

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chairman of the Legislature to execute a First Amendment of the 201 West Lexington Office Space Agreement with Lex LLC of Independence, MO at a cost to the County not to exceed \$63,714.00.

RESOLUTION NO. 21810, November 18, 2024

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, by Resolution 21746 dated October 28, 2024, authorized the Chairman of the Legislature to execute an Agreement with Lex LLC for use of office space for the Jackson County Legislature and Clerk's Office; and,

WHEREAS, the purpose of the amendment is to change the lessor name from Lex LLC to 201 W Lexington LLC; and,

WHEREAS there is a need to modify Section 1 of the lease pertaining to rent rate by allowing rental rate to return to \$5,309.50 per month after May 1, 2026 only if all improvements in Exhibit A have been made by the Landlord and accepted by the County, and updates Exhibit A reflecting the correct list of improvements that have been requested by the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chairman of the Legislature be and hereby is authorized to execute the attached First Amendment of the lease contract with Lex LLC; and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Nov 18, 2024 13:07 CST)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21810 of November 18, 2024, was duly passed on December 2, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

12.3.2024
Date

Mary Jo Spino
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 56620
ACCOUNT TITLE: General Fund
Legislature - As a Whole
Rent – Buildings
NOT TO EXCEED: \$63, 714.00

11/18/2024

Date



Sylva Stevenson (Nov 18, 2024 13:12 CST)

Chief Administrative Officer

Commercial and Industrial Lease Agreement

THIS lease is made this 13th day of November, 2024 by and between **201 LEXINGTON, LLC** (hereinafter referred to as "Landlord") and **Jackson County, Missouri** (herein referred to as "Tenant"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises, with a common street address of 201 W. Lexington Ave., 2nd Floor, Independence, MO 64050 herein referred to as the "Premises", for a term of approximately five years, beginning on December 1, 2024 ("Commencement Date") and ending on November 30, 2029 for which Tenant agrees to pay Landlord rent in the amount of \$14.00 per square foot for 4,551 square feet (\$5,309.50 per month) in monthly installments on a full service gross basis each due and payable on the first day of each and every month of the term hereof, in advance. Payment shall be made to **201 LEXINGTON, LLC, 308 W. Maple Ave., Suite 214, Independence, MO 64050**, or at such other place as Landlord may designate from time to time in writing.

Concurrently with the execution of this Lease, Tenant shall deliver to Landlord **\$0** as a security deposit, and **\$5,309.50** as payment of first month's rent will be due and payable upon occupancy, for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord, and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such security to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. At the expiration of this Lease, upon inspection of the Premises by landlord, if Tenant has complied with all of the covenants and conditions of the Lease, the security deposit shall be returned by landlord to Tenant, less any deduction from the security deposit for damages and/or cleaning. It is understood that the security deposit is not a prepayment of rent and Landlord shall not be obligated to apply said deposit to any unpaid rent or portion thereof.

The parties hereto mutually agree as follows:

1. Rent: The monthly lease payment which **includes rent, taxes, insurance, common area maintenance, utilities and janitorial services shall be \$5,309.50 per month.**
 - a. In the event that all items identified in Exhibit A as attached to this lease are not completed by **April 30, 2026** due to Landlord's negligence but not if Landlord cannot complete any of the items due to Tenant not cooperating with Landlord's subcontractors schedule, or to circumstances beyond Landlord's control, including, but not limited to, war, riot, strike, insurrection, plague, injunction, requisition or order of government authority then rent shall be **\$3717.00 per month beginning May 1, 2026** until such time as all items are completed.
2. Option to Renew: Tenant will have the option to renew this Lease in two year increments for a total of not less than two years at a negotiable lease rate.
3. Possession: Landlord shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease, and rent shall abate pro-rata for the period of any delay in doing. Tenant shall make no other claim against Landlord for any such delay.

4. Permitted Use: Tenant may use the Premises for any lawful general office purpose on a seven (7) day per week, twenty-four (24) hour per day basis. Tenant shall use the Premises solely for the Permitted Use and for no other purpose and shall at all times operate Tenant's business on the Premises under Tenant's legal name and/or the Permitted Trade Name. Tenant shall provide, install and at all times maintain in the Premises all suitable furniture, fixtures, equipment and other personal property necessary for the conduct of Tenant's business therein in a businesslike manner, Tenant also agrees to keep the Premises air-conditioned or heated as necessary. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises for the conduct of Tenant's business.
5. Indemnity and Public Liability: Tenant covenants at all times to save Landlord harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the leased Premises or to the property itself resulting from any act done or omission by or through the Tenant, its agents, employees, invitees, or any person on the Premises by reason of the Tenant's use of occupancy resulting from Tenant's non-use, or possession of the Premises and any and all loss, cost, liability or expense resulting therefrom; and at all times to maintain said Premises in a safe and careful manner. Tenant further covenants and agrees to maintain at all times during the term of this Lease, comprehensive commercial general liability insurance with a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord in an amount of not less than \$1,000,000.00 per occurrence with a \$3,000,000.00 aggregate. Tenant will furnish Landlord with a certificate of certificates of insurance covering such insurance so maintained by Tenant.
6. Assignment and Subletting: Tenant shall not assign, transfer, or encumber this Lease and shall not sub-lease the Premises or any part thereof, or allow any other person to be in possession thereof without the prior written consent of Landlord in each and every instance, which consent or consents shall not be unreasonably withheld.
7. Signs and Advertisements: Tenant shall not put upon, nor permit to be put upon any part of the Premises, any signs, billboards or advertisements whatsoever, without the prior consent of Landlord, which shall not be unreasonably withheld.
8. Acceptance, Maintenance, and Repair: Tenant has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof, and to the rights of present or former occupant or occupants, if any, to remove movable property.) **Please see Exhibit A for Landlord improvements and repairs.**
Tenant shall take good care of the Premises and the equipment and fixtures therein (including heating and air conditioning equipment) and shall keep the same in good working order and condition, including particularly protecting water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler system, if any, from becoming frozen, and shall keep the Premises and the approaches, sidewalks, and the alleys adjacent thereto, if any, clean, orderly and unobstructed. At the expiration of the Lease term, Tenant shall surrender the Premises broom clean, in as good condition as the

reasonable use thereof will permit. All damage or injury to the leased Premises not caused by fire or other casualty as set forth in Section 13 hereof, and Tenant shall promptly repair all damage to glass.

9. Landlord's Right of Entry: Landlord or Landlord's agent may enter the Premises at reasonable hours with reasonable notice to examine the same and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which that are a part; and during the last 60 days of the Lease, Landlord may display a "For Rent" sign on, and show the Premises.
10. Parking Lot Maintenance: Tenant understands and agrees that no personal property shall be stored in the parking area or anyplace outside the building without prior written consent of Landlord.
11. Maintenance and Repair by Tenant: Tenant shall take good care of the Premises and the equipment and fixtures therein. At the expiration of the Lease Term, Tenant shall surrender the Premises broom clean, in as good condition as the reasonable use thereof will permit. All damage to the leased Premises not caused by fire or other casualty as set forth in Section 13 hereof, shall be the responsibility of the Tenant.
12. Maintenance and Repair by Landlord: Landlord shall keep in repair, ordinary wear and tear excepted, all mechanical systems, the roof and exterior walls (exclusive of inside surfaces), gutters and downspouts of the building in which the Premises are a part, except as to damage arising from the negligence of the Tenant, but nothing herein shall be construed as requiring Landlord to repair any front or other part installed by the Tenant. Landlord shall be under no obligation and shall not be liable for any failure to make such repairs until and unless Tenant notifies Landlord, in writing, of the necessity therefore, in which event Landlord shall have a reasonable time thereafter to make such repairs. Landlord reserves the right to the exclusive use of the roof and exterior walls that Landlord is so obligated to repair.
13. Damage by Casualty: In case, during the term created or previous thereto, the Premises hereby let, or the building of which said Premises are a part, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of the Landlord, the term hereby created shall cease, and the Lease shall become null and void from the date of such damage or destruction and the tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent within said term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this Lease by notice in writing delivered to Tenant within 30 days after such damage or destruction. In the event Landlord shall not so elect to terminate the Lease, the Lease shall continue in full force and effect and the Landlord shall repair the leased Premises with all reasonable promptitude, placing the same in as good condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises, and rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within 5 working days after the request of the Landlord. If the leased Premises shall be but slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then the Landlord shall repair the same with

all reasonable promptitude, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to the Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased Premises, however the necessity may occur.

14. Personal Property: Landlord shall not be liable for any loss or damage to any merchandise or personal property in or about the Premises, regardless of the cause of such damage.
15. Alterations: Tenant shall not make any alterations or additions in or to the Premises without prior written consent of the Landlord.
16. Utilities and Services: Landlord shall furnish and pay for all electricity, gas, water, fuel, and any services or utilities used in or assessed against the Premises, unless otherwise herein expressly provided.
17. Public Requirements: Tenant shall comply with all laws, orders, ordinances and other public requirements not or hereafter affecting the Premises or the use thereof, and save Landlord harmless from expense or damage resulting from failure to do so.
18. Fixtures: All buildings, repairs, alterations, additions, improvements, installations, equipment and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Tenant as can be removed without damage to or leaving incomplete the Premises or building) shall belong to Landlord and remain on and be surrendered with the Premises as a part thereof, at the expiration of the Lease or any extension thereof.
19. Late Charges and Other Charges: Tenant agrees to pay a late charge of 10% of the monthly rental amount if Tenant fails to fully pay rent by the 5th day of the month. A check that is returned for any reason is deemed non-payment of rent, and is subject to late charges and an additional administrative charge of \$25. Landlord may, at Landlord's option, demand that all sums payable under this lease be paid by cashier's check, bank check, or money order in lieu of personal checks or cash. All payments by the Tenant to the Landlord shall first be credited to the Tenant's outstanding balance, if any, for repairs or for delinquent rent, then to late fees, and lastly to the current month's rent.
20. Eminent Domain: If the Premises or any substantial part thereof shall be taken by any competent authority under power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of the Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Landlord's building of the land under it, or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Landlord shall have the right to cancel the Lease after having given written notice of cancellation to Tenant not less than 90 days prior to the date of the cancellation designated by the notice. In either of said events,

rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of cancellation and the tenant shall have no right in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

21. Subrogation: As part of the consideration for this lease, such party hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
22. Default and Remedies: In the event any of the below listed event shall occur, tenant shall be deemed in default, and Landlord shall have the option to do any one or more of the following: upon 10 days prior written notice, (excepting the payment of rent or additional rent for which no demand or notice shall be necessary), in addition to and not in limitation of any other remedy permitted by law:
- a. Landlord may terminate this Lease, or
 - b. It may, without terminating this Lease, make such alterations and repairs as may be reasonably necessary in order to re-let the Premises or any part thereof to another tenant for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

Events of Default:

- I. Tenant fails to comply with any term, provision, condition, or covenant of this Lease
- II. Tenant deserts or vacates the Premises
- III. Any petition is filed by or against Tenant under any section or chapter of the Federal bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof;
- IV. Tenant becomes insolvent or makes a transfer in fraud of creditors;
- V. Tenant makes an assignment for benefits of creditors; or
- VI. A receiver is appointed for Tenant or any of the assets of Tenant

In the event Landlord elects to re-let the Premises, at the option of Landlord, rents received by Landlord from such re-letting shall be applied:

- I. First, to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder;

- II. Second, to payment of any costs and expenses of such re-letting, including but not limited to attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovations, remodeling, redecorations, alterations and changed in the Premises;
- III. Third, to the payment of rent and additional rent due and payable hereunder and interest thereon.

If after applying said rentals there is any deficiency in the rent, additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collect by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's party to terminate this Lease, unless a written notice of such intent is given to Tenant.

Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate the Lease for such previous breach and default.

Should Landlord at any time terminate this Lease by reason or any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in the Lease for the balance of the term hereof over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such redress resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right, by court action or otherwise, to collect any and all amounts of unpaid rent, unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. In case it should be necessary for Landlord to bring any action under this Lease to consult or place said Lease or any amount payable by Tenant hereunder with an attorney concerning the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay Landlord, Landlord's reasonable attorney's fees.

23. Waiver: The rights and remedies of the Landlord under this Lease, as well as those provided or accorded by Law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults, of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.
24. Broker/Agency Disclosure: Phyllis Branstetter is a licensed real estate agent in the State of Missouri (hereinafter "Landlord's Broker") and is assisting Landlord in this transaction and is acting as Landlord's agent. The Tenant is not represented by a real estate agent/broker. If compensation of any kind is due to Landlord's broker in association with this Lease, the Landlord shall pay it. By signing this Lease, Landlord and Tenant acknowledge that the

agency relationship described herein was disclosed to each of them and/or their respective agents.

25. Notices: All notices, demands or communication required or permitted to be given by any provision of this Agreement must be in writing and will be deemed to have been given when personally delivered or by fax, receipt confirmed to the party designated to receive such notice, or on the date following the date sent by a nationally recognized overnight courier, or on the third business day after the same is sent by certified mail, postage and charges prepaid, return receipt requested, directed to the following addresses or via email or to such other or additional addresses as any party might designate by written notice to the other party:

TO THE LANDLORD:

**201 LEXINGTON, LLC
308 W. Maple Ave., Suite 214
Independence, MO 64050
pbranstetter@yahoo.com**

TO THE TENANT:

**Jackson County Missouri
201 W. Lexington Avenue
Second Floor
Independence, MO 64050**

26. Subordination: In the event Landlord holds title to said Premises by virtue of a Lease, then this sublease is and shall remain to all of the terms and conditions of such underlying lease, so far as shall be applicable to the Premises herein leased. This Lease shall also be subject and subordinate in law and equity to any existing or future mortgage or deed of trust placed by Landlord upon the lease Premises or the building of which the leased Premises form a part.
27. Estoppel Certificate: Tenant shall at any time and from time to time, upon not less than 20 days' prior written request by Landlord, execute, acknowledge and deliver to Landlord an estoppel certificate whereby Tenant certifies and agrees;
- a. That, as of the date of such certificate, Landlord has performed and observed all of the covenants and conditions herein stated to be performed and observed by Landlord;
 - b. That the leasehold estate hereby created and granted to Tenant is free of all defaults hereunder (or if defaults exist, specifying the nature of the default); and
 - c. As to such other factual matters as is reasonable requested.
28. Successors: The provisions, covenants and conditions of this Lease shall bind and insure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or subtenant of the Tenant.

- 29. Quiet Enjoyment: Landlord covenants that upon paying the rent and performing and complying with the covenants contained in this Lease Agreement, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the agreed term. Tenant shall not use chemicals or products that could be harmful or produce smells that would be offensive or harmful to other Tenants.
- 30. Authority: Landlord covenants and represents that Landlord has full right, title and power and authority to make, execute and deliver this Lease.
- 31. Bankruptcy: Neither this Lease, nor any interest therein, nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit or creditors or otherwise by operation of law during the term of this Lease of renewal thereof.
- 32. Entire Agreement: This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced in writing signed by the Landlord and the Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of the Lease shall be applicable to and binding upon such Tenants, jointly and severally.


IN WITNESS WHEREOF, the parties hereto have signed the foregoing Lease Agreement on the day and year first written above.

LANDLORD: 201 LEXINGTON, LLC

TENANT: Jackson County Missouri

By: Phyllis Branstetter, Agent Date

By:  1-13-2013
Date

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

EXHIBIT A

- Replace dirty and stained vent covers immediately
- Replace stained ceiling tiles immediately
- Replace broken, stained or dirty outlet and switch plate covers immediately
- Replace broken, stained and/or bowed ceiling light covers immediately
- Repair leak in roof in Sean Smith's office immediately
- Repair window seals and deep clean window sills immediately
- Replace bottom of vanity in kitchen (cut out and replace) immediately
- Replace blinds in offices along the perimeter of the space in Year One
- Replace carpet in offices along the perimeter of the space in Year Two
- Repair hole/remove wallpaper (bottom half) in DaRon's office in Year Two
- Paint offices (all the same color) along the perimeter of the space in Year Two

R. 21810

REVENUE CERTIFICATE

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 of \$63,714.00 which is herein authorized.

Date

12-19-2024



Director of Finance and Purchasing
Account No. 001-0112-56620

SCON-10000861 DM