvement, except as expressly provided in this Declaration.

Section 3.2. Easements for Access. For itself and for the benefit of the Property and each Lot, Declarant grants and subjects all portions of the Property on which a Building is not located to easements for the purpose of providing pedestrian and vehicular traffic ingress to and egress from all public and private streets, driveways, drive aisles, all sidewalks, walkways and plazas, and for cross access between and among the Lots. The use of these easements by any Person entitled to their use will be in common with all other such Persons. These easements are, however, restricted to those portions of the Property used for such purposes at any point in time. No Person may use these easements in such a way that would prevent the free and uninterrupted use of the easements by other Persons entitled to use them.

Section 3.3. Easements for Services. For itself and for the benefit of the Property and each Lot, Declarant grants and subjects the Property to easements to all police, firemen, ambulance operators, mail carriers, delivery personnel, garbage and trash removal personnel, and landscaping and maintenance personnel, and all similar persons, and to the local governmental authorities and the Declarant to enter upon the Property in the performance of their duties.

Section 3.4. Easements for Utility Facilities and Utility Work.

(a) **Reservation and Grant of Easements.** For itself and for the benefit of the Property and each Lot, Declarant reserves, grants and subjects all portions of the Property on which a Building is not located to easements for the installation, operation, flow, passage, use, maintenance, connection, relocation, and removal ("Utility Work") of Public Utility Facilities and Private Utility Facilities serving any or all of the Lots, together with the right of ingress and egress for Utility Work necessary for the orderly development and operation of the Property except to the extent any such easement and rights of ingress and egress materially affects an Owner's Lot, in which event, such Owner's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, will be obtained. To the extent practicable, all easements and rights of ingress and egress for Utility Work will be located within areas reserved for such purposes in grants of public right of way and by platting.

(b) **Utility Work for Private Utility Facilities.** All Utility Work undertaken by an Owner for Private Utility Facilities will be accomplished at such Owner's sole cost, in an expeditious manner, and in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. An Owner undertaking Utility Work will take all reasonably necessary measures to minimize any disruption, inconvenience or adverse effect caused by the Utility Work and, except in the case of an emergency, will give the Declarant and any Owners affected by the Utility Work written notice at

least 72 hours before beginning the Utility Work. The Owner undertaking Utility Work will repair, at its own cost and expense, any and all damage caused by such Utility Work and, upon completion of the Utility Work, will promptly restore the affected portion of the Property upon which the Utility Work is performed to a condition which is equal to or better than the condition which existed before the beginning of the Utility Work. The Owner of each Lot covenants that it will fully cooperate with the Declarant and other Owners in connection with Utility Work for Private Utility Facilities. The Owner undertaking Utility Work will promptly pay all costs and expenses associated therewith and will defend, indemnify and hold the Declarant and the other Owners harmless from all liens, claims of lien, injuries, damages, losses, or claims, including reasonable attorney's fees actually incurred at trial and appellate levels, attributable to the performance or non-performance of such Utility Work. Each Owner will, at its sole cost and expense, maintain all Private Utility Facilities necessary to service the Owner's Lot; provided, however, if any portion of the Private Utility Facilities is dedicated to and the responsibility for the maintenance thereof accepted by the appropriate governmental authority or utility, then the maintenance responsibility set out herein with respect to such portion will automatically terminate.

(c) Grant of Additional Easements. Declarant anticipates that it may be necessary to grant additional easements and rights to governmental entities and utility companies as a condition of their providing or continuing Public Utility Facilities that the Development will need. Declarant reserves the right to grant one or more easements over any portion of the Property on which a Building is not located that it deems necessary for Utility Work in connection with Public Utility Facilities, so long as such easements do not materially or adversely affect an Owner's current or anticipated use of its Lot. Upon request, each Owner will promptly sign any documents deemed necessary by the Declarant, governmental entity or utility company to confirm the grant of such easements and rights as long as the terms and conditions of the proposed grant will not unreasonably interfere with the normal operations of the Owner's business located on the Owner's Lot and the Owner will not incur any cost, risk or liability under the documents. To the extent practicable, all such additional easements and rights will be located within areas reserved for such purposes in grants of public right of way and by platting.

Section 3.5. Easement for Surface Water Flow and Public Drainage System. For itself and for the benefit of the Property and all of the Lots, Declarant reserves and grants an easement in any portion of each Lot on which a Building is not located as reasonably necessary for reasonable (but not excessive) surface water run-off from the Property and to conduct surface water run-off as necessary to the Public Drainage System, so long as the easements do not materially or adversely affect an Owner's current or anticipated use of its Lot. The Owner of each Lot will determine, in its reasonable discretion, the most effective location for drainage purposes for the placement of any and all components of a drainage system for surface water run-off to be located on its Lot and will construct and maintain, at its sole cost, any and all components of the drainage system for surface water run-off from its Lot to the Public Drainage System. Once any drainage line or lines for surface water run-off have been installed on any Lot, the portion of the Lot encumbered by the easement granted in this Section will be limited to the area within 10 feet on either side of the center line of the drainage line. To the extent practicable, all such easements will be located within areas reserved for such purposes in grants of public right of way and by platting.

Section 3.6. Temporary Construction and Maintenance Easements. For itself and for the benefit of the Property and all of the Lots, Declarant reserves and grants temporary easements in the

Property for the following:

(a) The initial construction of the Public Utility Facilities and other public Improvements;

(b) The initial construction of Private Utility Facilities, Buildings and other private Improvements on a Lot;

(c) The grading, dumping and dispersal of dirt and fill resulting from construction of the Public Utility Facilities and other public Improvements, Private Utility Facilities, Buildings and other private Improvements on a Lot with the Owner's prior written consent, which consent will not unreasonably be withheld, conditioned or delayed. With respect to any Lots on which dirt is dumped, the area will be sloped to meet any contiguous property within the Development or public and private streets and driveways, and will be smoothed in a level manner consistent with the contours of the adjoining property, or in accordance with a grading plan approved by the Declarant and the City; and

(d) The maintenance of the Public Utility Facilities and other public Improvements, the Private Utility Facilities, Buildings and other private Improvements on a Lot.

Each Person covenants that its exercise of these easements will not result in damage or injury to the Buildings or other Improvements of any other Person, and will not unreasonably interfere with or interrupt the business operation conducted by any other Person in the Development. Each Person, at its sole cost and expense, will promptly repair, replace or restore any and all of any Improvements that have been damaged or destroyed in such Person's exercise of the easements granted by this Section and, further, will indemnify and defend all other Persons from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and costs) incurred in connection with or arising out of such Person's exercise of the easements, except to the extent occasioned by the other Person's negligent or wrongful act or omission to act. Nothing in this Section prohibits the Owner of any Lot from granting a temporary construction easement to the Owner of any other Lot.

ARTICLE IV **RESTRICTIONS**

Section 4.1. Land Use and Building Type. All Buildings or other Improvements on the Property may be used only for retail, commercial, office, restaurant, and/or hotel/lodging purposes. Examples of uses that are specifically prohibited include, but are not limited to, the following:

(a) Undesirable entertainment or recreational facilities (e.g., a skating rink, amusement park, carnival, massage parlor, discotheque, dance hall, teen club, night club, bar or tavern or other social encounter club, flea market, head shop, pornographic or "adult" store, or billiard parlor);

(c) Assembling, manufacturing, industrial, processing, rendering, distilling, refining, smelting, agriculture, or moving operations;

(d) Any new or used automobile sales facility, "second hand" store, pawn shop, Army, Navy or government "surplus" store;

(f) Any sporting event or other sports facility (which does not include a retail sporting goods store or fitness center);

(g) Any agricultural use;

(h) Any use, handling, generation, storage, release, disposal or transportation of hazardous materials (including, but not limited to, underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any other hazardous or toxic substances, pollutants, contaminants, wastes or materials), on, about or under the Property, except in the ordinary course of its business and in compliance with all environmental laws, rules or regulations respecting hazardous materials, and all present or future amendments thereto; or

(i) Any noxious or illegal purpose, or any purpose that presents a nuisance or danger to the health, safety or welfare of the public, or for any dumping, incineration or commercial disposal of garbage.

Section 4.2. Approval of Buildings and Other Improvements. No Building or other Improvement may be erected, altered, placed, replaced, or permitted to remain on any Lot unless approved in writing by the Declarant pursuant to this Declaration. No previously approved Building or other Improvement may be used for any purpose other than that for which it was originally approved, unless the use is permitted by this Declaration and the applicable provisions of the Zoning Ordinance and has been approved in writing by the Declarant.

Section 4.3. Uncompleted Buildings or Other Improvements. No Building or other Improvement may be permitted to stand with its exterior in an unfinished condition for more than 12 months after construction or reconstruction has started, subject to Force Majeure. No Building or other Improvement can be occupied or used until the exterior has been completed, unless specifically permitted otherwise by the Declarant, and the City has issued all required permits, including, but not limited to, an occupancy permit.

Section 4.4. Temporary Improvements Prohibited. No Building or other Improvement of a temporary character, including, but not limited to, trailers, tents, shacks, garages, capped basements, barns or other outbuildings, may be constructed or placed on the Property, either temporarily or permanently, except construction trailers that must be removed promptly after completion of construction or reconstruction.

Section 4.6. Garbage and Refuse. Trash, garbage and other waste or refuse will be kept in sanitary containers and housed and screened in a manner specified by the Declarant and/or the City.

Section 4.7. Underground Utilities. All Public Utility Facilities and Private Utility Facilities must be located and maintained underground, except for manhole covers (which must be

flush with adjacent grade) and electrical transformers, and except as otherwise shown on plans approved by the Declarant and the City. This requirement will not be deemed to prohibit the erection of fixtures such as street light standards and fire hydrants on certain portions of the Property.

Section 4.8. New Construction; No Storage of Materials and Equipment. All Buildings or other Improvements constructed or reconstructed on a Lot must be newly constructed and not prefabricated. No construction materials or equipment of any kind may be placed or stored on a Lot after completion of the construction or reconstruction of a Building or other Improvements on the Lot, or any additions or alterations to a Building or other Improvements on the Lot. Construction or reconstruction of all Buildings or other Improvements on a Lot must proceed to completion without unreasonable delay, subject to Force Majeure.

At all times when any business in the Development is open to the public: (a) no unreasonable amounts of mud, dirt, construction materials or debris will be permitted to accumulate or remain on any construction area; (b) no construction vehicles, machinery or equipment may be parked or stored on any other Owner's Lot without that Owner's prior written consent; and (c) no construction will unreasonably interfere with the visibility of, access to or operation of the rest of the Development or with normal traffic flow therein. Until construction of a Building or other Improvements has begun on a Lot, the Owner will cause the Lot to be seeded and well maintained at all times, including removal of trash and weeds and periodic mowing as necessary to keep the Lot neat, clean and attractive.

Section 4.9. Lighting. After completion of a Building or other Improvements on any Lot, the Owner will keep the Building and Lot fully illuminated each day that the Owner is open for business (as such hours or days of operation may change from time to time) from dusk to at least 30 minutes after the last business operation on its Lot has closed, and will keep any interior Building security lights on from dusk until dawn.

Section 4.10. Signage. Each Owner may install and maintain such signs on the interior of the Building located on its Lot, except to the extent limited or prohibited by applicable provisions of the Zoning Ordinance. Any exterior signage must comply with the Standards and applicable provisions of the Zoning Ordinance and must be approved in advance by the Declarant (which consent will not be unreasonably withheld). At its sole cost and expense, each Owner will install and maintain a monument sign located on its Lot, which must be in compliance with the Standards and approved in advance by the Declarant with respect to location, size, design, material and letter style. No pylon or rooftop signage is permitted.

ARTICLE V **ARCHITECTURAL CONTROL** **AND CONSTRUCTION**

Section 5.1. Architectural Requirements and Standards. The Standards are to establish and preserve the values, appearance and purposes of the Development. The Standards: (a) may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one portion of the Property to another, depending on the location and unique characteristics of that area; (b) are intended to provide guidance to Owners regarding

matters of particular concern to the Development; and (c) are not the exclusive basis for decisions relating to the approvals required by this Declaration. Compliance with the Standards does not guarantee Declarant's or the City's approval of any Building or other Improvement. Declarant may augment the Standards to provide additional or more restrictive Standards for the Development; provided, however, any changes to the Standards may not be inconsistent with the general intent to develop and maintain a high-quality mixed-use commercial development. Any changes to the Standards will be prospective only and will not apply to require modification to or removal of a Building or other Improvement previously approved if construction or reconstruction of the Building or other Improvement has begun within 12 months of the changes to the Standards and is being reasonably pursued to completion. Copies of any changes to the Standards will be made available to the Owners.

Section 5.2. Declarant's Approval of Design, Appearance and Use. Subject to the Standards, Declarant will be the sole regulator of the design, appearance, use, location and maintenance of all Buildings and other Improvements in the Development. Without Declarant's prior written approval: (a) no Building or other Improvement of any kind may be commenced, constructed, reconstructed, placed, planted or maintained on any portion of the Property; (b) no platting, architectural, engineering, grading or site plan pertaining to the development of any Building or other Improvement may be implemented; and (c) no addition, alteration, modification or changes to any of the foregoing may be made.

Section 5.3. Application and Review of Plans. Before an Owner takes any of the actions set out in Section 5.2 above, it must submit the proposed plans and specifications (including, but not limited to, plans for Private Utility Facilities, signage, grading, site lighting, landscaping, and exterior design and exterior façade) ("Plans") for the Building or other Improvements to the Declarant. Declarant will evaluate and review all Plans using standards of the highest level as to the desired aesthetics, design, creativity, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Declarant is, in all instances, permitted to consider the overall intent of the Development. Declarant may refuse to approve any Plans that, in its sole and absolute discretion, are not suitable or desirable for the Development. In approving or disapproving Plans, the Declarant may consider: (a) the suitability of the proposed Building or other Improvement; (b) the proposed materials; (c) the proposed landscaping; (d) the proposed site; (e) the harmony of the proposed Building or other Improvement with the rest of the Development; and (f) all other matters it deems advisable. All approvals by the Declarant must be in writing and sent to the Owner. If Declarant fails to either approve or disapprove Plans within 30 days after the Plans have been submitted in accordance with adopted procedures, approval of the Plans is deemed granted, except to the extent they are inconsistent with applicable provisions of the Zoning Ordinance. Non-material modifications to the Plans not affecting the exterior appearance of the proposed Building or other Improvements will not require the Declarant's approval. No changes in the use, location or configuration of that part of the Improvements consisting of the driveways, access points, access ways and parking areas on any approved Plans may be made without the written approval of the Owner(s) of the affected Lot(s) and the Declarant. Declarant may charge a reasonable fee for each review of preliminary and/or subsequent Plans, and may adopt additional written procedures for submitting Plans for review and will make them available to the Owners.

Section 5.4. Failure to Comply With Plans. If an Owner fails to act in accordance with the

Plans approved by the Declarant, or if an Owner takes any action requiring Declarant's consent or approval under this Declaration without obtaining the required consent or approval, subject to the notice and cure provisions for violations of this Declaration, the Owner may be required to promptly remove, alter or otherwise remedy any such violation, at the Owner's sole cost.

Section 5.5. City Approval. In addition to the Declarant's consent or approval, the Owner must obtain any necessary approvals from the City and any other political subdivision or governmental agency having jurisdiction over the Lot, and must comply with any and all applicable Zoning Ordinance provisions.

Section 5.6. Construction of Improvements. Each Owner acknowledges that, during construction of public Improvements, or Buildings or other Improvements on any Lot, or the maintenance of such public Improvements, or Buildings or other Improvements, access, parking and vehicular and pedestrian circulation may be temporarily impeded, interrupted or blocked because of such activities. The Owner of a Lot under construction or maintenance will minimize the disruption to other Lots and the Development to the extent consistent with safety, sound construction practices and procedures, and applicable governmental requirements and, in furtherance thereof, will: (a) proceed diligently to complete all construction or maintenance, (b) keep access to and from the Lot to the public rights-of-way open at all times, and (c) keep all construction materials and equipment within the Owner's Lot. No Building, barricade or permanent structure may be placed, erected or constructed on any easement, or on any street or gutter of any Lot, ~~except loading and delivery docks and covered areas attached to such docks, trash enclosures, directional signs, bumper guards or curbs, shopping cart corrals, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, roof overhangs, and columns or pillars supporting roof overhangs, and any other Improvements as may be required under applicable laws, rules, regulations and ordinances of any governmental entity having jurisdiction over the Lot.~~ Once begun, such work must be diligently pursued to completion and must be completed within a reasonable time. Weather permitting, all paving and landscaping must be finished upon completion of the Building or within a reasonable period thereafter. Any maintenance or reconstruction of a Building or other Improvement on a Lot must be performed with materials equal in quality to the original. Upon completion of the construction or maintenance, the Owner will restore the area affected by the work to its condition, as nearly as possible, before the work.

All construction activities performed by an Owner on its Lot must be performed in a good and workmanlike manner, in accordance with this Declaration and all applicable laws, rules, regulations, orders, ordinances and permits of or issued by the City or other governmental entity, subject to the Owner's right to contest laws, rules, regulations, orders and ordinances which do not materially interfere with the rights of any other Owner, provided such contest: (i) is conducted in accordance with applicable law, (ii) actively and diligently pursued to its conclusion, (iii) does not materially impair the easement rights or any other rights of the Declarant or any other Owner granted herein, and (iv) does not result in the placement of any lien on the title to such Owner's Lot. Each Owner will indemnify and defend the Declarant and the other Owners from all claims, actions, demands, causes of action, losses and proceedings and costs incurred in connection therewith (including attorneys' fees actually incurred and costs of suit at trial and appellate levels) resulting from any accident, act, omission, cost, expense, injury or loss or damage whatsoever occurring to any individual or entity or to the property of any

individual or entity arising out of or resulting from the performance of any construction and maintenance activities performed or authorized by such indemnifying Owner or by, through or under such Owner.

ARTICLE VI
OWNERS' MAINTENANCE OBLIGATIONS; TAXES

Section 6.1. Owners' Maintenance Obligations. Each Owner will, at its sole cost, maintain its Lot and any Building or other Improvement located thereon in good condition and repair in accordance with the standards of good commercial development. Such obligation to maintain will include, but is not limited to, the following, when and as necessary:

- (a) Maintaining the surfaces of the parking areas, drive aisles, access drives and sidewalks in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as is equal in quality, use and durability;
- (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse from the Lot and thoroughly sweeping the parking areas, drive aisles, access drives, sidewalks, etc. to keep the Lot in a clean and orderly condition;
- (c) Placing, maintaining and replacing directional signs, markers and lines on the Lot;
- (d) Operating, maintaining and replacing all lighting facilities on the Owner's Lot and/or Building or other Improvements;
- (e) Maintaining all perimeter and exterior Building walls, including, but not limited to, all retaining walls in a good condition and state of repair;
- (f) Operating, maintaining and replacing all signage on the Lot permitted by the City or this Declaration;
- (g) Keeping the inside and outside of all glass in the doors and windows of its Building clean and promptly replacing any broken or cracked glass in its Building;
- (h) Keeping garbage, trash, rubbish and other refuse in proper containers or compactors in the places designated for such purposes until removed;
- (i) Keeping any exterior shipping/receiving dock area; any truck ramp or truck parking area, any recycling center or similarly designated area for the collection of items intended for recycling; and any refuse, compactor or dumpster area in good repair and a clean, orderly and sanitary condition;
- (j) Maintaining, mowing, weeding, trimming and watering all landscaped areas on the Lot and making such replacements of shrubs and other landscaping as is necessary; and

(k) Operating, maintaining and replacing, where necessary, all Private Utility Facilities located on the Lot that serve only its Lot.

Each Owner covenants that it will cooperate with the Declarant and each other Owner in good faith with respect to maintenance and, to the extent reasonably possible, coordinate such maintenance.

Section 6.2. Taxes. Each Owner will pay, or cause to be paid, directly to the taxing authority before delinquency, all real property taxes and other special taxes and assessments (collectively, "Taxes") levied against the Owner's Lot and the Building or other Improvements located thereon; subject, however, to the right of the Owner to contest the amount or validity of all or any part of the Taxes, so long as such contest is pursued with reasonable diligence and in good faith. Notwithstanding the foregoing, each Owner of a TIF District Lot (defined in Section 7.1 below) agrees that it will not seek to reduce the amount of Taxes payable by taking any action that might otherwise permit the TIF District Lot to be taxed at a lower rate than the applicable commercial rate (e.g., planting hay on the TIF District Lot before constructing a Building or other Improvements thereon in order to be taxed at an agricultural rate instead of at a commercial rate).

ARTICLE VII
TAX INCREMENT FINANCING
AND COMMUNITY IMPROVEMENT DISTRICT

Section 7.1. Tax Increment Financing. Each Owner acknowledges that certain Lots are located within the TIF District (each a "TIF District Lot") and that the TIF District Lots are subject to the terms and conditions of the Redevelopment Agreement, in addition to the terms and conditions of this Declaration. The TIF District Lots are identified on Exhibit E to this Declaration. Each Owner of a TIF District Lot further acknowledges that certain taxes generated by economic activities on the Owner's Lot, including sales taxes, will be used as provided in the Redevelopment Agreement. Upon written request, each Owner of a TIF District Lot will (and will require any Tenant to do so) provide such Owner's (or Tenant's) sales tax identification number and state sales tax information for its economic activities located in the TIF District certified by the Owner's (or Tenant's) chief financial officer and will provide such other information regarding other local taxes generated by economic activities on the Owner's Lot as the City (and/or the City's TIF Commission) may require, all in the format prescribed by them. Each Owner of a TIF District Lot acknowledges that the City (and/or the City's TIF Commission) is third-party beneficiary of these obligations, and that the City (and/or the City's TIF Commission) may enforce these obligations in any manner provided by law. Each Owner of a TIF District Lot further acknowledges that these obligations are covenants running with the land and are binding on Owner and its successors, assigns, transferees, and Tenants, and will only terminate upon the passage of an ordinance by the City terminating the Redevelopment Agreement. Each Owner of a TIF District Lot, without cost to such Owner, agrees to reasonably cooperate with Declarant in order to obtain the issuance by the appropriate authority of such documentation as is necessary (e.g., an inducement resolution) to obtain tax increment financing ("TIF Financing") for the purpose of bringing utilities to the Property, constructing roadways, drainage improvements, site improvements and such other improvements as may be permitted under the statutes of the State of Missouri, all of which will benefit the Property. As available in the State of Missouri, TIF Financing is a financing means available to developers allowing for the utilization of anticipated increases in ad valorem taxes and economic activity taxes to finance certain improvements and is not a special assessment imposed

against a Lot or the Improvements thereon. If TIF Financing is utilized, increased ad valorem taxes and economic activity taxes will be utilized to service the TIF Financing.

Section 7.2. Community Improvement District. Each Owner (on its own behalf and on behalf of any Tenant of such Owner's Lot) acknowledges that Declarant intends to create a community improvement district ("CID") that includes the Property. All Lots are expected to be included within the CID. The CID's purposes will include constructing and maintaining the public Improvements (including, but not limited to, public streets, sidewalks and Public Utility Facilities) within the Development, as well as constructing and maintaining public Improvements located within the public right-of-way of Little Blue Parkway between I-70 and Valley View Road, Valley View Parkway east of Little Blue Parkway, and Heartland Road. Each Owner acknowledges that any CID created may be funded by a sales tax and/or special assessments levied against the Property within the CID. Each Owner further acknowledges that, if a CID is created, the Owner will be obligated to collect any additional sales tax imposed by the CID, in addition to all other sales taxes to be collected by the Owner as a result of business activities on the Owner's Lot, and that the Property and the Lots may become subject to special assessments levied against the real property within the CID. If necessary, each Owner will, without cost to such Owner, sign all consents and/or applications as are necessary to permit the creation or amendment of a CID.

ARTICLE VIII **CASUALTY AND CONDEMNATION**

Section 8.1. Casualty. If all or any portion of a Building or other Improvement on a Lot is damaged or destroyed by fire or other casualty (whether insured or not), the Owner of the Lot will promptly remove the debris resulting from such event and begin to reconstruct or replace such damaged or destroyed Building or other Improvement, provided that all provisions of this Declaration are complied with. All areas on a Lot on which a Building or other Improvement are not reconstructed or replaced following a casualty must be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and must be either covered by a one-inch asphalt dust cap or seeded or sodded, and kept weed-free and clean at the Owner's sole cost and expense until a new Building or other Improvement is reconstructed thereon.

Section 8.2. Condemnation. If all or any portion of any Building or other Improvement on a Lot or access thereto is condemned, or conveyed in lieu of condemnation (any such action being a "Condemnation"), the Owner of the Lot on which the Building or other Improvement are located will have the same rights and obligations with respect to restoration, removal or replacement of the remaining portion of any Building or other Improvement as are set out in Section 8.1 above, but only to the extent of any Condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration, removal or replacement and actually received by the Owner of the Condemned Lot. All areas on a Lot on which a Building or other Improvement are not reconstructed or replaced following a Condemnation must be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and must be either covered by a one-inch asphalt dust cap or seeded or sodded, and kept weed-free and clean at the Owner's sole cost and expense until a new Building or other Improvement are reconstructed thereon. Nothing in this Declaration is to be construed as giving any Person any interest in any award or payment made to the Owner of a Lot in connection with any

Condemnation affecting such Owner's Lot or giving the public or any governmental entity any rights in said Lot.

ARTICLE IX **INDEMNIFICATION AND INSURANCE**

Section 9.1. Indemnification. Each Owner will indemnify and defend Declarant and its successors, assigns, officers, directors, employees, agents and contractors, and the other Owners and occupants of the Property from any and all liability, loss, damages, expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, interest, fines, penalties, claims and judgments arising from injury, or claim of injury, occurring on or from the Owner's Lot, to person or property of any and every nature, resulting from the willful misconduct or negligent act or omission of the indemnifying Owner.

Section 9.2. Owner's Insurance. Each Owner must maintain, or cause to be maintained, at no cost to Declarant or the other Owners:

(a) a policy of property insurance on a special causes of loss form insuring the Owner's Buildings or other Improvements on the Owner's Lot (excluding footings, foundations and underground Improvements) in an amount equal to the full replacement cost of same;

(b) worker's compensation insurance in accordance with law; and

(c) commercial general liability insurance on the Lot with combined single limit coverage of not less than \$5,000,000 per occurrence for property damage and bodily injury (including death), which must be on a primary, non-contributory basis.

The Owner must name Declarant as an additional insured as its interest may appear under the liability insurance policy. Such insurance must also insure the Owner's indemnity obligations under **Section 9.1** to the extent they are insurable. The insurance coverage required to be carried by an Owner may be carried in whole or in part under any plan of self-insurance that an Owner may from time to time have in force and effect so long as the Owner (or the Owner's parent entity) has and maintains \$100,000,000 or more of net worth (calculated in accordance with generally accepted accounting principles consistently applied) as evidenced by a certificate of the chief financial officer of such entity and the amount self-insured does not exceed 2% of such net worth, delivered annually to Declarant, and/or under a "blanket" policy or policies of the Owner or the Owner's parent entity, if that policy otherwise complies with the requirements of this Declaration. These insurance limits are subject to increase from time to time by such amounts as Declarant may reasonably determine is necessary or desirable, as may be evidenced by the practice of similarly situated properties in the Kansas City metropolitan area. The Owner of each Lot must furnish Declarant with a certificate evidencing the required insurance upon request.

Section 9.3. Policy Standards. All policies of insurance to be maintained by an Owner must be issued by insurance companies with a general policyholder's rating of not less than A- and a financial rating of Class X or better, as rated in the most current available *Best's Insurance Guide*, and qualified to do business in the state in which the Property is located. Certificates of

the policies of insurance must be delivered to the Declarant upon request (made no more often than annually). All policies of insurance must contain an endorsement stating that the insurance will not be cancelled or amended except upon at least 30 days' prior written notice, if available, to the Declarant sent certified mail, return receipt requested. Whenever a policy expires or terminates, renewal or additional policies must be procured and maintained by the Owner in like manner and to like extent.

ARTICLE X GENERAL PROVISIONS

Section 10.1. Burden and Benefit; Persons Bound. This Declaration will be binding upon and inure to the benefit of the Property, the Declarant and all of the Owners, and their respective successors, transferees, assigns, heirs and personal representatives, and upon any Person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise. If an Owner sells or transfers all or any portion of its interest in a Lot, the Owner will, upon the sale and conveyance of title, be released and discharged from all of its obligations as an Owner in connection with the property sold by it arising under this Declaration after its period of ownership, but will remain liable for all obligations arising under this Declaration before the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner or lienholder who acquires its interest by foreclosure, trustee's sale or otherwise) will be liable for all obligations arising under this Declaration with respect to such Lot or portion thereof during its period of ownership.

Section 10.2. Duration. Unless otherwise canceled or terminated, all of the permanent easements granted in this Declaration will continue into perpetuity. All other rights, restrictions and obligations as they relate to the use of the Property will automatically terminate and be of no further force and effect after 99 years from the Effective Date. Any obligations for maintenance, or an obligation to indemnify another party, will survive for the applicable statute of limitations with respect to bringing a claim for such obligations.

Section 10.3. Violation; Default; Right to Cure. An Owner will be deemed to be in violation of this Declaration only upon the expiration of 30 days from receipt of written notice from Declarant or any other Owner specifying the violation, unless such Owner has cured the violation specified in the notice of violation before expiration of the 30-day period. The Owner will not be deemed to be in default if the violation (except a violation for failure to pay money) is of a character as reasonably to require more than 30 days to cure and the Owner begins to cure the same within the 30-day period and thereafter pursues the cure to completion in good faith and with reasonable diligence.

Declarant or the Owner giving the notice (the "Curing Party") will have, in addition to any other remedy provided at law or in equity, or in this Declaration, the right (but not the obligation) to perform the obligation on behalf of the defaulting Owner, and the defaulting Owner must reimburse the Curing Party for the cost of curing the violation within 30 days after receipt of a billing therefor and proof of payment thereof. If the defaulting Owner does not reimburse the Curing Party within the 30-day period, the Curing Party has the right to exercise any and all rights which the Curing Party might have at law or in equity to collect same, and have a lien on the property owned by the defaulting Owner to the extent of the amount paid by the Curing Party and not reimbursed by the

defaulting Owner. Amounts expended by the Curing Party will bear interest at the rate 1.5% per month from the date of billing until paid. Such lien may be filed of record by the Curing Party as a claim against the defaulting Owner, in the form required by law, in the real property records of Jackson County, Missouri. The lien so claimed will attach from the date of recording in the amount claimed by the Curing Party, and it may be enforced and foreclosed in any manner allowed by law. The lien, when so established against the real property described in the lien, will be prior and superior to any right, title, interest, lien or claim that may be or is acquired or attached to the real property after the time of recording of the lien, but will be subordinate to the terms and conditions of any existing liens against the property.

Section 10.4. Violation Will Not Permit Termination. No violation of this Declaration by Declarant or any Owner will entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect in any manner any other rights or remedies which such Owner may have arising by reason of such breach.

Section 10.5. Enforcement; Remedies Cumulative; Waiver. Declarant and each and every Owner may enforce all easements, restrictions, covenants, liens and charges now or hereafter imposed by this Declaration, including, but not limited to, the right to enjoin any violation or threatened violation of this Declaration by any proceeding at law and in equity in a court of competent jurisdiction. The right of injunction will be in addition to all other remedies set out in this Declaration or provided by law. Except as otherwise provided in this Declaration, the various ~~rights and remedies contained in this Declaration and reserved to the Declarant and the Owners are~~ not to be construed as exclusive of any other right or remedy, but are to be construed as cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy will impair any such right, power or remedy, or be construed as a waiver of any default or non-performance, or as acquiescence therein.

Section 10.6. Notices. All notices, approvals, consents or other communications authorized or required by this Declaration must be in writing and given by personal service, by United States certified mail, return receipt requested, or by established express overnight delivery service, postage or delivery charge prepaid, and addressed to the appropriate party as provided herein. Notices to an Owner will be sent to the Person and address shown as the Owner of the respective Lot on the then current real property tax rolls of Jackson County, Missouri. Notices to Declarant are to be sent to the following address:

Trinity Real Estate Development, Inc.
3171 NE Carnegie Drive, Suite 119
Lee's Summit, Missouri 64064

The Person and address to which notices are to be given may be changed at any time by Declarant or any Owner by written notice to the other parties. All notices given pursuant to this Declaration will be deemed given upon receipt. For purposes of this Declaration, the term "receipt" means the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the Person specified above, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of

receipt of notice of refusal or notice of non-delivery by the sending party.

Section 10.7. Joint and Several Obligations. If an Owner is composed of more than one Person, the Owner's obligations are joint and several.

Section 10.8. Attorneys' Fees. If a party initiates or defends any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable) will be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees (including, without limitation, its reasonable attorneys' fees and costs on any appeal), as determined by the court.

Section 10.9. No Joint Venture or Third Party Beneficiary Rights. This Declaration is not intended to create, nor will it be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between or among the Declarant, the Owners in their respective businesses, or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprise. Each Owner will be considered a separate owner and no Owner will have the right to act as an agent for the Declarant or another Owner, unless expressly authorized to do so in this Declaration or by separate written instrument signed by the Declarant or the Owner to be charged. Except as specifically provided herein, this Declaration is not intended to create any third party beneficiary rights.

Section 10.10. Force Majeure. When a period of time is prescribed for any action to be taken by Declarant or an Owner, the Declarant or the Owner will not be liable or responsible for, and there will be excluded from the computation of the period of time, any delays due to Force Majeure.

Section 10.11. Captions and Headings. The captions and headings in this Declaration are for reference only and are not to be used to define or limit the scope or intent of any of the terms or provisions contained herein.

Section 10.12. Severability. Invalidation of any of the terms and provisions of this Declaration will result in severing such term or provision from this Declaration, and such result will in no way affect any other terms or provisions hereof, which will remain in full force and effect.

Section 10.13. Amendment. Except amendments to subject additional Declarant real property to the restrictions, covenants, conditions and easements of this Declaration, or to release any of Declarant's property from the restrictions, covenants and easements of this Declaration, this Declaration may be amended, in whole or in part, only by a written instrument signed by the Declarant and all of the Owners and recorded in the real estate records of Jackson County, Missouri. Declarant's rights of participation, consent, approval and notice, and any and all other rights reserved to the Declarant in this Declaration will not expire or terminate until the later of: (a) 2 years after the sale by Declarant of the last Lot in the Development; or (b) the date that the Declarant ceases to have any obligations under the Redevelopment Agreement.

Section 10.14. Estoppel Certificate. Upon reasonable request, each Owner or Declarant will, within 15 days after written request, promptly furnish to a requesting party an estoppel certificate in a form reasonably satisfactory to the requesting party to the effect that this Declaration

is in full force and effect, and that the Owner or Declarant is not in default under this Declaration.

Section 10.15. Rights and Obligations of Lenders or Lien Holders. If, by virtue of any right or obligation set out in this Declaration, a lien is placed upon an Owner's Lot, such lien will expressly be subordinate and inferior to the lien of any lender or other lien holder now or hereafter holding a first lien on such Lot. Any first lien holder on an Owner's Lot, and any assignee or successor in interest of such first lien holder, will be subject to the terms and conditions of this Declaration.

Section 10.16. Non-Merger. This Declaration is not subject to the doctrine of merger.

Section 10.17. Governing Law. This Declaration is governed by Missouri law, without regard to its conflicts of law provisions.

Section 10.18. Designated Declarant. Drury, Tri-City and Bell hereby designate Trinity as their agent and the party responsible for exercising all of the Declarant's rights and performing all of the Declarant's obligations under the provisions of this Declaration, including, but not limited to, reviewing and approving the design, appearance and use of all Buildings and other Improvements in the Development, providing any necessary consents and notices, enforcing the terms of this Declaration, and amending this Declaration.

[The next pages are the signature pages.]

IN WITNESS WHEREOF, Declarant has signed this Declaration as of the Effective Date.

**TRINITY REAL ESTATE DEVELOPMENT,
INC.**

By: *Mark D. Bainbridge*
Mark Bainbridge, Vice President

ACKNOWLEDGMENT

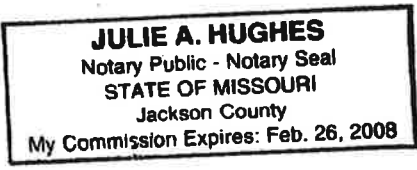
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 13 day of January, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Mark Bainbridge, known to me to be the person who executed the foregoing instrument as the Vice President of Trinity Real Estate Development, Inc., a Missouri corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.

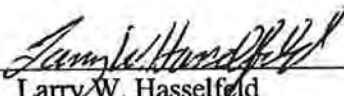
My Commission Expires:

2-26-08

Julie A. Hughes
Notary Public



DRURY DEVELOPMENT CORPORATION

By: 
Larry W. Hasselfeld
Senior Vice President and CFO

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 16th day of March, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Larry W. Hasselfeld, known to me to be the person who executed the foregoing instrument as the Senior Vice President and CFO of Drury Development Corporation, a Missouri corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.


Notary Public

My Commission Expires: 9-14-2007

DAVID E. WILSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES: SEPTEMBER 14, 2007

Declaration of Easements, Covenants, Conditions, and Restrictions – Trinity Woods
Signature Page – Tri-City Baptist Church

TRI-CITY BAPTIST CHURCH

By: *Carl D. Herbster*
Carl D. Herbster, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ~~20th~~ ^{February} day of ~~January~~, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Carl D. Herbster, known to me to be the person who executed the foregoing instrument as the President of Tri-City Baptist Church, a Missouri not-for-profit corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.

Gary L. Peltier
Notary Public

My Commission Expires: 8-11-09



GARY L. PELTIER
My Commission Expires
August 11, 2009
Jackson County
Commission #05754342

BELL DEVELOPMENT, INC.

By *Faith N. Bell*
Faith N. Bell, President

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 15th day of ~~April~~^{May}, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Faith N. Bell, known to me to be the person who executed the foregoing instrument as the President of Bell Development, Inc., a Kansas corporation, and acknowledged that she executed the instrument as her free and voluntary act on behalf of said corporation for the purposes therein stated.

DONNA L. OGLESBEE
Notary Public - State of Kansas
My Appt. Expires 2-6-2010

Donna L. Oglesbee
Notary Public

My Commission Expires: 2-6-2010

EXHIBIT A

LEGAL DESCRIPTION OF TRINITY PROPERTY

Tract 1

A tract of land situated in the south half of the northwest quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson county, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road) and west of Heartland Avenue (formerly Heartland Road), being more particularly described as follows:

Beginning at the southwest corner of said quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 (Deed 726.52 feet) feet to the **true point of beginning**, said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 848.10 feet to the westerly right of way line of Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document 1999I0021208; thence S 31°31'28"E along said right of way line a distance of 151.17 feet; thence S 34°23'13"E (Deed S 34°21'57"E) along said right of way line a distance of 100.12 feet to a point on the westerly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence S 31°31'28"E (Deed S 31°34'02"E) along said right of way line a distance of 152.92 feet to the p.c. of a curve to the right having a radius of 275.0 feet; thence along said curve and right of way line a distance of 76.51 feet (Deed 76.79 feet) to the p.t. of said curve; thence S 15°35'01"E (Deed S 15°34'02"E) a distance of 64.87 feet (Deed 68.81 feet) to a point on the northerly right of way line of Valley View Road; thence southwesterly along said right of way line on a curve to the left having an initial tangent bearing of S 70°06'36"W (Deed S 70°07'36"W), a radius of 332.94 feet, and a distance of 14.83 feet to a point on the south line of said quarter section; thence N 87°55'57"W (Deed N 87°54'57"W) along said south line a distance of 972.54 feet (Deed 967.61 feet) to the point of beginning.

Tract 2

A tract of land situated in the south half of the northwest quarter and in the south half of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road), east of Heartland Avenue (formerly Heartland Road), west of Valley View Parkway, north of Valley View Road and south of Crackerneck road, being more particularly described as follows:

Beginning at the southwest corner of said Northwest quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 feet (Deed 726.52 feet) said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way, Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 908.10 feet to the **true point of beginning**, said point being on the easterly right of way line of Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence N 58°26'26"E (Deed N 58°23'52"E) along said southeast right of way line a distance of 874.10 feet to a point on the westerly line of Valley View Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence S 76°33'34"E along last said right of way line a distance of 35.35 feet; thence S 31°33'34"E along said right of way line a distance of 490.00 feet; thence N 58°26'26"E continuing along said right of way line a distance of 60.00 feet; thence N 31°33'34"W continuing along said right of way line a distance of 65.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southerly right of way line of Crackerneck Road as described in last said documents; thence N 58°26'26"E continuing along said right of way line a distance of 222.82 feet to the p.c. of a curve to the right having a radius of 375.00 feet; thence along said curve and right of way line a distance of 196.35 feet to the p.t. of said curve; thence N 88°26'26"E continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 275.00 feet; thence along said curve and right of way line a distance of 414.80 feet to the p.t. of said curve; thence N 02°01'02"E continuing along said right of way line a distance of 126.57 feet; thence N 47°01'02"E continuing along said right of way line a distance of 35.36 feet; thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence

N 02°01'02"E continuing along said right of way line a distance of 20.77 feet (Deed 20.00 feet) to a point on the north line of the southwest quarter of the northeast quarter of said section; thence S 87°51'03"E along said north line a distance of 709.61 feet to the northwest corner of the southeast quarter of the northeast quarter of said section; thence S 87°51'03"E along the north line of last said quarter quarter section a distance of 1034.11 feet to a point on the westerly right of way line of the Chicago & Alton Railroad Company; thence S 13°58'05"E along said railroad right of way line a distance of 104.09 feet to a point that is 100.00 south of last said north line; thence N 87°51'03"W along a line that is 100.00 feet south of and parallel with said north line a distance of 198.70 feet to a point that is 450.00 feet west of the east line of last said quarter quarter; thence S 02°34'36"W along a line that is 450.00 feet west of and parallel with last said east line a distance of 450.55 feet to a point that is 770.00 feet north of the south line of said northeast quarter; thence N 88°02'47"W along a line that is 770.00 feet north of and parallel with last said south line a distance of 1363.25 feet to a point that is 500.00 feet west of the east line of the southwest quarter of the northeast quarter of said section; thence S 02°23'08"W along a line that is 500.00 feet west of and parallel with last said east line a distance of 770.02 feet to a point on the south line of last said quarter quarter section; thence N 88°02'47"W along last said south line a distance of 54.41 feet to a point on the northerly right of way line of Valley View Road; thence westerly along said right of way line on a curve to the left having an initial tangent bearing of N 62°03'32"W, a radius of 605.00 feet and a distance of 251.29 feet to the p.t. of said curve; thence N 85°51'24"W along last said right of way line a distance of 37.06 feet to the p.c. of a curve to the left having a radius of 2280.00 feet; thence continuing along said curve and right of way line a distance of 309.16 feet to the p.t. of said curve; thence S 86°22'27"W continuing along said right of way line a distance of 67.34 feet; thence S 84°50'02"W continuing along said right of way line a distance of 132.33 feet to a point that is 30.00 feet north and 30.00 feet west of the southeast corner of the northwest quarter of said section; thence N 87°55'57"W (Deed N 87°54'57"W) continuing along said right of way line a distance of 773.81 feet (Deed 773.80 feet) to the p.c. of a curve to the left having a radius of 332.94 feet; thence along said curve and right of way line a distance of 77.55 feet to a point on the easterly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence N 15°35'01"W (Deed N 15°34'32"W) along last said right of way line a distance of 64.87 feet (Deed 68.61 feet) to the p.c. of a curve to the left having a radius of 325.00 feet; thence along said curve and right of way line a distance of 90.42 feet (Deed 90.76 feet) to the p.t. of said curve; thence N 31°31'28"W (Deed N 31°34'02"W) continuing along said right of way line a distance of 152.91 feet to a point on the easterly right of way line of said Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence N 28°39'44"W along said right of way line a distance of 100.13 feet; thence N 31°31'28"W continuing along said right of way line a distance of 151.21 feet to the true point of beginning.

Tract 3

A tract of land situated in the southeast quarter of the northwest quarter and in the southwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section; thence S 87°51'03"E along the north line of said quarter quarter a distance of 40.00 feet to the true point of beginning; thence S 87°51'03"E continuing along said north line a distance of 365.45 feet to a point on the right of way line of Crackerneck Road and Valley View Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence S 02°01'02"W along said right of way line a distance of 21.23 feet (Deed 20.00 feet) thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence S 42°58'58"E continuing along said right of way line a distance of 35.36 feet; thence S 02°01'02"W continuing along said right of way line a distance of 126.57 feet to the p.c. of a curve to the right having a radius of 225.00 feet; thence along said curve and right of way line a distance of 339.38 feet (Deed 339.34 feet) to the p.t. of said curve; thence S 88°26'26"W continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 425.00 feet; thence along said curve and right of way line a distance of 222.53 feet to the p.t. of said curve; thence S 58°26'26"W continuing along said right of way line a distance of 222.82 feet; thence N 76°33'34"W continuing along said right of way line a distance of 35.35 feet; thence N 31°33'34"W continuing along said right of way line a distance of 325.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southeast right of way line of Little Blue Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners as described in Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E along last said right of way line a distance of 63.66 feet to the p.c. of a curve to the left having a radius

of 776.78 feet; thence along said curve and last said right of way line a distance of 325.49 feet (Deed 325.50 feet); thence S 55°34'04"E (Deed S 55°36'48"E) continuing along said right of way line a distance of 26.99 feet (Deed 24.14 feet) to a point on the westerly right of way line of old Selsa Road, now vacated; thence N 02°11'45"E along said vacated westerly right of way line a distance of 8.42 feet; thence S 87°48'15"E along the vacated right of way of Old Selsa road a distance of 40.00 feet to a point that is 20.00 feet south of the northwest corner of the southwest quarter of the northeast quarter of said section; thence S 87°48'15"E continuing along said vacated right of way line a distance of 40.00 feet to a point on the east right of way line of Old Selsa Road; thence N 02°11'45"E along said east right of way line a distance of 20.03 feet to the true point of beginning.

Tract 4

A tract of land situated in the northwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the southwest corner of said quarter quarter section; thence S 87°51'03"E along the south line of said quarter quarter section a distance of 1056.00 feet; thence N 02°11'45"E a distance of 30.00 feet to the true point of beginning, said point being on the north right of way line of Crackerneck Road as described in Jackson County Road Record Book 2 at Page 91; thence N 87°51'03"W along said right of way line a distance of 230.00 feet; thence N 02°11'45"E a distance of 250.00 feet; thence S 87°51'03"E a distance of 230.00 feet; thence S 02°11'45"W a distance of 250.00 feet to the true point of beginning.

Tract 5

Lots 1 thru 5, TRINITY LOTS 1-5, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof:

EXCEPTING therefrom the following tract of land as described in Document No. I-0075665 in Book I-2932 at Page 2287:

A tract of land located in the northeast quarter of the northwest quarter of Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of the northwest quarter of said section 28; thence North 81 degrees 08 minutes 59 seconds East a distance of 332.94 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 20.00 feet to the point of beginning of the tract of land to be described; thence south 81 degrees 08 minutes 59 seconds west a distance of 80.00 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 80.00 feet; thence north 81 degrees 08 minutes 59 seconds east a distance of 80.00 feet; thence south 08 degrees 51 minutes 01 seconds east a distance of 80.00 feet to the point of beginning.

Tract 6

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at point 330.00 feet North of the South line of said Quarter Quarter Section and 726.00 feet East of the West line of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West parallel with said South line a distance of 183.90 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 185.03 feet to a point that is 726.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West parallel with said West line a distance of 115.21 feet to the point of beginning.

Tract 7

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 to the **true point of beginning**; thence North 87 degrees 51 minutes 03 seconds West continuing along said South line a distance of 100.00 feet to the Southwest corner of the East eight acres of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the West line of said East eight acres a distance of 400.00 feet; thence South 87 degrees 51 minutes 03 seconds East a distance of 100.00 feet; thence South 02 degrees 23 minutes 08 seconds West parallel with said West line a distance of 400.00 feet to the point of beginning.

Tract 8

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed S 87 degrees 50 minutes 55 seconds East) along the South line of said Quarter Quarter Section a distance of 34.50 feet (Deed 34.60 feet) to the **true point of beginning**; thence North 02 degrees 08 minutes 57 seconds East (Deed North 02 degrees 09 minutes 05 seconds East perpendicular to last said line a distance of 29.89 (Deed 29.87 feet) to a point on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 249.89m (819.88 feet) right of station 23+103.612 of Route I-70; thence North 20 degrees 00 minutes 47 seconds East along said right of way line a distance of 204.35 feet to a point on the Southerly right of way line I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 188.601m (618.77 feet) right of station 23+114.659 of Route I-70; thence North 35 degrees 06 minutes 02 seconds East (Deed North 35 degrees 06 minutes 01 seconds East) along said Southerly right of way line a distance of 125.86 feet (Deed 125.87 feet) to a point that is 330.00 feet North of the South line of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed South 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance of 292.03 feet (Deed 291.94 feet) to a point that is 457.40 feet East of the West line of said Quarter Quarter Section; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 330.00 feet to a point of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed 87 degrees 50 minutes 55 seconds West) along said South line a distance of 422.90 feet (Deed 422.80 feet) to the point of beginning.

Tract 9

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter Section line a distance of 457.40 feet to the **true point of beginning**; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with the West line of said Quarter Quarter Section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East (Deed 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance 269.61 feet (Deed 268.60 feet) to a point that is 726.00 feet East of said West line; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with said West line a distance of 115.21 feet (Deed 115.22 feet) to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 332.02 feet (Deed 332.03 feet) to a point that is 1056.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 second West) parallel with said West line a distance of 201.54 feet (Deed 201.56 feet) to a point that is 280.00 feet North of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) parallel with said

South line a distance of 230.00 feet; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 280.00 feet to a point on said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) along said South line a distance of 368.60 feet to the true point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

Tract 10

A tract of land situated in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 34.50 feet; thence North 02 degrees 08 minutes 57 seconds East perpendicular to last said line a distance of 29.89 feet to the true point of beginning, said point being on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No. 2000I0011892, said point also being 249.898m (819.88 feet) right of station 23+103.612 (757+99.10 feet) of Route I-70; thence North 80 degrees 12 minutes 10 seconds West a distance of 61.38 feet to a point that is 60.00 right of station 24+71.85 of Little Blue Parkway, said point being on a curve to the left having a radius of 913.02 feet and an initial tangent bearing of North 32 degrees 38 minutes 56 seconds East; thence Northerly along said curve 60.00 right of and parallel with the centerline of said Little Blue Parkway a distance of 216.24 feet to a point that is 612.57 feet right of station 757+97.42 of I-70; thence South 70 degrees 55 minutes 14 seconds East a distance of 38.42 feet to a point on said Easterly right of way line of I-70 (now Little Blue Parkway) said point being 188.601m (618.77 feet) right of I-70 station 23+114.659 (758+35.34 feet); thence South 20 degrees 00 minutes 47 seconds West along said Easterly line a distance of 204.35 feet to the point of beginning.

Tract 11

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly described as follows;

Beginning at the Southwest corner of said Quarter Quarter section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 457.40 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with the West line of said Quarter Quarter section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East parallel with said South line a distance 84.70 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to the **true point of beginning**, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 63.07 feet to a point that is 298.20 feet right of station 762+41.59 of I-70; thence North 86 degrees 34 minutes 06 seconds East a distance of 516.49 feet to a point that is 180.00 feet right of station 767+44.39 of I-70 said point being on the Easterly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 02 degrees 11 minutes 19 seconds West along said Easterly line a distance of 56.72 feet to a point that is 236.22 feet right of station 767+51.90 of I-70, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 85 degrees 52 minutes 07 seconds West along said Southerly line a distance of 517.16 feet to the point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF DRURY PROPERTY

Tract 1

All that part of the following described tract in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 49, Range 31, in Independence, Jackson County, Missouri, lying South of U.S. Interstate Highway #70: Beginning at a point 20 poles North of the Southwest corner of said $\frac{1}{4}$ of $\frac{1}{4}$ Section; thence East 44 poles; thence North 60 poles; thence West 44 poles; thence South 60 poles to beginning EXCEPT part in Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 49, Range 31; thence North 330.00 feet; thence East 726.00 feet to the true point of beginning; thence North 206.35 feet to the South right-of-way line of I-70 Highway; thence West along said right-of-way 17.00 feet; thence Northwesterly along said right-of-way 155.00 feet; thence South 252.04 feet; thence East 183.90 feet to the true point of beginning, and EXCEPT that part taken under condemnation Suit CV97-9441 as shown in the Report of Commissioners filed as Document No. 1999-I-0080908 and in Document No. 2000-I-0011892.

Tract 2

A tract of land situated in the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, lying within the widths on the right or southerly side of the following described Route I-70 improvement centerline, to-wit: Beginning at a width of 442.91 feet at Station 759+18.48; thence decreasing uniformly to a width of 365.56 feet at Station 759+55.05; thence decreasing uniformly to a width of 298.20 feet at Station 762+41.59; thence increasing uniformly to a width of 360.71 feet at Station 762+49.93; thence increasing uniformly to a width of 442.91 feet at Station 759+18.48; containing 20,625 square feet, more or less.

The Route I-70 improvement centerline is located and described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 28, T49N, R31W; thence South $09^{\circ}47'50''$ West a distance of 462.22 feet to a point on said centerline at Station 755+93.22; thence the centerline extends South $80^{\circ}12'10''$ East a distance of 1178.28 feet to Station 767+71.50.

EXHIBIT C

LEGAL DESCRIPTION OF TRI-CITY PROPERTY

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 332.94 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 01 SECONDS EAST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT D

LEGAL DESCRIPTION OF BELL PROPERTY

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AS DESCRIBED IN DOCUMENT NUMBER 2001I 0024538, RECORDED APRIL 11, 2001 IN THE OFFICE OF THE JACKSON COUNTY DEPARTMENT OF RECORDS AND MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING S 87°51'03"E A DISTANCE OF 1151.07 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING N 87°51'03"W A DISTANCE OF 164.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER I-496753 RECORDED IN BOOK I-1163 AT PAGE 1784; THENCE N 02°23'08"E ALONG THE EAST LINE OF LAST SAID TRACT A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LAST SAID TRACT; THENCE N 87°51'03"W ALONG THE NORTH LINE OF LAST SAID TRACT A DISTANCE OF 99.21 FEET TO A POINT ON THE WEST LINE OF THE EAST EIGHT ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 02°23'08"E ALONG LAST SAID LINE A DISTANCE OF 138.60 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE I-70 AS TAKEN UNDER CONDEMNATION SUIT NUMBER 123782, AS SHOWN IN THE REPORT OF COMMISSIONERS DOCUMENT NUMBER 733591, RECORDED IN BOOK 1354 AT PAGE 275, SAID POINT BEING 180.00 FEET SOUTHERLY OF ROUTE I-70 IMPROVEMENTS CENTERLINE; THENCE S 80°12'10"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1196.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY, ST. LOUIS AND CHICAGO RAILROAD COMPANY; THENCE S 13°58'05"E ALONG LAST SAID RIGHT OF WAY LINE A DISTANCE OF 394.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG LAST SAID LINE A DISTANCE OF 1034.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG THE SOUTH LINE OF LAST SAID QUARTER QUARTER SECTION A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

LOTS LOCATED IN THE TIF DISTRICT

Lots 1-13 of Trinity, a subdivision in Independence, Jackson County, Missouri, per the recorded Plat(s) thereof

**COMMONWEALTH LAND TITLE
ATTN: DEAN HUTCHESON
2405 GRAND BLVD. # 380
KANSAS CITY, MO 64108**


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19795

Sponsor(s): Tony Miller

Date: March 26, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Amendment to Declaration of Covenants for Trinity Woods Real Estate Development along the Little Blue Trace Park</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="332 441 1209 724"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$ 0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): NA Prior Year Actual Amount Spent (if applicable): NA		Amount authorized by this legislation this fiscal year:	\$ 0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$ 0											
Amount previously authorized this fiscal year:	\$0											
Total amount authorized after this legislative action:	\$0											
Amount budgeted for this item * (including transfers):	\$0											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT											
PRIOR LEGISLATION	Prior ordinances and (date): None Prior resolutions and (date): Res # 17151 January 25, 2010											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect											
REQUEST SUMMARY	Trinity Woods is a development under construction along the south side of Interstate 70 at Little Blue Parkway in Independence. In 2009 the developer and the County exchanged two small parcels of park property needed by the developer to put in access roads on the development. The exchange followed the 6(f) conversion protocol for land purchased with Land & Water Conservation funds and Jackson County was given authorization to proceed with the property swap. The replacement property the County received in exchange was previously part of a larger development tract which carried with it a Declaration of Easements, Covenants and Conditions governing the development of the land. The County is listed as the owner of the two small replacement parcels that were included in the Declaration. The undeveloped portion of Trinity Woods is now being purchased by Lane4 Property Group. They wish to amend the Declaration prior to the purchase. In order to amend the Declaration all owners of property governed by the old Declaration must sign the Amendment of the Declaration. Lane4 is requesting that Jackson County sign the Amended Declaration. Signing the declaration will have no impact on the usability of the land owned by the County. We therefore are requesting authorization of the County Executive to sign the Amended Declaration.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS	Lane4 Request Letter; Trinity Woods Declaration Amendment; Trinity woods Parcels Owned by Jackson County; Declaration Amendment Final for Signature; Trinity Woods Declaration Map; Declaration Trinity Woods - 2007E0077445; Location Map											
REVIEW	Department Director:  Finance (Budget Approval): <i>If applicable</i>	Date: 3-19-18 Date:										

Division Manager: <i>[Signature]</i>	Date: 3.19.18
County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month term and supply contract with three twelve-month options to extend for the furnishing of roofing services for use by the Facilities Management Division of the Public Works Department to Cornell Roofing and Sheet Metal Co. of Independence, MO, under the terms and conditions of Invitation to Bid No. 4-18.

RESOLUTION NO. 19796, March 26, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 4-18 for the furnishing of roofing services for use by the Facilities Management Division of the Public Works Department to provide for departmental needs for the upcoming twenty-four month period; and,

WHEREAS, a total of seventy-nine notifications were distributed and three responses were received; and,

WHEREAS, following evaluation of the responsive bids received, the Department of Finance purchasing has recommended that the contract be split and awarded to the bidders submitting the lowest and best bids; and,

WHEREAS, the award as recommended pursuant to Invitation to Bid 4-18 would result in awards to the following bidders:

BIDDER

Cornell Roofing, Kansas City (Jackson County), MO

Sheet Metal, Kansas City, MO

and,

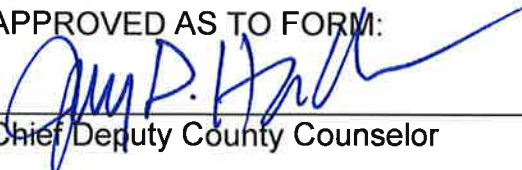
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation; now therefore,

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19796 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the 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.

3/22/18

Date



Chief Administrative Officer

	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend, for the furnishing of Roofing Services for use by the Facilities Management Division of Public Works to Cornell Roofing and Sheet Metal of Independence, MO as the best bid received.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals, 5% <input checked="" type="checkbox"/> WBE Goals, 5% <input checked="" type="checkbox"/> VBE Goals, 5%	
ATTACHMENTS	Abstract of Bids, Award Recommendation from the Department, and the pertinent pages of Cornell Roofing's bid documents	
REVIEW	Department Director: 	Date: 3-15-18
	Finance (Budget Approval):  <i>If applicable</i>	Date: 3/19/18
	Division Manager: 	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



JACKSON COUNTY Facilities Management Division

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

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Katie Bartle, Senior Buyer, Purchasing Department

Date: 03/06/2018

Subject: 4-18 Roofing Services Bid Evaluation Recommendation

Katie,

This memorandum is being prepared and submitted in response to your request for information regarding the Facilities Management Division (FMD)'s recommendation for a roofing vendor as well as an estimated dollar amount for upcoming expenditures.

After careful consideration of the three vendors whom submitted bids, Facilities would like to recommend Cornell Roofing as the lowest and best selection of the field. Aside from having the lowest bid package relative to cost, Cornell also was the most comprehensive in detailing their labor would be completed by in-house staff, as well as providing these rates. With persistent roofing issues in a few county buildings, I would estimate at least a potential \$400,000.00 spent with Cornell this year.

Your consideration in this matter is greatly appreciated.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson
Facilities Management Administrator

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

Name of Bidder: Cornell Roofing & Sheet Metal, Co.

Address with Zip Code: 901 S. Northern Blvd., Independence, MO 64053

Federal Tax I.D. Number: 43-0862224

Check One: Corporation Partnership Sole Proprietorship

If **SOLE PROPRIETORSHIP**, state name, address and phone number of owner:

N/A

If CORPORATION:

Date of Incorporation: 1927

Name of State(s) in which incorporated: Missouri & Kansas

President's Name: Mary McNamara

Vice-President's Name: Paul Coussens

Secretary's Name: Lenny Austin

Treasurer's Name: Wendi Curtis

If PARTNERSHIP:

Is the Partnership: General Limited Association (Check one)

Date of Organization:

Name and addresses of all partners:

1.

2.

3.

GENERAL INFORMATION:

Percent of work to be done under the proposed contract by your own staff: 85%

No. of Permanent Employees: 74

Geographical Limits of Operation: 200 mile radius of KCMO

No. of years in business: 91 years

Have you ever done business under a different name: Yes No (Check one)

If Yes, give Name and Location:

Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No (Check one)

If Yes, state where and why:

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No **X** (Check one)
 If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:
 Burns & McDonnell Office Expansion: \$947,361.00 Note: Additional References are available upon request.
 Menorah Medical Center Roof Replacement: \$445,203.00
 Dairy Farmers of America Office Building: \$662,095.00

List of Current Contracts, Including Amount of Each:
 Orbital ATK Structural Upgrades: \$1,785,558.00 Note: Additional References are available upon request.
 Adrian High School Storm Damage: \$1,136,144.00
 KCMO Citywide Maint & Repair Contract: \$600,000.00

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement:
 We will track certified payrolls per State of Missouri's Prevailing Wage Requirement. Please also note that we are a Union shop so our wages exceed those listed in Missouri's Prevailing Wage Order.

Customer Reference (state name, address, and phone number):
 Ken Schaefer, Burns & McDonnell, 9450 Ward Parkway, KCMO, (913) 238-3671
 Jude Willoughby, JE Dunn, 1001 Locust, KCMO, (816) 474-8600
 Scott Crain, Blue Valley School District, 15020 Metcalf Ave., Overland Park, KS, (913) 239-4000

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
IBC, Inc., (816) 220-0812	Carpentry/Street Closure	TBD	WBE
RA Construction, (816) 695-8021	Asphalt Shingle Install	TBD	MBE
MS Consulting, (913) 927-3519	Masonry Repairs	TBD	MBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):
 We currently hold the maintenance and repairs contract for the City of Kansas City, MO.

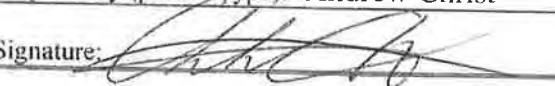
DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES _____ NO X
 African American _____ Latino _____ Native American _____ Asian _____ Pacific Islander _____

2. Woman Owned Business (WBE) YES X NO _____

3. Small Business YES X NO _____

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Andrew Christ	Title: Project Manager/Estimator
Signature: 	Date: 02/19/2018

9.0 QUOTATION

Provide a quotation for the Occupational Titles listed below. If additional Occupational Titles apply, submit an attachment with the applicable titles and quotation.

NO.	Occupational Title	Standard Time Rate M-F 8:00 – 5:00	Overtime Rate
1.0	Roofer/Waterproofer	\$ 70.91	\$ 101.86
2.0	Truck Driver – Teamster	\$ 61.48	\$ 88.31
3.0	Laborer	\$ 70.91	\$ 101.86
4.0	Sheet Metal Worker	\$ 85.09	\$ 125.29
5.0	Cement Mason	\$ 79.80	\$ 114.59

PARTS:

NO.	ITEM	
1.0	Percentage markup on materials of net cost as reflected on supplier's invoices of parts, equipment, materials, and supplies and must include any and all delivery charges.	10 %
2.0	Delivery Charge, if any, for parts orders.	\$ N/A

NOTE: Percentage mark-up for parts, equipment, materials, and supplies furnished by the subcontractors of the successful contractor shall be paid by the county only once and directly to the successful contractor and shall not exceed the percentage quoted above. The County will not pay for rental to the successful contractor for equipment, parts and supplies that are customarily used in the operation of the Successful Contractor's business.

HOURS OF SERVICE:

Indicate Normal Service Hours and Days available: Monday through Friday; 7AM - 3:30PM

Indicate Overtime Service Hours and Days available: All other time with the exception for Sunday which is double time.

Indicate name and phone number of the contact person who should receive service calls:

Name: Andrew Christ

Phone: (913) 752-7398

CONTINUED

SIGNATURE: 	DATE: 02/19/2018
NAME (PRINT): Andrew Christ	PHONE: (816) 252-8300
TITLE (PRINT): Project Manager/Estimator	CELL: (913) 752-7398
COMPANY NAME (PRINT) Cornell Roofing & Sheet Metal, Co.	FAX: (816) 252-8334
E-MAIL ADDRESS (PRINT) andrew@cornellroofing.com	
E-MAIL ADDRESS FOR PO'S (PRINT) andrew@cornellroofing.com	
URL (PRINT): www.cornellroofing.com	



Since 1927

PO Box 8568, 901 S Northern Blvd, Independence MO 64054-0568
Phone: (816) 252-8300 Fax: (816) 252-8334
WBE/DBE Certified www.cornellroofing.com

February 20, 2018

Facilities Management Division of Public Works
415 E 12th Street
Kansas City, Missouri 64106
Jackson County Courthouse, Room G-1, Ground Floor

Attn: Katie M. Bartle
Jackson County Buyer
kmbartle@jacksongov.org

RE: Roofing Services Contract (24 Month Term)

Business Profile and Legal Structure

Cornell Roofing & Sheet Metal is in Jackson County at 901 S. Northern Boulevard, Independence, MO 64053. Our Federal Tax ID is #43-0862224. We can be reached by phone at 816-252-8300, by fax at 816-252-8334 or email at Andrew@cornellroofing.com. Our website is www.cornellroofing.com.

We offer a wide range of roofing and sheet metal related services from the initial inspection all the way through to the maintenance program that will ensure your roof will last. We are approved contractors for Carlisle, Derbigum, ER Systems, Firestone, Gaco Western, GAF, Johns Manville, Progressive Materials, Sarnafil, Siplast, Suprema, Tremco and Versico roofing manufacturers and ATAS, Berridge, Centria, Firestone, MBCI, McElroy and Tremco sheet metal manufacturers. We offer maintenance programs for building owners and tenants as well as having repair crews who specialize in timely emergency repairs. We offer roof systems ranging from roof coatings to full tear off and re-roofs, with low slope roofing systems or metal panel systems, and varying in size from a few hundred square feet to hundreds of thousands.

We have 73 total employees in the Greater Kansas City Area. This consists of ten office staff, four shop workers and 59 in the field including Field Foreman and Superintendents. Six of these reside in Kansas City with the remaining living in the Greater Kansas City Area.

Cornell Roofing is an S Corporation that is certified Women Owned Small Business with Mary McNamara as the sole owner.

Attached is a letter from our surety showing our bonding capacity. Audited financial statements are available to be viewed by appointment at our offices.

All work performed in the last 2 years has conformed to all applicable prevailing wage statutes and there have been no written notices of violation or penalties assessed. Cornell Roofing & Sheet Metal is current on all Federal and State tax withholdings and unemployment insurance payments.

Cornell Roofing & Sheet Metal has not been assessed any penalties or written notices of violations as it pertains to DBE/MBE/WBE Programs. We are a WBE and DBE contractor and solicit MBE when possible. All DBE/MBE/WBE Programs requirements are met by Cornell Roofing & Sheet Metal.

Cornell Roofing & Sheet Metal has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities.

Cornell Roofing & Sheet Metal is current on all Federal and State income tax withholdings and unemployment insurance payments.

Cornell Roofing & Sheet Metal has not had any litigation or arbitration records over the last five years.

Attached is a letter from our surety showing our bond history over the past 5 years. We have not had any instances where we have failed to perform.

Experience

Two of the recent comparable contracts completed within the last 2 years are Pin Oaks Education Center and Dairy Farmers of America Headquarters. Details about each project are below.

Pin Oaks Education Center is a district location for the North Kansas City School District. On this project, we provided Asbestos abatement with onsite monitoring, by a 3rd party, during removal of the old roof system followed by installation of a new GAF modified bitumen roof system installed in hot asphalt providing a 20-year NDL warranty. We also installed new roofing related sheet metal, such as flashings, trim and gutters. Working on the project was the following personnel: Project Manager/Estimator, Project Coordination Manager, Roofing Field Superintendent, Field Foreman and ten-man crew. Our 3rd party safety consultant had one representative onsite for air monitoring during asbestos removal and disposal. The total contract was for \$596,217. We met or exceeded all contractual performance standards. For pricing, our wages are based upon Roofers Local No. 20 and Sheet Metal Workers Local No. 2 union contracts and our payment terms are 30 days. For questions about this project you can contact Mike Gerstner with RTI Consultants. He can be reached at Mike@rtic.com, 913-238-5434 or 913-649-6565.

Dairy Farmers of America was a new construction project for Dairy Farmers of America's new headquarters in Kansas City, KS. This project consisted of a new GAF EverGuard 60 mil TPO roof system, a lower roof deck with GAF EverGuard 60 mil TPO with a pedestal paver system on top of for the area to be used as a balcony, a canopy roof with GAF 60mil TPO and Mexican Beach Pebble ballast rock. We also installed all roof related sheet metal and equipment screen on the roof around HVAC units. Working on the project was the following personnel: Project Manager/Estimator, Project Coordination Manager, Roofing Field Superintendent, Field Foreman and ten-man crew. The total contract was for \$723,370 and we met or exceeded all contractual performance standards. For pricing, our wages are based upon Roofers Local No. 20 and Sheet Metal Workers Local No. 2 union contracts and our payment terms are 30 days. For questions about this project you may contact Jared Jacks with JE Dunn. He can be reached at Jared.Jacks@jedunn.com or 816-426-8861.

Key Personnel

Cornell Roofing & Sheet Metal has a large enough staff to meet the City's project requirements.

For this project the following Key Personnel would be assigned. Andrew Christ would be the GC Project Manager, Walter Geib would be the On-Site Field Superintendent, Shane Muhl would perform QC/QA Manager duties and 3E Safety is our 3rd party safety consultant and would provide a Safety officer.



Andrew Christ has been with Cornell Roofing & Sheet Metal for 4 years and lives in Olathe, KS. Andrew graduated from Kansas State University in 2008 with a Bachelor's Degree in Construction Science and Management. Before joining Cornell Roofing & Sheet Metal, Co., he worked for a large General Contractor and helped deliver various projects throughout the United States. Andrew holds several certifications, with the most notable being certified by the International Code Council

as a Commercial Building Inspector.

Walter Geib will be our On-Site Field Superintendent and has been with Cornell Roofing and Sheet Metal for 28 years. He lives in Blue Springs, MO. Wally has the following training and certifications: OSHA 30, First Aid, CPR, CERTA Torch applicator trainer, Forman/Superintendent and Safety Monitor.



Shane Muhl will be our Quality Control/Quality Assurance Manager and has been with Cornell Roofing and Sheet Metal for 6 years. Shane lives in Ottawa, KS. Shane is a national certified CERTA trainer for torching applications with over 20 years experience in the construction industry.



For safety, we have enlisted the services provided by 3-E Safety Services, LLC. Cory Rohs and Rob Morehead have assisted Cornell in establishing site specific safety plans and provide periodic safety audits to ensure constant compliance and to adapt and improve when needed. Cory Rohs has a Master's Degree in Safety from University of Central Missouri and lives in Lee's Summit, MO. Cory caters to the needs of his clients and takes pride in handling his clients every safety need with the majority of his clients being in the construction field. Rob Morehead has a Bachelor of Science in Occupational Safety and Health from the University of Central Missouri. Rob's assists with on-site job inspections, safety meeting, various training classes and writes and implements safety plans. Rob currently lives in Kansas City, MO.



Project Approach

Cornell Roofing & Sheet Metal, Co. has a firm grasp on the tasks involved with this project. We understand that the City of Kansas City, MO is looking for a construction partner to help deliver swift and efficient resolution to its roofing and sheet metal needs. Cornell Roofing and Sheet Metal, Co. has a dedicated (24/7) service department to handle any emergencies and employs a team of highly skilled Project Managers that can design and deliver roof replacement options for facilities that require such needs. Due to our advanced design build skills and current physical equipment assets, we can provide the most cost efficient and high-performance roofing solutions for the city. In the recent past, we have provided design build roof installations for many high-profile Kansas City businesses such as Bayer Corporation, Orbital ATK, and Burns and McDonnell. We partnered directly with the owner and design team to provide guidance on the roof system design, including insulation, cover boards, and membrane selection so that in the end, the owner had a quality and long-lasting solution, while maintaining their construction budget.

With any construction project that we are involved with, safety is our first-priority. Not only are we concerned with the safety of our personnel, but we are also concerned with the safety of the building tenants and public. We work directly with a third-party safety consulting team called 3-E Safety. We develop an initial safety plan and review it with 3-E Safety to ensure it conforms to the latest OSHA guidelines and provides the adequate protection for our employees and the public. Along with the initial safety plan review, 3-E Safety will provide periodic safety audits on each project at a frequency of no less than one inspection per week per project. The inspections are at random and any safety violations are identified and corrected immediately. We provide this service for any project that we work on. Due to our stringent safety protocol, we have not had any OSHA recordable accidents in 2017. Currently our EMR rating is 0.89 and the highest that it has been in the past 4 years is 0.95.

With certain projects, we understand that there is often the need for specific traffic controls. Once we identify that there is a need for traffic control, we contact and employ the services of Gun-Ko Traffic Control, Inc. We work directly with their project team to determine the necessary traffic controls required for the project and develop a traffic control plan. This plan is then submitted to the governing

agency for approval. Once the engineered traffic control plan has been approved, Gun-Ko Traffic Control, Inc. will implement the traffic control and will maintain it throughout the project.

One of the reasons that Cornell Roofing & Sheet Metal, Co. can provide accurate and efficient project delivery is our strict Quality Assurance/Quality Control Policy. We implemented a new Quality Control Policy in 2015. In this policy, we developed a strict process that must happen for each project. Specifically, we determined that there must be a project specific "job book" developed. In the "job book" it contains all the project documentation, including but not limited to, the original estimate, the project documents (i.e. plans and specifications), any RFI's, addendums, as-builts, or other changes that either occurred during the design process or during construction. Before the start of any project, the project team must take the "job book" and perform a detailed pre-installation inspection of the project site. During this pre-installation inspection, we document the existing conditions (with video), identify the specific staging areas for materials, cranes, and dumpsters, and identify the flow of the project (i.e. where will we start and finish). Once the pre-installation inspection has been completed, we start the project. Within 24 hours of the project commencement, the project team will perform an initial inspection of the installation to check for any discrepancies from the project design or unforeseen conditions. Once the initial inspection has been completed, the project team will continually inspect the installation on a weekly basis to document conformity to the project design. Please note that a member of our Superintendent team inspects the project on a daily frequency. Once the project has reached "substantial completion" the project team will perform a preliminary punch list to identify any flaws or discrepancies in the installation. After these items have been corrected, we will then call on the manufacturer's representative to perform a technical inspection of the installation. If any discrepancies are found by the manufacturer's representative, they are corrected as determined by the manufacturer's representative. Once these items are corrected, we will then contact the owner and perform a final inspection of the installation. Our Quality Control Policy is modeled off the 3-phase quality control program used by the Federal Government and the Corps of Engineers.

MBE/WBE Program

Cornell Roofing and Sheet Metal is a 100% WBE corporation certified by the City of Kansas City, Missouri. We are also certified as a Disadvantaged Business Enterprise by the U.S. Department of Transportation.

1. A few projects demonstrating our performance and compliance with MBE and WBE participation goals are the following.
 - a. In 2015 on the St. Joseph State Office Building we met MBE (10%) and SDVE (3%) participation goals and exceeded WBE (5%) goals. The total contract amount was \$498,000. We met the 10% Minority Business Enterprise with a subcontract value of \$49,700 with M.S. Consulting, LLC. Who performed masonry joint restoration on the project. We achieved the 3% Service-Disabled Veterans Enterprise with a subcontract value of \$15,000 with Black Dog Enterprises, LLC. Carpentry work and wood blocking installation was completed by Black Dog Enterprises, LLC. The remaining 87% of the

total contract amount, \$433,300, was performed by Cornell Roofing & Sheet Metal, a certified Women Business Enterprise.

- b. In 2015, we also completed the Lee's Summit Troop A Headquarters Super Site with MBE, WBE and SDVE participation goals of 10%, 10% and 3% respectively. The total contract value was \$502,800. We achieved the 3% Service-Disabled Veterans Enterprise with Black Dog Enterprises, LLC and a subcontract value of \$15,000. The 10% Minority Business Enterprise goal was met using M.S. Consulting, LLC and American Legacy Construction. M.S. Consulting, LLC performed masonry restoration and painting on the project and had a subcontract value of \$31,651. American Legacy Construction was our HVAC electrician and had a subcontract value of \$18,714. Cornell Roofing & Sheet Metal, a certified Women Business Enterprise performed 53% of the contract value with a cost of \$265,337.
- c. We are currently working on the Northwest Regional Youth Center for the State of Missouri. It has participation goals of 10% MBE, 10% WBE and 3% SDVE. The total contract amount was \$536,877. We met the 10% Minority Business Enterprise goal through RA Construction KC, LLC with a subcontract amount of \$53,688. RA Construction KC, LLC performed the steep slope asphalt shingle roof replacement. With a subcontract value of \$16,107 Black Dog Enterprises, LLC performed carpentry work and installed wood blocking, meeting the 3% Service-Disabled Veterans Enterprise goal. We exceeded the 10% WBE goal by performing 74% of the work ourselves, again, a certified Women Business Enterprise.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$15,000.00 within the 2018 General Fund to cover the cost of dues and memberships with the Missouri Association of Counties for the County's membership.

RESOLUTION NO. 19797, March 26, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 General Fund are needed to cover the costs of for the County's membership with the National Association of Counties; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 Budget within the General Fund are required to be designated for use by the Department of Finance and Purchasing for the dues and memberships; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Finance and Purchasing Department within the 2018 budget; and,

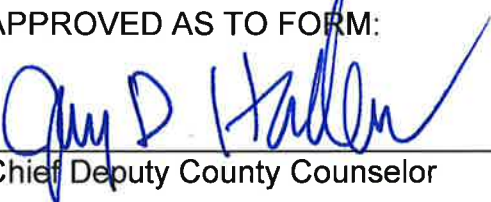
WHEREAS the County Legislature agrees that funds described in this Resolution should be made available for such use by posting to a certain budget line items in the non-departmental budget; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers or equivalent documentation/identification, to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure within the 2018 Budget, be and hereby are authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Reserve			
001-8006	56835 – Reserve Operating	\$15,000	
001-5101	56710-Dues &Memberships		\$15,000

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. 19797 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund
Reserve Operating
NOT TO EXCEED: \$15,000.00

3/22/18

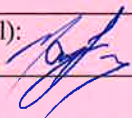
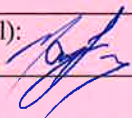
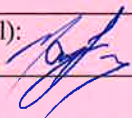
Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19797
 Sponsor(s): Dennis Waits
 Date: March 26, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>A Resolution to transfer \$15,000 from the General Fund Reserve Operating Account to the General Fund Non-Departmental Dues & Memberships Account for the county's membership in the Missouri Association of Counties.</u>															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="337 604 1523 978"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$15,000</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 style="text-align: right;">\$15,000</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><u>FROM ACCT:</u> 001-8006-56835 General Fund – Reserve - Reserve-Operating</td> <td style="text-align: right;"><u>FROM AMOUNT</u> \$ 15,000</td> </tr> <tr> <td><u>TO ACCT:</u> 001-5101-56710 General Fund – Non-Departmental - Dues & Memberships</td> <td style="text-align: right;"><u>TO AMOUNT</u> \$ 15,000</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: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$15,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$15,000	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number;		<u>FROM ACCT:</u> 001-8006-56835 General Fund – Reserve - Reserve-Operating	<u>FROM AMOUNT</u> \$ 15,000	<u>TO ACCT:</u> 001-5101-56710 General Fund – Non-Departmental - Dues & Memberships	<u>TO AMOUNT</u> \$ 15,000
Amount authorized by this legislation this fiscal year:	\$15,000															
Amount previously authorized this fiscal year:																
Total amount authorized after this legislative action:	\$15,000															
Amount budgeted for this item * (including transfers):																
Source of funding (name of fund) and account code number;																
<u>FROM ACCT:</u> 001-8006-56835 General Fund – Reserve - Reserve-Operating	<u>FROM AMOUNT</u> \$ 15,000															
<u>TO ACCT:</u> 001-5101-56710 General Fund – Non-Departmental - Dues & Memberships	<u>TO AMOUNT</u> \$ 15,000															
PRIOR LEGISLATION	Prior ordinances and (date): 5062, 12/6/2017; Prior resolutions and (date):															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Mark Lang, Budget Officer, 881-3851															
REQUEST SUMMARY	This Resolution is transferring funds from the General Fund's Reserve Operating account into the Non-Departmental, Dues & Memberships account in relation to the County's membership in the Missouri Association of Counties.															
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)															
ATTACHMENTS	Missouri Association of Counties 2018 Dues Invoice															
REVIEW	<table border="1" data-bbox="337 1686 1542 1925"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 3/14/18</td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director:	Date:	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/14/18	Division Manager:	Date:	County Counselor's Office:	Date:						
Department Director:	Date:															
Finance (Budget Approval): <i>If applicable</i> 	Date: 3/14/18															
Division Manager:	Date:															
County Counselor's Office:	Date:															

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

JUL 18 2018

**MISSOURI ASSOCIATION OF COUNTIES
2018 DUES INVOICE
JACKSON COUNTY**

1) MAC MEMBERSHIP SERVICE FEE

The membership service fee formula is as follows:

- \$11.00 per million dollars of assessed valuation for the first \$500,000,000.00; and
- \$5.00 per million dollars assessed valuation for the second \$500,000,000.00; and
- \$1.50 per million dollars for any additional millions.

Total not to exceed the sum of \$15,000.00.

TOTAL MAC MEMBER SERVICE FEE DUE:

\$15,000.00

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHECK TO:

**MISSOURI ASSOCIATION OF COUNTIES
516 E CAPITOL AVE
PO BOX 234
JEFFERSON CITY MO 65102**

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$28,036.00 within the 2018 General Fund to cover the cost of overage charges on the copy machines base contract for the Department of Corrections.

RESOLUTION NO. 19798, March 26, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has been billed for unanticipated overage charges on its base copy machine lease; and,

WHEREAS, such charges are due to an contractual increase in the base lease rate and unanticipated increased copy machine use; and,

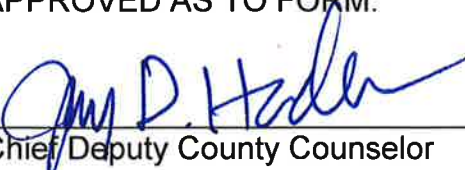
WHEREAS, a transfer is needed to place the funds necessary for these charges in the proper spending account; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	56790 – Other Contractual Svc	\$28,036	
001-2701	56641 – Copier Rental/Maint		\$28,036

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. 19798 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 2701 56790
ACCOUNT TITLE: General Fund
Corrections
Other Contractual Svc
NOT TO EXCEED: \$28,036.00

3/22/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19798

Sponsor(s): Alfred Jordan

Date: March 26, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer From Within Corrections General Fund to Accommodate 2017 and 2018 Overages on Copy Machine Base Contract and Copy Overage Fees</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$28,036</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>\$28,036</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$22,526</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 001-2701-56790 Other Contractual Services</td> <td>FROM ACCT \$28,036</td> </tr> <tr> <td>TO: 001-2701-56641 Copier Rental & Maintenance</td> <td>TO ACCT \$28,036</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): \$35,485 (includes transfers) Prior Year Actual Amount Spent (if applicable): \$40,290</p>	Amount authorized by this legislation this fiscal year:	\$28,036	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$28,036	Amount budgeted for this item * (including transfers):	\$22,526	Source of funding (name of fund) and account code number; FROM: 001-2701-56790 Other Contractual Services	FROM ACCT \$28,036	TO: 001-2701-56641 Copier Rental & Maintenance	TO ACCT \$28,036
Amount authorized by this legislation this fiscal year:	\$28,036												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$28,036												
Amount budgeted for this item * (including transfers):	\$22,526												
Source of funding (name of fund) and account code number; FROM: 001-2701-56790 Other Contractual Services	FROM ACCT \$28,036												
TO: 001-2701-56641 Copier Rental & Maintenance	TO ACCT \$28,036												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>2018 Budget Ordinance 5052 approved 12/28/17</u></p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): L.J. Scott, Asst Dir Admin 816-881-4232</p>												
<p>REQUEST SUMMARY</p>	<p>In 2017 three new copy machines were leased, two replacements and one new, in order to accommodate needs in Criminal Records, Intake and the Investigative Unit. These are all heavy use areas and required more "heavy duty" copiers. After this change, in addition to the base contract rate going up 100%, the use overage rate increased threefold. The use overage is likely due to: 1) Access codes for copiers were removed (the vendor has been directed to restore these) and 2) Inmate file copying has increased dramatically for: a) the County Counselor's offices, and b) private attorneys filling in for the Public Defender's offices. The 2018 budget account line for copy machine leasing was inadvertently left at the 2017 rate, not accommodating these increases.</p>												
<p>CLEARANCE</p>	<p><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)</p>												

ATTACHMENTS		
REVIEW	Department Director: <i>Deanna Turner</i>	Date: <i>3/13/18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>3/14/18</i>
	Division Manager: <i>SSB</i>	Date: <i>3/20/18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$210,900.00 within the 2018 General Fund, \$37,050.00 within the 2018 Health Fund, and \$37,050.00 within the 2018 Anti-Drug Sales Tax Fund, and awarding a Consulting Services contract for the feasibility and master plan effort for the Jackson County Criminal Justice System to HDR/Shive-Hattery of Omaha, NE, and Des Moines, IA, under the terms and conditions of Request for Qualifications No. 94-17, at an initial cost to the County not to exceed \$285,000.00.

RESOLUTION NO. 19799, March 26, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Department of Finance and Purchasing issued Request for Qualifications (RFQ) No. 94-17, seeking response from qualified firms interested in providing consulting services for the County’s feasibility and master plan efforts for the County’s criminal justice system; and,

WHEREAS, a total of forty notifications were distributed and four responses were received, with the top three firms identified as follows:

<u>RESPONDENT</u>	
HDR/Shive-Hattery Omaha, NE and Des Moines, IA	36
HOK Kansas City, MO	33
CGL Fayetteville, GA	32

and,

WHEREAS, the respondents were evaluated on the basis of data collection, systemic analysis, application of data to indicate long-term solutions, and the implementation of a

master plan; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a contract for consulting services for the feasibility and master plan efforts for the Jackson County, Missouri Criminal Justice System to HDR/Shive-Hattery of Omaha, NE, and Des Moines, IA, under the terms and conditions of RFQ No. 94-17, as the submitter of the best proposal received; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Accounts within the 2018 General Fund, Health Fund, and Anti-Drug Sales Tax Fund are needed to award a consulting services contract for the feasibility and master plan effort; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal

5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the General Fund, Health Fund, and Anti-Drug Sales Tax Fund, are required to be designated for use by the Finance and Purchasing Department for feasibility and master plan efforts; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Finance and Purchasing Department within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the non-departmental budget; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers or equivalent documentation/identification, to accomplish posting of the funds in County's budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby are authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Reserve 001-8006 Non-Departmental 001-5101	56835 – Reserve Operating	\$210,900	
	56790 – Other Contractual Svc		\$210,900
Health Fund Reserve 002-8006 Non-Departmental 002-5102	56835- Reserve Operating	\$37,050	
	56790- Other Contractual Svc		\$37,050
Anti-Drug Sales Tax Fund Reserve 008-8006 Non-Departmental 008-5108	56835- Reserve Operating	\$37,050	
	56790- Other Contractual Svc		\$37,050

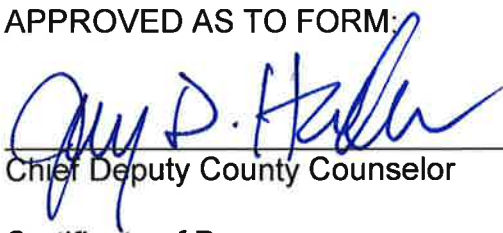
and,

BE IT RESOLVED that a contract be awarded as recommended by the Department of Finance and Purchasing and that the Department be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payments 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. 19799 of March 26, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund
Reserve Operating
NOT TO EXCEED: \$210,900.00

ACCOUNT NUMBER: 002 8006 56835
ACCOUNT TITLE: Health Fund
Reserve Operating
NOT TO EXCEED: \$37,050.00

ACCOUNT NUMBER: 008 8006 56835
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Reserve Operating
NOT TO EXCEED: \$37,050.00

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 5101 56790
ACCOUNT TITLE: Non- Departmental
Other Contractual Svc
NOT TO EXCEED: \$210,900.00

ACCOUNT NUMBER: 002 5102 56790
ACCOUNT TITLE: Non- Departmental
Other Contractual Svc
NOT TO EXCEED: \$37,050.00

ACCOUNT NUMBER: 008 5108 56790
ACCOUNT TITLE: Non-Departmental
Other Contractual Svc
NOT TO EXCEED: \$37,050.00

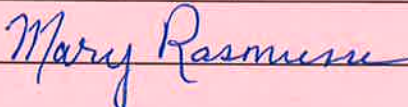
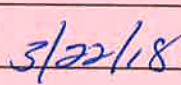
3/22/18
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19799
 Sponsor(s): Scott Burnett
 Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$285,000 from the Reserve Accounts of the General, Health and Anti-Drug Funds and authorizing the Award of a Contract for Consulting Services for the Feasibility and Master Plan Effort for the Jackson County, Missouri Criminal Justice System to HDR/Shive-Hattery of Omaha, Nebraska and Des Moines, Iowa under the terms and conditions of Request for Qualifications No. 94-17.</u></p>																										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$285,000</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 style="text-align: right;">\$285,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$285,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td colspan="2">TRANSFER FROM:</td> </tr> <tr> <td>001-8006-56835 General Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$210,900</td> </tr> <tr> <td>002-8006-56835 Health Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$37,050</td> </tr> <tr> <td>008-8006-56835 Anti-Drug Sales Tax Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$37,050</td> </tr> <tr> <td colspan="2">TRANSFER TO:</td> </tr> <tr> <td>001-5101-56790 General Fund, Non-Departmental, Other Contractual Services</td> <td style="text-align: right;">\$210,900</td> </tr> <tr> <td>002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services</td> <td style="text-align: right;">\$37,050</td> </tr> <tr> <td>008-5108-56790 Anti-Drug Sales Tax Fund, Non-Departmental, Other Contractual Services</td> <td style="text-align: right;">\$37,050</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:	\$285,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$285,000	Amount budgeted for this item * (including transfers):	\$285,000	Source of funding (name of fund) and account code number:		TRANSFER FROM:		001-8006-56835 General Fund, Reserve, Reserve Operating	\$210,900	002-8006-56835 Health Fund, Reserve, Reserve Operating	\$37,050	008-8006-56835 Anti-Drug Sales Tax Fund, Reserve, Reserve Operating	\$37,050	TRANSFER TO:		001-5101-56790 General Fund, Non-Departmental, Other Contractual Services	\$210,900	002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services	\$37,050	008-5108-56790 Anti-Drug Sales Tax Fund, Non-Departmental, Other Contractual Services	\$37,050
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PRIOR LEGISLATION	<p>Prior ordinances and (date): 5062, 12/6/2017; Prior resolutions and (date):</p>																										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																										
REQUEST SUMMARY	<p>Jackson County, Missouri requires Consulting Services for the Feasibility and Master Plan efforts for the Jackson County, Missouri Criminal Justice System. The Consulting Services include: Data Collection, Systemic Analysis, Applying data to indicate a long term solution, and the implementation of a Master Plan. In response to those requirements, the Purchasing Department issued Request for Qualifications No. 94-17.</p> <p>A total of forty notifications were distributed and four responses were received and evaluated. The top three Respondents were interviewed and following are the scores and ranking:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Respondent and Respondent Location</th> <th>Average Score</th> <th>Ranking</th> </tr> </thead> <tbody> <tr> <td>HDR/Shive-Hattery, Omaha, NE and Des Moines, IA</td> <td style="text-align: center;">36</td> <td style="text-align: center;">1</td> </tr> <tr> <td>HOK, Kansas City, Missouri</td> <td style="text-align: center;">33</td> <td style="text-align: center;">2</td> </tr> <tr> <td>CGL, Fayetteville, GA</td> <td style="text-align: center;">32</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a contract for Consulting Services for the Feasibility and Master Plan Effort for the Jackson County, Missouri Criminal Justice System to HDR/Shive-Hattery of Omaha, NE and Des Moines, IA under the terms and</p>	Respondent and Respondent Location	Average Score	Ranking	HDR/Shive-Hattery, Omaha, NE and Des Moines, IA	36	1	HOK, Kansas City, Missouri	33	2	CGL, Fayetteville, GA	32	3														
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	<p>conditions of Request for Qualifications No. 94-17 as the best proposal received. After the selection of the best proposal, pricing was negotiated and is included in the Award Recommendation.</p> <p>The Department of Finance and Purchasing also requests the transfer of \$285,000 from Reserve Accounts within the General Fund, Health Fund and the Anti-Drug Sales Tax Fund as follows:</p> <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">TO:</td> </tr> <tr> <td>001-8006-56835 General Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$210,900</td> <td></td> </tr> <tr> <td>001-5101-56790 General Fund, Non-Departmental, Other Contractual Svc</td> <td></td> <td style="text-align: right;">\$210,900</td> </tr> <tr> <td>002-8006-56835 Health Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$37,050</td> <td></td> </tr> <tr> <td>002-5102-56790 Health Fund, Non-Departmental, Other Contractual Svc</td> <td></td> <td style="text-align: right;">\$37,050</td> </tr> <tr> <td>008-8006-56835 Anti-Drug Sales Tax Fund, Reserve, Reserve Operating</td> <td style="text-align: right;">\$37,050</td> <td></td> </tr> <tr> <td>008-5108-56790 Anti-Drug Sales Tax Fund, Non-Departmental, Other Contractual Svc</td> <td></td> <td style="text-align: right;">\$37,050</td> </tr> </table>			FROM:	TO:	001-8006-56835 General Fund, Reserve, Reserve Operating	\$210,900		001-5101-56790 General Fund, Non-Departmental, Other Contractual Svc		\$210,900	002-8006-56835 Health Fund, Reserve, Reserve Operating	\$37,050		002-5102-56790 Health Fund, Non-Departmental, Other Contractual Svc		\$37,050	008-8006-56835 Anti-Drug Sales Tax Fund, Reserve, Reserve Operating	\$37,050		008-5108-56790 Anti-Drug Sales Tax Fund, Non-Departmental, Other Contractual Svc		\$37,050
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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 checked="" type="checkbox"/> MBE Goals – 5% <input checked="" type="checkbox"/> WBE Goals – 5% <input checked="" type="checkbox"/> VBE Goals - 5%																						
ATTACHMENTS	The Abstract of Bids, Recommendation of Award and the pertinent pages of HDR/Shive-Hattery's proposal.																						
REVIEW	Department Director: Finance (Budget Approval): <i>If applicable</i> Division Manager: County Counselor's Office:	Date: Date: Date: Date:																					
																							

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

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

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

MEMORANDUM

To: Barbara Casamento, Purchasing Administrator

From: Mark Trosen, Deputy Chief Operating Officer

Date: February 28, 2018

Re: RFQ 94-17 Committee Evaluation and Recommendation

On January 9, 2018, Jackson County Finance and Purchasing Department received four qualified responses to the Request for Qualifications No. 94-17 for the Feasibility and Master Plan for the Jackson County, Missouri Criminal Justice System. The four responses were led by the following firms: CGL Companies, HDR/ShiveHattery, HOK and Matrix Consulting Group.

An Evaluation Committee was composed with representatives from: County Auditor Office, Corrections Department, County Executive Office and Public Works/Facilities Department.

CGL Companies, HDR/ShiveHattery and HOK were identified for interviews by the Committee. The Committee's evaluation scores based on Proposed Method of Performance, Experience and Qualifications, Project Management Team and References after the interview process ranked the firms as follows:

- 1) HDR/ShiveHattery
- 2) HOK
- 3) CGL Companies

The HDR/ShiveHattery Team includes Urban Institute, Further the Work, Falcon Inc. and MJ Martin, Inc.

The Evaluation Committee and HDR/ShiveHattery have agreed on a Scope of Services, terms and pricing. I have attached ShiveHattery's letter dated February 27, 2018 which outlines the Scope of Services, schedule and pricing.

The RFQ specified three phases with two notice to proceeds:

Phase I and Phase II under Notice to Proceed 1

Phase III under Notice to Proceed 2

Based on the qualifications/experience of the consultant team, the necessity of the scope of work and the reasonableness of the fee proposal, the Evaluation Committee unanimously recommends that the HDR/ShiveHattery team be awarded the contract for RFQ 94-17 at a total fee not to exceed \$400,000 with a split for Phases I and II services at \$285,000 and Phase III services at \$115,000.

27 February 2018

Office of Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

Re: Fee Proposal - RFQ No. 94-17 – Feasibility and Master Plan effort for the Jackson County, Missouri
Criminal Justice System

Dear Legislatures,

First, let us say how excited our team was to hear we were the unanimous selection of the interview committee to provide the next step of services in your project. Our team members have committed careers focused on assisting counties, just like yourselves, to improve their criminal justice systems to better serve their communities, and we don't take lightly the trust you've placed in us to help you move this project forward successfully.

We have had very positive and productive conversations with Mark Trosen and Brian Gaddie, regarding scope of services and corresponding fee. As we visited, it was apparent our team was considering a 'highly involved approach with fully implementation considerations' for which Jackson County was either prepared for or had budgeted for, at this time. As a result Mark and Brian were able to help us understand, from the county's perspective, the important team services we offered and the critical elements the County needed moving forward and asked that we visit with our team to discuss what an "appropriate level of services and recommendations" might look like for Phase I, II, and III scope at this time over the course of the next six months. Of course we are committed to maintaining the key outcome expectations associated within each phase of service. The services our team is intending to provide will define short term considerations, and intentionally will create long-term outcomes and opportunities for systemic change. Our team believes that there are real opportunities to provide staff and inmates with better outcomes that will emerge. Further we anticipate that 'more involved follow-up actions' will be needed in several key areas. When appropriate, we welcome the opportunity to address and implement the results that emerge from Phase I, II, and III efforts. Along the way, we will look for ways to support the community and those connected to the justice system with the services needed to implement the systemic changes you ultimately support.

As we shared this with our team they completely understood, and have worked hard to align the critical services Jackson County needs with a fee more in-line with what the county has budgeted, for this phase of work. Some of the items we discussed included; the desire to provide short term deliverables in the first 3 months based on some of the CRA Audit recommendations, the value of understanding staffing and operations, looking at a more compressed time-frame, monthly meetings vs. more frequent meetings and definite need to address mental health in the jail.

As we look at the "appropriate level of services and recommendations" that aligns our discussions, we offer the following, to give clearer definition of services our team is proposing. This outline aligns with, '4.0 Preliminary Anticipated Schedule and 5.0 Scope of Services.' in the RFQ. In this outline we have identified team members who would lead providing services: *Shive-Hattery (S-H)*, *HDR*, *Urban Institute (Urban)*, *Falcon Inc. (Falcon)*, *Further the Work (FTW)* and *Mark Martin (MM)* in the left hand margin. Other team member will collaborate and participate as required. Additionally, comments clarifying expectations to the scope of work have been include in *italics*. Additionally Appendix A is an internal written narrative the team created, that we overlaid with the RFQ, to clearly identify the services being included. Some may find this helpful.

Project #11111111



4.0 PRELIMINARY ANTICIPATED SCHEDULE – Revised

Contract Negotiations	Mid January 2018	Mid-February 2018
Award Process	Late January 2018	Targeted: February 28, 2018
Notice to Proceed 1	Early February 2018	Estimated: March 15, 2018
Phase I/II Results	March 2018	Estimated: July 12, 2018
Notice to Proceed 2	April, 2018	Estimated: July 26, 2018
Phase III Results	May, 2018	Estimated: Sept 13, 2018
Final Documentation	June 2018	Estimated: Sept 27, 2018

5.0 SCOPE OF SERVICES

5.1 Phased Three-Part Scope with Two Notice to Proceeds:

- 5.1.1 Phase I and Phase II under Notice to Proceed 1.
- 5.1.2 Phase III under Notice to Proceed 2.

5.2 Phase I: Data Collection and Systemic Analysis of the Criminal Justice System

- Urban** **5.2.1** Phase I will result in the shared understanding of the current state of the Criminal Justice System of Jackson County. This analysis, while at a high level, will assist with progressive phases within the various focus areas and answer the questions related to functional relationships and needed improvements.
- Urban / S-H** **5.2.2** Analyze the collected data concerning the state, function and need of the current system by way of, but not limited to, performing interviews (*when appropriate to arrive at a common understanding of the data and conditions*), collection and analyzing data and holding policy discussions and prepare for data application in the Feasibility Phase.
Comment: Utilizing owner collected data with interviews held as needed on a monthly basis, as requested, over a three month period.

5.3 Phase I Scope:

- MM (Staffing Assessment)** **5.3.1.** Understanding the Operational Procedures of the Criminal Justice System related to:
 - MM** **5.3.1.1** Inmate Management, *assessment will look at management groups:*
 - 5.3.1.1.1 Work Release
 - 5.3.1.1.2 Weekenders
 - 5.3.1.1.3 Inmate Trustees
 - 5.3.1.1.4 *General and Administrative populations*
 - FTW** **5.3.1.5** (Overview) of possible alternatives to incarceration
 - Falcon** **5.3.1.6** Infirmary, medical and mental health in the jail
 - FTW** **5.3.1.7** Jail programs to reduce recidivism – with focus on reentry Opportunities
 - HDR (Assisted by S-H)** **5.3.1.8** Interaction with County Court Facilities
 - S-H (Assisted by HDR)** **5.3.1.9** Interaction with State prisons

- S-H (Assisted by Team)**
- 5.3.1.10 Hold Interviews:**
 - 5.3.1.10.1 DOC Staff
 - 5.3.1.10.2 Prosecutors
 - 5.3.1.10.3 Judges
 - 5.3.1.10.4 Key Stakeholders
 - 5.3.1.10.5 Community Engagement
 - 5.3.1.10.6 Public Defender
 - 5.3.1.10.7 Probate and Parole
 - 5.3.1.10.8 Sheriff
 - 5.3.1.10.9 Law Enforcement Agencies
 - 5.3.1.10.10 Crisis Intervention Center
 - 5.3.1.10.11 Mental Health Foundation
- S-H (Assisted by MM & HDR)
HDR / S-H**
- 5.3.1.11 Collect and analyze offender profile information**
 - 5.3.1.11.1 Formulate projections from data (*utilizing JMS data, and consultant team member expertise to formulate the profile direction.*)**
 - 5.3.1.11.1.1 Historical patterns in crime rates
 - 5.3.1.11.1.2 Local jurisdictions' arrest records and arrest rates, admissions, bookings, and releases
 - 5.3.1.11.1.3 Length of stay
 - 5.3.1.11.1.4 Use of alternative placement, diversion, and recidivism rates
 - 5.3.1.11.1.5 Any additional information which affects the jail population and can assist in profiling it to establish its criminal, adjudication, behavioral, social and demographic characteristics
- HDR/FTW:**
- 5.3.1.12 Review of data of characteristics of the offender population, considering; list of currently available system detention and program resources, overview of the impact of correctional policies and practices on the offender population, the workload involved in this process, system capacity needs, and recidivism.**
- Urban/FTW:**
- 5.3.1.13 Assess the local justice system process, from arrest to sentencing, placements, and aftercare. Identify system inefficiencies, redundancies, and gaps to indicate streamlining opportunities.**
- Urban/FTW/S-H:**
- 5.3.1.15 The Justice System Analysis shall provide recommendations, where possible, for the following outcomes:**
 - 5.3.1.15.1 Ensure transparency and continuum are in place such that implementation of recommendations and systems responses of this nature are based on the needs of protecting the public, the appropriate care of inmates and those incarcerated in the system, and reduce recidivism not merely based on what is currently available.**
 - 5.3.1.15.2 Develop offender management and strategy that expedites adjudication.**
 - 5.3.1.15.3 Reduce system delays, redundancies, and inefficiencies which impact court calendars, system**

workload, bed needs, probation supervision, and community placement resources.

- 5.3.1.15.4 Develop an ongoing data collection process to inform and guide future policy and funding decisions.

5.4 Phase II: Feasibility: Applying Criminal Justice System data Analysis to indicate long-term solution.

- S-H/HDR 5.4.1** The intent of Phase II is to result in a recommendation strategy, utilizing collected data and industry standards, by which to program long term solutions.
- S-H/HDR 5.4.2** Apply the data analysis and answer questions of feasibility to satisfy indicated need. Discover and deduce how the current system can improve to inform either the reprogramming of the existing facility or programming a new facility.
- S-H/HDR 5.4.3** These answers should indicate one of the following:
- 5.4.3.1 The clear and present need to build a new system of rehabilitate the existing. *Comment: Comparative cost analysis based on industry standards for the specific market will be provided for existing conditions and new considerations. Industry Cost-Benefit (reasoning) will be done at a high level to support feasibility recommendations. Detailed Cost-Benefit may not be possible without a detailed supportive data analysis.*
- 5.4.3.2 A range of findings indicative of pros and cons to either building a new or extending existing, thus requiring benefit-cost reasoning (on a cost per day basis) in order to reach a decision on how to proceed in Phase III.
- 5.4.3.3 *To the extent possible, evidence that internal restructuring endeavors can allow for the revised function and preservation of the existing facility.*

5.5 Phase II Scope:

- All 5.5.1** Formulate a system mission statement to clarify purpose, goals, and objectives of the jurisdiction.
- MM/HDR 5.5.2** Outline the first cost estimate checkpoints (*industry benchmarks*) for optimization of operations and staffing needs and formulate an implementation strategy and timeline, accounting for the prospect of this occurring in either the existing facility or in a new facility.
- S-H 5.5.3** *Utilizing previous Facility Assessment Report, perform an analysis of the ability of existing facilities.*
- S-H /HDR 5.5.4** Consider cost per day to run existing facility vs new facility. *Including,*
- 5.5.5 Transportation Cost Analysis (if applicable to options being considered).*
- S-H /HDR 5.5.6** Concerning the Offender Population, *provide recommendations for the implementation of adjustments to policies and resources necessary to reduce recidivism and optimize system effectiveness. At a high level we will provide optimization recommendations in order to translate a more effective use and function of the existing facility or inform programming of a new facility. Update projections for facilities needs in and out of custody programming, community placement and aftercare, and other system needs.*
- FTW 5.5.7** Evaluate alternatives to current housing options *excluding* costs of alternatives.
- Falcon 5.5.8** Consider implementing a "Treatment Center" on existing of new site in order to reduce incarceration. *(Involvement is limited to recommendations on best practice*

- outcomes for a Treatment Center).*
- 5.5.8.1 Understand what needs are for Mental and Medical Healthcare Services.
- 5.5.8.3 - *This has been moved to Phase III, assessment outlining basic concepts.*
- 5.5.8.4 Placing people in less costly program.
- FTW / Falcon
- FTW / Falcon 5.5.9 Identify various system inefficiencies, redundancies, and gaps to indicate streamlining opportunities that would be affected positively through consideration of spatial changes as opposed to strictly operational changes.
- S-H / HDR 5.5.10 It is anticipated that this Team will use their expertise to investigate all aspects of the jurisdiction's criminal justice system based on data received input provided throughout the course of this assessment to provide a comprehensive recommendation:
- 5.5.10.1 Evaluating the system
- 5.5.10.2 Recommending improvements and changes to the system to better manage the jail population and court system both through incarceration services and alternative programs to better care for inmates and protect County personnel and interests.
- S-H/HDR 5.5.11 Make recommendations regarding facilities (Part of Phase III)
- 5.5.11.1 Need of new facilities
- 5.5.11.2 Need of modified facilities
- 5.5.11.3 *Based on Industry standards:* New or existing locations, square footage needs, proximities, logistics, etc. for both the jail and the court, etc., in order to provide appropriately for the needs of offenders such that recommendations made by this assessment can be properly administered, and were developed based on the findings therein.
- S-H/HDR 5.5.12 General Analysis of the following and how optimization of these items will impact the existing facility and the consideration of a new facility:
- 5.5.12.1 **Offender population management (primary focus)**
- 5.5.12.2 **Alternatives to incarceration (primary focus)**
- 5.5.12.3 Jail facilities needs and services
- 5.5.12.4 Mental health court (part of courts)
- 5.5.12.5 Drug court (part of courts)
- 5.5.12.6 **Medical care (primary focus)**
- 5.5.12.7 **Mental health care (in facility and aftercare) (primary focus)**
- 5.5.12.8 Housing out vs building new
- 5.5.12.9 Parole and probation
- 5.5.12.10 Tether and work release
- 5.5.12.11 Appropriateness of support facilities
- 5.5.12.12 Sentencing practices
- 5.5.12.13 Community relations
- 5.5.12.14 Prosecuting Attorney staffing
- 5.5.12.15 **Health staffing (primary focus)**
- 5.5.12.16 **Mental Health staffing (primary focus)**

- 5.5.12.16.1 **Staffing of other relevant departments and divisions (*primary focus*)**
- 5.5.12.17 **Police agency interaction (*primary focus*)**
- 5.5.12.18 Best practices relocation of programs
- 5.5.12.19 Adequacy of current facilities: jail, courts, services provided in the jail
- 5.5.12.20 Jail forecast
- 5.5.12.21 Population management plan
- 5.5.12.22 **Interaction between the court and the jail (*primary focus*)**
- 5.5.12.23 Services and needs of female inmates

Per request, our team's primary focus/recommendations will be in 5.5.12.1, 5.5.12.2, 5.5.12.6, 5.5.12.7, 5.5.12.15, 5.5.12.16, 5.5.12.17 and 5.5.12.22 areas. Secondary recommendations, of the other items 5.5.12.3 through 5.5.12.23 will be provided, based on inmate profile group assessment wherever possible.

Fundamentally, our Team will work to identify, assess, and document existing facility conditions and constraints that may negatively impact effective operations and proper management and care of inmates in the JCDC. We will work with DOC staff to explore opportunities for facility and operational improvements that will, in the short term, begin to address issues raised in the CRA Assessment. This analysis will also be the basis for evaluation of the JCDC for reuse to meet future inmate needs.

5.6 Phase III: Master Plan Initiative: Selecting a Decision for Long Term

- S-H/HDR 5.6.1** Phase II will initiate implementation of the selection of one of two master plan solutions.
 - 5.6.1.1 A plan to institute the restoration, fortification, enhancement, and/or a partial demolition and reconstruction at the existing facility complex at its current location to meet evident needs, achieve long term accreditation and extend its lifetime through an additional 30-50 year period.
 - 5.6.1.2 Usher in the plan to pursue locating, designing, and construction a new facility complex.

5.6 Phase III Scope:

- S-H/HDR 5.7.1** Provide assistance communications and implementing recommendations based on the feasibility study findings. Conduct assessments in a transparent manner with the appropriate considerations of such entities not to be limited to the members of the Jail Task Force and the public, providing clarity and understanding of the issues. Our strategic communication component for this project will be straight-forward and consistent to support the county communication objectives. By assisting with strategic communications we will establish the need and breath of the communications program, as well as provide tactical recommendations that will support the overall work of the team.

We will seek public input during the assessment process, if and when appropriate, by utilizing a method or methods to encourage community involvement and input. Seek public, task force and subject matter input in developing potential solutions for inmate management, service delivery and the facility needs of the jail, law enforcement and the courts.

- S-H/HDR** **5.7.2** For either option in the Master Plan Initiative, the following scope information will be necessary in order to promote accurate spatial sizing and address spatial function needs projections (*Using Industry Standard programming for final "right-sized" solution*):
- S-H/HDR** **5.7.2.1** Inmate capacity projections
- 5.7.2.2** Inmate capacity Housing, Kitchen, Laundry and Infirmary Needs
- Mark Martin** **5.7.2.3** Staffing Projections
- S-H/HDR** **5.7.2.4** County Jail and co-joined Criminal Court space needs
- HDR / FTW** **5.7.2.5** Choice to implement a Treatment Center (*Benchmark programming detailed program would be future work when implemented.*)
- 5.7.2.5.1** (Added from 5.5.8.3) Initial understanding of whether this can occur at current complex or if a new facility must be possible in order to achieve this: consider projected necessary number of beds and space needed for programming these services and housing equipment.
- 5.7.2.5.1.1** Mental health support
- 5.7.2.5.1.2** Detox space
- 5.7.2.5.1.3** Drug treatment space
- S-H** **5.7.2.6** Hold stakeholder interviews to understand spatial needs:
- 5.7.2.6.1** Jail Administration
- 5.7.2.6.2** Inmate Programs
- 5.7.2.6.3** Commissary
- 5.7.2.6.4** Intake/Booking
- 5.7.2.6.5** Transfer/Transport
- 5.7.2.6.6** Public Visitation
- 5.7.2.6.7** **Attorney Visitation**
- 5.7.2.6.8** Kitchen/Laundry
- 5.7.2.6.9** Warehousing
- 5.7.2.6.10** Maintenance
- 5.7.2.6.11** Information Technology
- 5.7.2.6.12** Safety and Security
- 5.7.2.6.13** **Prosecutor**
- 5.7.2.6.14** **Courts/Judges**
- 5.7.2.6.15** **Sheriff**
- 5.7.2.6.16** Kansas City, Missouri Police Department
- S-H/HDR** **5.7.3** **For the New Build Alternative:**
- S-H** **5.7.3.1** Evaluate potential jail site options:
- 5.7.3.1** Site Access
- 5.7.3.2** Utilities/Infrastructure
- 5.7.3.3** *Adequate Area/Location/Adjacencies*
- S-H / HDR** **5.7.3.2** Creation of space programming and planning for the square footage needs of facility inhabitants and stakeholder factions: (*Industry Standard programming for final "right-sized" solution*).

- 5.7.3.2.2 Conceptual Design Images (to represent flow and function visuals) *Block diagrams*
- 5.7.3.2.3 Site Plans *Block diagrams*
- 5.7.3.2.4 Concept Plans – *Illustrating Housing Unit configuration options*
- 5.7.3.2.5 Exterior Elevations or Imaging *using Industry Standards*

- S-H / HDR 5.7.4 Create cost summary overview with cost estimations
- S-H / HDR 5.7.5 Facilitate discussion/consideration of construction delivery method
- S-H / HDR 5.7.6 As a part of our communications assistance in Public Education and Information program to provide transparency, we will provide collateral material, and participate with town-hall presentations for the public.
- S-H / HDR 5.7.7 Presentation Materials and Deliverables: We will provide hardbound copies and electronic formats summarizing narratives, concepts, and diagrams indicative of the master plan phases.

Overview of, projection of capacity and square foot needs - Jail & Treatment Center

Based on recommendations from the consultant team, we will prepare capacity projections and facility square foot needs for treatment center and jail needs. The square foot projections will be based on industry standards and will consider key operational concepts including:

- Housing Density - Inmate to staff ratios
- Preferred & Appropriate Supervision Modes - Supervision modes may include intermittent supervision, indirect (pod-remote) supervision, and/or direct supervision
- Housing Types - Dormitories, multiple-occupancy cells, and single-occupancy cells
- Visitation - Review advantages of video visitation to reduce staffing requirements
- Movement to Court - Review advantages of video arraignment and video court hearing appearances
- Location of Program Spaces - Review location of programming and exercise spaces to locate them at housing areas to minimize inmate movement and improve staff efficiency

Overview of Master Planning Option Development and Evaluation

Working with the County leadership and key stakeholders, we will develop a series of options with the pros and cons of each identified. Each option or concept will be assessed relative to capital cost/benefit analysis, staffing cost/benefit analysis, phasing, schedule, and mission statement. Reuse of the existing jail will be analyzed.

Site test fits for each option will be prepared for each option by HDR to understand how the site and building can be developed. Key considerations to be evaluated include site access, stacking (if necessary), adjacencies, and future growth/expansion.

For each option, the consultant will develop the following for the County's review:

- Test fits and preliminary design concepts
- Phasing approaches (if necessary)
- Capital cost estimates
- Preliminary staffing estimates
- A review of the option's ability to meet project goals
- A review of the option's ability to improve efficiencies
- A review of the option's ability to meet long-term needs

Our team is prepared to provide the above limited or “appropriate level of services and recommendations” that aligns our discussions of services, for the budgeted amount of **Four Hundred Thousand Dollars (\$400,000.00)**. As stated above we believe engaging us in this effort will systemically move Jackson County in the directions to right size your jail and treatment center needs. As requested, our estimated fee split for Phase I and II services is \$285,000 of the \$400,000 fee. Subsequently, the Phase III fee is estimated at \$115,000.

Related to this scope proposal is the elevation of a Supplemental Communications Plan for Stephanie White with HDR we discussed at our interview. While the RFQ outlines PR/communication services in Phase III, 5.7.1, 5.7.6 and 5.7.7 which we have incorporated communication services into this response; we feel strongly that a more detailed strategic communications approach maybe needed, that there is great value with providing these services to enhance the Phase I, II and III services we have included. While we will be providing communications services throughout all three phases, we believe the supplemental services will further enhance transparency and community engagement. We would therefore offer the extension of Stephanie White’s services, and her staff, to provide these services for an additional amount if the need arises. Appendix B, further identifies the scope of this service.

We trust the fee presented here better aligns with Jackson County’s expectations, and budget, without sacrificing essential components we feel are critical to Jackson County’s understanding of your current Criminal Justice System and how to improve it. This next phase of work will provide you defensible recommendations for a right-sized jail and opportunities to provide services for those who don’t belong in jail.


We are all excited to get to work for you.

Thank you,

SHIVE-HATTERY, INC.



Michael S. Lewis, AIA, NCARB
Institutional Team Leader – Project Manager



Steven W. Davis, AIA, ACA
Senior Justice Architect – Project Leader

Attachments:

1. Other Supporting Correspondence,
 - a. Appendix A: Consultants – Summary Scope of Work Description, pages 10 - 12;
 - b. Appendix B: Consultants – Detailed Communications Scope of Work, page 13.

Appendix A
Jackson County, Missouri Criminal Justice System Feasibility and Master Plan
Consultants – Summary Scope of Work Description

Introduction

Jackson County seeks technical assistance from qualified experts to support the development of a Feasibility and Master Plan for the Jackson County Criminal Justice System. Shive-Hattery submits this proposed scope of work to assist Jackson County in its effort to evaluate the local criminal justice system, determine the best practice programmatic outcomes, and support long-term operational and infrastructure needs.

Jackson County recognizes that “right-sized solutions” to the County’s detention system are best built on a whole-system analysis of the local criminal justice system, in order to understand the “drivers” of the jurisdiction’s incarcerated populations – which usually include questions of community-based prevention and intervention resources (including mental health and substance use treatment), formal diversion programs and resources, police policies and procedures, prosecutorial policies and operations, pre-release and post-release reentry services and plans, pretrial release policies and practices, and custodial treatment and services, among others.

For this stage of Jackson County’s work, and with the resources currently available, the team assembled by Shive-Hattery proposes a robust, intensive scope of work to support Jackson County in achieving two foundational and distinct goals:

- A. **Stabilize and improve the current jail system:** Conduct a data-driven assessment of the current jail system (overall population and specialized subpopulations, mental health, medical, and rehabilitative needs, custodial programs and services, operations, and staffing) in order to identify opportunities to improve safety for staff and inmates, improve staff retention, remove operational inefficiencies, and improve outcomes for incarcerated people
- B. **Support the identification of appropriate scale, need, and purpose of detention facilities:** Apply this data analysis to begin to indicate longer-term solutions – specifically, to develop recommendations to help reduce unnecessary incarceration, determine whether to repurpose or replace existing detention facilities, and enhance non-custodial approaches such as diversion, community-based prevention and intervention, pretrial release, and post-conviction community-based sentences.

The proposed scope of work is detailed below.

Jail Staffing and Operations

A. **Staffing Analysis of the Existing Jackson County Detention Center**

The goal of this analysis is to optimize staffing resources through such means as efficient roster management, maximized staff availability, clearly defined post duties and coverage requirements, effective scheduling of functions and activities, and distribution of the inmate population in accordance with a housing plan based upon objective classification processes. Offering a range of options, the study will yield offer realistic recommendations for optimal use of staffing resources.

This component of the project will include the following: Review selected documents; on-site visit to the detention center; develop preliminary findings and a second on-site visit to review the findings with the DOC leadership; develop and submit both a draft and final report. The DOC will have an opportunity to review and provide input into the draft staffing report before it is finalized.

B. **Functional Assessment of Existing Facilities**

The team will identify, assess, and document existing facility conditions and constraints that negatively impact effective operations and proper management and care of the incarcerated population. The intention of this inquiry is to explore opportunities for facility and operational improvements that will, in the short term, begin to address issues raised in the CRA Assessment.

C. Recruitment and Training Plan

The team will develop a recruitment and training plan to address priority staffing needs identified in the staffing analysis study and through the facility functional assessment. This will include the use of an on-line survey to solicit staff input on conditions, training, operations, and work environment that may be contributing to turnover as well as factors present in the work setting that may improve retention. The survey will form the basis for development of recruiting strategies to target individuals who are a good "fit" to work in a correctional setting and for development of a plan to address conditions that may contribute to turnover.

Current Jail Population Analysis and "System Drivers"

To improve understanding of current jail populations, identify the primary "drivers" of current incarceration, assess the current capacity and use of non-custodial options (both pretrial and post-conviction), and develop recommendations to improve the utility of the current jail information management system(s), the team's scope will analyze four critical areas of inquiry. Taken together, these analyses will support Jackson County in identifying primary opportunities to improve system operations, reduce unnecessary incarceration, and advance the County's capacity for data-driven decision-making.

To accomplish this element of the scope, a three-person team will conduct two, four-day on-site trips.

A. Jail population analysis

Using data drawn from the current jail management information system, this analysis will produce a profile of the jail population (snap shot and one-year trend) to answer key questions: who is in the jail, where they come from (i.e., what areas of the county and which law enforcement entities), why, for how long, and how they exit the jail. For example, we know the jail's pretrial population comprises a significant share of the overall jail population – much higher than national jail trends; this analysis will identify factors driving that phenomenon and other drivers of the population that could be addressed via implementation of new system-level strategies.

B. Front-end mapping of extant jail diversion

The project team will engage key "front end" stakeholders – law enforcement entities responsible for the largest share of jail bookings, and city and county prosecutors and defenders – on-site (as possible) and via phone interviews to document the use of extant jail diversion options (decision-making processes, eligibility criteria, capacity, etc.) and explore the feasibility of expanding current diversion and/or new strategies to safely and effectively divert people who are currently but needlessly detained in the jail pretrial.

C. Data-system review and recommendations

The project team will examine the current capacity, utilization, and practices related to the extant jail information management system, make recommendations to support Jackson County in improving the extant system's utility for ongoing local analysis and monitoring.

D. Review of pre-release and post-conviction non-custodial options and current use

To support the effort to identify options for reducing incarceration wherever appropriate, the project team will review the current presence and use of non-custodial post-conviction options, such as work alternative programs and post-conviction home detention.

Assessment of Current Detention Mental Health System

Drawing from data provided by Jackson County, the detention **mental health** scope will include the following:

1. Analyze existing custodial mental health system and services
 - a) Intake, triage/ classification/ housing, referral system, mental health services: Evaluations (MHP, Psychiatric), medication services, treatment services (i.e. individual, 1:1 support or therapy, group therapy), clinics and follow-up care, treatment planning, crisis intervention or management, suicide prevention, close observation, segregation or restrictive housing, discharge planning, mental-health-related staff training, and policies and procedures
2. Analyze existing population practices:
 - a) Total mental health population by gender
 - b) Specialized segments (severely mentally-ill or acute, moderate to mild mental illness of non-acute, substance use or addictions, behavior management for behavioral individuals, segregated individuals, suicide population (average daily flagged upon intake, average weekly attempts/ average yearly completion), and special needs inmates (developmentally or cognitively disabled);
 - c) Mental health housing/ operational flow related to these populations, including transition/ step-down housing for individuals released from suicide watch; transition/ step-down from acute to non-acute to general population. It will assess the current triaging/ classification/ housing process for suicidal, acute, non-acute, behavior management, and detox, along with assessment of need for program spaces (individual, groups, and recreational) related to mental health for the incarcerated population.
3. Analyze current mental health staffing

From these analyses, the mental health scope will include recommendations for immediate improvement for each of these elements.

Drawing from data provided by Jackson County, the detention **medical** scope will include the following:

1. Evaluate existing custodial medical systems and programs, focusing on: receiving screening, health appraisals, medical services infrastructure (eg. chronic-care clinics, nurse sick-calls, locations for offices and on-site services, medical/special housing including negative air pressure rooms), medications and medical pass, daily medical operations, policies and procedures, and health-related staff training.
2. Analyze existing detention medical management practices, including:
 - a) Medical population (by gender)
 - b) Chronic populations (HIV+, diabetes, hepatitis C, pregnancy, asthma)
 - c) Medical housing areas/ operational flow, such as special housing/bunk restrictions for pregnant women or symptomatic diabetics; special housing for HIV+, active tuberculosis, hepatitis C, and wound infections; geriatric housing; orthopedic and other ADA conditions; congestive heart failure, cancer, and kidney failure.
3. Analyze current medical staffing
4. Recommendations for immediate improvement related to each of these elements.

Appendix B
Jackson County, Missouri Criminal Justice System Feasibility and Master Plan
Supplemental Communications Scope of Work

We have identified a supplemental strategic communication component of this project will be straight-forward and consistent throughout the duration of the contract. The first deliverable will be a Strategic Communications Plan that will establish the need and breath of the communications program, as well as tactical elements that will support the overall work of the team. This supplemental effort, fully engages Stephanie White's team in the inner workings of the tactical delivery of the communications plan.

The second major work area will be around the development of specific outreach tactics that will support message consistency, community education, public input, and the building of social and political will to create lasting change.

Tasks

1. On-site (client meetings & team workshops)
2. Strategic Communications Plan
 - Social and Political Analysis
 - Stakeholder Identification
 - Message Development
 - Tools & Tactics
 - Schedule
 - Monitoring & Reporting
3. Outreach
 - Social Media
 - Direct Mail Letters
 - Project Web Site
 - Direct Phone Calls
 - Newsletters
 - Kitchen Table Meetings
 - Neighborhood Meetings
 - Online Meeting
 - Workshops
 - Electronic Survey
4. Contact List Development & Management