

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, October 30, 2017, 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. 19623, October 30, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, October 30, 2017, 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, October 30, 2017, 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. 19623 of October 30, 2017, was duly passed on _____, 2017 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 authorizing the County Executive to execute a Second Amendment to the Site Agreement with T-Mobile Central, LLC, for the lease of a communications tower located at 3310 N.E. Rennau Drive, Lee's Summit, MO, within Fleming Park for funds payable to the County.

RESOLUTION NO. 19624, October 30, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 11486, dated October 28, 1996, the Legislature did authorize a Site Agreement to allow the location of a communications tower and associated equipment at 3310 N.E. Rennau Drive, Lee's Summit, MO, within Fleming Park, for specified rental payments; and,

WHEREAS, by Resolution 16434, dated October 29, 2007, the Legislature did authorize the First Amendment to the Site Agreement for the lease of additional space at this location; and,

WHEREAS, said Site Agreement expires December 31, 2017, and T-Mobile Central, LLC, has submitted a request to renew the Site Agreement for five additional and successive five-year terms, for funds payable to the County; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

County Executive be and hereby is authorized to execute the attached Second Amendment to Site Agreement.

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. 19624 of October 30, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

SECOND AMENDMENT TO SITE AGREEMENT

This Second Amendment to Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Jackson County, Missouri, a Missouri county ("**Owner**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Owner and Tenant (or their predecessors-in-interest) entered into that certain Site Agreement dated November 18, 1996, including the First Amendment to Site Agreement dated August 31, 2010, (collectively, the "**Agreement**") regarding Owner's leased area ("**Premises**") located at 3310 N.E. Rennau Drive, Lee's Summit, Jackson County, Missouri 64064 (the "**Property**").

NOW, for good and valuable consideration, Owner and Tenant agree as follows:

1. The Agreement is in full force and effect and neither Owner nor Tenant is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Owner thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Tenant shall pay Owner Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to ten percent (10%) over the Rent for the immediately preceding Renewal Term.
4. Tenant shall have the right to assign, or otherwise transfer the Agreement, upon Tenant's delivery to Owner of written notice of any assignment, or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Agreement. Upon receipt of a written request from Tenant, Owner shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Agreement without the need for Owner consent.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier

to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A5C0027C

If to Owner:

Jackson County, Missouri
415 East 12th Street
Kansas City, MO 64106

- 6. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control.
- 7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
- 8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Owner:

Jackson County, Missouri, a Missouri county

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

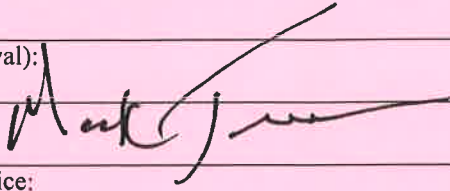
Date: _____

[Signature] 10/23/17
T-Mobile Contract Attorney

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/~~Ord~~ No.: 19624
 Sponsor(s): Tony Miller
 Date: October 30, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Resolution authorizing the County Executive to execute a Second Amendment to Site Agreement with T-Mobile Central LLC to continue using the tower located at 3310 N.E. Rennau Drive in Fleming Park.</u></p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</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;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> </tr> <tr> <td></td> <td>TO ACCT</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	FROM ACCT		TO ACCT
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	FROM ACCT												
	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 11486 (10/28/96)</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Mark Trosen, Deputy COO, x11377</p>												
REQUEST SUMMARY	<p>The Site Agreement expires on December 31, 2017 after a 25 year period. Under this agreement, during the last 5 years, the County was receiving \$760 per month or \$9,125.</p> <p>The Second Amendment to Site Agreement provides for a \$2,500 per month or \$30,000 per year rental fee for five (5) additional and successive five (5) year terms with a 10% increase over the rent for the immediately preceding Renewal Term.</p>												
CLEARANCE	<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	Second Amendment to Site Agreement	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 10/25/17
	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.