

Lease Agreement

Dated as of October 2, 2020

Lease Number 1183687-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
JACKSON COUNTY
412 E 12TH STREET
KANSAS CITY, MO 66104

FEDERAL TAX ID
446000524

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of \$4,739.04 beginning 3/15/2021.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

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MARY JO SPINO

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

- Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
 19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
 20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
 21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
 22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
 23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
 24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
 25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
 26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
 27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

JACKSON COUNTY
("Lessee")

X
Authorized Signature

Digitally signed by Kristine
Lofrese

Kristine Lofrese

Date: 2021.03.05 15:16:57

Title

-05'00'

655 Business Center Drive, Suite 250
Horsham, PA 19044

X 
Authorized Signature

Print Name

Title

Date

412 E 12TH STREET 11100 VIEW HIGH DR
KANSAS CITY, MO 66104

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lessor"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

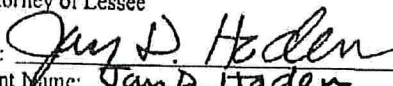
The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By:

Print Name:

Law firm:


Jay D. Haden
Jackson County
Counselor's Office

ATTEST:


Clerk of the County Legislature

AMENDMENT TO LEASE AGREEMENT 1183687-1

This Amendment ("Amendment"), dated and effective as of October 21, 2020, is to that certain Lease Agreement 1183687-1 (the "Lease") between Jackson County, with its principal place of business at 412 E. 12th Street, Kansas City, MO 66104 ("Lessee"), and PNC Equipment Finance, LLC, with an address at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

INSURANCE. Section 12 titled "Insurance" is amended to: "Lessee agrees to: (a) keep the Equipment fully insured or self-insured against loss, naming Lessor as loss payee, and (b) obtain general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease; alternatively, Lessee may choose to self-insure this liability insurance obligation. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. Any policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence or self-insurance of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance or self-insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges."

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

JACKSON COUNTY


Authorized Signature


Printed Name


Title

PNC EQUIPMENT FINANCE, LLC


Authorized Signature


Printed Name

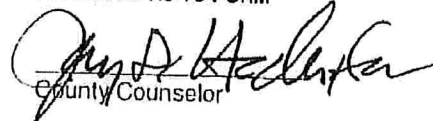

Title

Digitally signed by
Kristine Lofrese
Date: 2021.03.05
15:17:14 -05'00'

ATTEST


Mary Jo Spino Clerk of the Legislature

APPROVED AS TO FORM


County Counselor

at

R.20493

REVENUE CERTIFICATE

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

11-4-2020
Date


Director of Finance and Purchasing

CERTIFICATE OF ACCEPTANCE

Lease Number 1183687-1

Quantity	Description	Serial No.
76	TXE Gas	
1	Hauler 1200X	
1	Hauler 1200X	

☒ Jackson County
 Fred Arbanas Golf Course
 11100 View High Drive
 Kansas City, MO 64134

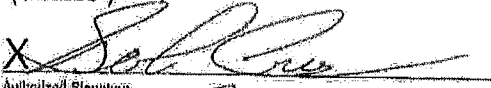
Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS _____ DAY OF _____, 20__.

JACKSON COUNTY
 ("Lessee")

X 

Authorized Signature

Print Name

Title

Date

Bob C. Miller
 Director of Finance
 11-4-2020

412 E 12TH STREET 11100 VIEW HIGH DR
 KANSAS CITY, MO 64104



Jackson County Missouri

General Certification

Jackson County
Courthouse
415 E. 12th Street, 2nd
floor
Kansas City, Missouri
64108
(816)881-3242


State of Missouri
County of Jackson

I, Mary Jo Spino, the duly appointed and qualified Clerk of the Legislature of Jackson County, Missouri, do hereby certify that the foregoing is a true and correct copy of:

RESOLUTION #20493

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Jackson County, at my office in Kansas City, Missouri, this 2nd day of November, 2020.




Mary Jo Spino, County Clerk

11/2/2020

Date:



October 2, 2020

JACKSON COUNTY

Course Name: Fred Arbanas Golf Course
412 E 12TH STREET
KANSAS CITY, MO 66104
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and JACKSON COUNTY

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
76	TXT Gas	
1	Hauler 1200X	
1	Hauler 1200X	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044



JACKSON COUNTY **Finance Department**

415 East 12th Street, First Floor
Kansas City, Missouri 64106
www.jacksongov.org

Administration
(816) 881-3126
Fax (816) 881-3877

Accounting
(816) 881-3180

Accounts Payable
(816) 881-3270

Budget
(816) 881-3851

*Grants Management/
Pension Management*
(816) 881-3454

Office Services
(816) 881-3265

Payroll
(816) 881-3201

Purchasing
(816) 881-3253

Risk Management
(816) 881-3202

Tax Refund/Distribution
(816) 881-3063

Treasury
(816) 881-3358

February 29, 2016

PNC Equipment Finance, L.L.C.
Attn: Christy Dole
995 Dalton Avenue
Cincinnati, OH 45203

Subject: Jackson County Golf Course Equipment

To Whom It May Concern:

This letter is to inform you that Jackson County is self-insured under Missouri State Statutes concerning public entities for General Liability. (Section 526, et seq. of Chapter 5) (Ord. 1610, Eff. 12/01/87)

If any contractor performs any work for the County before, during or after the event they must provide a Certificate of Insurance indicating that they are in fact insured.

If you have any additional questions, please feel free to give me a call or email me regarding this matter.

Thanks.

Sincerely,

Celestine I. Williams
Audit Procedures Analyst/Risk Manager
(816)881-3202
ciwilliams@jacksongov.org

Michael D. Sanders, County Executive



PNC
EQUIPMENT FINANCE

Customer Information

Lease # 1183687-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: JACKSON COUNTY		Federal Tax ID Number: 446000524	
Invoices should be directed to: FRED ARBANAS GOLF COURSE		Attention: Bob McMillin	
Address: 11100 View High Drive		City: KANSAS CITY	State: MO Zip: 64134

Preferred Method of Payment: (Please check)

<input checked="" type="checkbox"/> Monthly Invoice (Mail)			
Invoices should be directed to: FRED ARBANAS GOLF COURSE		Attention: Bob McMillin	
Address: 11100 View High Drive		City: KANSAS CITY MISSOURI 64134	
<input checked="" type="checkbox"/> Monthly Invoice (Email)		Email: BMcMillin@jacksongov.org	
Billing Contact: Bob McMillin			

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Bob McMillin	Phone: 816-564-1539
Email: bmemillin@jacksongov.org	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date 10/29/2020
Email:	



Bob McMillin
Superintendent Fred Arbanas Golf Course/Marina's
JACKSON COUNTY PARKS + REC

11100 View High Drive
Kansas City, MO 64134
bmemillin@jacksongov.org

Office: (816) 765-8405
Fax: (816) 763-3954



MakeYourDayHere.com

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755
Fax: (888) 888-3695



PNC Equipment Finance, LLC a Delaware limited liability company ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.
- If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☒ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State Missouri
Taxing District Jackson County

Additional comments:

Lease Number 1183687-1

Lessee: JACKSON COUNTY

Signature:

☒

Print Name:

Title:

Date:

Bob Crutiger
Bob Crutiger
Director of Finance
10-29-2020

PLEASE COMPLETE AND SIGN FORM



ASSESSMENT DEPARTMENT
JACKSON COUNTY

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

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

October 29, 2020

PNC Equipment Finance LLC
995 Dalton Ave
Cincinnati, Ohio 45203

Dear PNC Equipment Finance LLC,

Please let this letter serve as notice that Jackson County is a taxing jurisdiction and immune from taxation by Jackson County. They are exempt by state statute and the Missouri Constitution and will continue to be exempt until such a time as the statute and constitution changes.

If you have any further questions, please feel free to contact me at 816.881.3255 or cdrews@jacksongov.org

Sincerely,

Christina Drews

Christina Drews
Records and Taxation Coordinator

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

Missouri Tax ID
Number: 13643347

COUNTY OF JACKSON
415 E 12TH ST STE 01
KANSAS CITY MO 64106-2706

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



Office of
Mary Jo Spina
Clerk of the County Legislature

Jackson County Missouri

JOURNAL

Jackson County Courthouse
415 E.12th Street, 2nd floor
Kansas City, Missouri 64106
(816)881-3242

County Legislature

Theresa Cass Galvin (6th) Chair, Dan Tarwater III (4th) Vice Chair,
Jalen Anderson (1st AL), Crystal Williams (2nd AL), Tony Miller (3rd AL),
Scott Burnett (1st), Ronald E. Finley (2nd), Charlie Franklin (3rd),
Jeanie Lauer (5th)

Monday, September 28, 2020

10:00 AM

Thirty-sixth Regular Meeting

K.C. Legislative Assembly Area, Kansas City, Missouri

Theresa Cass Galvin, Chairman, called the meeting of the Jackson County Legislature to order.

1 ROLL CALL

Present 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

2 THE PLEDGE OF ALLEGIANCE

Recited.

3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING

A motion was made by Dan Tarwater III, seconded by Scott Burnett to approve the journal of the previous meeting held on September 21, 2020. The motion passed by a voice vote.

4 HEARINGS

Brian Gaddie, Director of Public Works, introduced the JCDC Partners, LLC team; Dr. Troy Nash, in person, Rick Davidson and Chloe Jaco on Teams. They are here to provide next steps and updates. Today they will present Component 2.0 Programming. The critical components are within the report.

The team continues to work remotely as much as feasible. Their team is on schedule and they continue to meet the MBE/WBE goals. They review the plan with County compliance regularly. Project phase updates, the validation of needs phase is up to date and has been distributed to the Legislature. They have had extensive participation from their Steering Committee, Sheriff's Office, and County staff has been outstanding.

Chloe Jaco presented the Programming Component update. The purpose is to build on the Steering Committee mission statement to develop a facility vision, to define the management concept and operational basis,

incorporate the results from the needs assessment, translate the operational basis into a spatial description, identify functional adjacency relationship, and provide basis for a staffing plan and initial project cost considerations.

The methodology developed a virtual strategy to review the main facility components and discuss the current facility and operating state, trends and benchmarks, and desired future operational state and associated space needs, conducted 20 bi-weekly virtual program sessions with stakeholders between April and June 2020, conducted three case studies with stakeholders between March and June 2020, prepared initial draft program document in July 2020 and conducted four virtual review sessions with stakeholders in July/August 2020, updated draft program document and submitted it to the Steering Committee on August 18 and September 8.

They spent time looking at the Steering Committee's mission statement and guiding principles: a state-of-the-art detention center, professional and constitutional standards, equitable criminal justice system, evidence-based treatment and training opportunities, safe, secure, efficient to operate, and long-term solutions. These guiding principles are evaluated based on wholeness - developing an environment that makes a person successful, nature - creating a healing environment and understanding the Golden Rule (treat others how you would want to be treated, training - providing means for a person to be productive, and something new - creating the next generation of detention operation and design.

As a result of the programming phase they developed key operational elements: incorporation of the needs assessment, implementation of four management tools, creation of a facility tone, separation of intake/transportation/release functions, prioritization of adaptable cells, meaningful inmate services and programs, incorporation of healthcare best practices, integration of court services, and expansion of support services.

With the team of stakeholders, they developed a housing classification for the projected need. For each component they developed a detailed space list. The total cost of ownership of a new facility was determined to be more efficient to operate with an annual total cost for a new jail 5.9% higher than the existing cost. This includes 360 additional beds, with built-in expansion capabilities, lower personnel costs, with budget set aside for major repairs, and utilizes best practices for detainee management. The

programming document will be used as JCDC Partners moves into its next phase including developing a design criteria package, site selection and the design build phases.

JCDC Partners continues outreach to all stakeholders, identifying the owner's design criteria and determining a potential site selection. Information and updates on the detention center project are available at jcdetentioncenter.com. A copy of the Facility Program report is available under Meeting Details for the September 28, 2020 Legislative Meeting, <https://jacksonco.legistar.com/MeetingDetail.aspx?ID=807076&GUID=407B8083-D678-4299-9040-9A43E331D224&Options=info|notes|&Search=>

Theresa Cass Galvin opened the public hearing for Ordinances #5405, #5406, #5407 and #5408.

Jake Jacobs, Executive Director of EITAS, the Board of Services for the Developmentally Disabled, and George Mitchell, President of the Board of Directors, addressed Ordinance #5405. Mr. Jacobs said, the issues surrounding COVID-19 have attempted to totally disrupt their services and operations and the vital supports they provide to 3,500 Jackson County citizens with developmental disabilities. But the pandemic did not stop them. For two months, the offices were closed, but because they have a solid business continuity plan, 90% of the staff were able to continue working from home, or on a limited basis from their transportation center. EITAS has worked closely with 13 major service providers they help fund-coordinating services; providing financial support to keep their doors open; and remaining flexible in new ways to get regular services re-started and new ones begun. Without the ongoing support of the tax levy and the funds it provides none of that would have been possible. It is the local funding provided by Jackson County taxpayers that makes a real difference in local lives.

Mr. Jacobs said year-to-date EITAS has had a \$400,000 loss, not including the \$101,000 they had to pay back to the County due to the tax appeals. There are 3,500 people in Jackson County EITAS helps support with tax levy dollars - their transportation department typically takes 500 people a day to work, services, medical appointments, college classes, and other activities. They supplement the services provided in three day programs, four sheltered workshops, and two residential programs; not to mention specialized services for the Down Syndrome Guild, the Children's Center for Visually Impaired, and Mattie Rhodes Center. EITAS also supports a Community Outreach Department whose purpose is to connect

people with services who do not have Medicaid or other resources to address their issues. Mr. Jacobs said EITAS is a vital part of local disability services, and more cuts to their funding will harm some of the most vulnerable people and families in our communities. This harm will fall on those struggling local providers who count on EITAS funding to make it through this current crisis. EITAS is assisting them to get back on their feet and these services may end or be drastically reduced. Mr. Jacobs said he understands the County's stance on not wanting to add another burden on taxpayers. But the amount requested works out to an additional \$1.00 on anyone's real estate tax and an additional 19 cents on personal property tax. To cut that would be bad at any time, but with the current pandemic still raging, it could be devastating. Mr. Jacobs said he urges the Legislature not to take this position with the levy.

Ronald E. Finley, County Legislator, asked Mr. Jacobs about the total budget for EITAS. Mr. Jacobs replied the total budget is \$16 million, half of that made up of the tax levy and the other half is through Medicaid. Mr. Finley asked about the cost of this levy reduction. Mr. Jacobs replied that the cost would be about a \$377,000 loss for the organization on top of \$400,000 in COVID related costs. EITAS has been in existence since 1976. Mr. Jacobs said he has been in his position for the past 15 years. Mr. Jacobs explained that while this reduction will not put EITAS out of business, EITAS exists to fund organizations that provide services to individuals with developmental disabilities and this reduction will impact the funding for these programs. These organizations will be significantly damaged by this action if the levy rate is reduced.

George Mitchell said this past Friday EITAS underwent an accreditation program known as CARF. This accreditation ensured that EITAS is providing services and programming to the highest standards. The feedback received through this accreditation program ensures that this program is a gold-standard rated program.

Dr. Bruce Eddy, Executive Director of the Jackson County Community Mental Health Fund, addressed Ordinance #5407. He said they have developed innovative programs through their 35 agencies. Their purpose is to pay for people to get better, not just to pay for activity. They are still working on their initiatives, despite switching gears in the pandemic to remote programming. They have an amazing provider community that stepped up. Their costs due to COVID have come through the need for technology. They have pivoted to work through Medicaid funding through the pandemic. For 2019 their revenues were about \$13 million. For 2020 the revenues may be somewhat less. The impact of these recommended

reductions is \$592,500.00 in their funding. They serve about 16,000 people a year that have chronic and persistent mental health needs. They support Medicaid and agencies and also assist people to become enrolled in Medicaid. The pandemic has brought a great deal of stress and distress for people.

Jeanie Lauer, County Legislator, asked what the Community Mental Health Fund needs. Mr. Eddy said it will not be a significant hardship for taxpayers, but the aggregate impact adds up. For this year they felt the impact of taxpayer collection rates and protest payments. Ms. Lauer asked about the number of citizens being served. Mr. Eddy described the situation of a line going out a door. If you can see to the corner, that is all you are aware of. Because of privacy restrictions they cannot know how many people need services. He guesses there are probably 40,000 people with mental health needs in our community.

Ronald E. Finley asked about the reduction in revenues of \$592,500 that is proposed in the floor amendment. John Gordon, Treasurer, said the floor amendment is the 2019 tax levy rate. Mr. Finley asked for clarification about the floor amendments. Mr. Gordon said the original proposal was the maximum the County is allowed to levy based on the aggregate assessed valuation. That is different than the revenue, which would go down because the assessed valuation went down. Troy Schulte, County Administrator, said the goal with the 2020 levy was to keep revenue flat so as assessed valuation declines, the levy is allowed to float up to keep revenue at a flat rate. This would balance to the 2019 revenue levels, to the best we are able to do considering that the 2019 appeals are not complete. Mr. Finley said his understanding is the proposed levy would result in a tax increase. Theresa Cass Galvin closed the public hearing.

Theresa Cass Galvin invited representatives from Tyler Technologies to address Ordinance #5414.

Mr. Schulte said this has been a six-month process to evaluate the proposals for an upgrade to the technology capacity of the Assessment Department. There is no request for action until next week. Gail McCann Beatty, Director of Assessment, said this proposal was part of their plans to improve the Assessment Department process, to be more transparent and obtain better results. Three RFPs were issued for CAMA, annual maintenance, and reassessment. Tyler Technologies had issued proposals for each of these RFPs. Ms. Beatty said she is excited about these proposals, which she believes are what Jackson County needs to

move forward. Ms. Beatty introduced Troy Fryman, Heartland Regional Sales Lead for Tyler Technologies. He introduced Mark Folkerts, Vice President of Appraisal Operations, and Curtis Tyler, Appraisal Project Supervisor. Mr. Fryman introduced the company's extensive operations. He said the goals of the appraisal services projects for Jackson County Assessment is to have fair and equitable valuation across the county, staff training, knowledge and resource transfer to the County, appraisal characteristic data collection verification for all property types, enhanced processes and procedures to maintain forward valuations, public relations, and transparency through all stages of the project and beyond, and leverage full technology use in the daily operations and maintenance of the assessment roll. A copy of the presentation is available at <https://jacksonco.legistar.com/LegislationDetail.aspx?ID=4650023&GUID=A8B0C6B6-381E-40AE-9D91-32226FF82C68&Options=&Search=>

Troy Schulte said the staff is comfortable in recommending Tyler Technologies for this project. Ronald E. Finley asked if this project would be similar in size to the company's project in Detroit. Mr. Schulte said Jackson County has about 300,000 parcels.

5 COMMUNICATIONS WITH AND REPORTS OF THE COUNTY EXECUTIVE

County Executive Frank White, Jr. presented plaques to Tom Wyrsh and Ed Stoll on the occasion of their retirement from Jackson County.

Troy Schulte said, in reference to the property tax levy rate, Ordinance #5405, #5406, #5407, and #5408, the County has to adopt the tax rates by September 30th but they would like to work through the legal issues. He asked for the Legislature to hold this matter for two days. The Administration's position is to not roll back the rates. There are many needs for these funds, but if it is the intent of the Legislature to roll these levy's back, there would be a budgetary impact on the County's operations. The County's tax levy is 7% of the property tax bill. He said for a typical \$100,000 home this would be \$10.00 tax savings, for the owner of a \$50,000 home the tax savings would be \$5.00, but for the owner of the Country Club Plaza the saving would be \$53,000. He said Bryan Covinsky, County Counselor, has a legal opinion regarding these issues. Ronald E. Finley asked about the legal opinion. He said he had not yet received that it. Tony Miller said he was not clear on the implications of the legal opinion on their actions. Theresa Cass Galvin said the legal opinion was not received until 9:30 a.m., during the committee hearings.

Resolutions #20508 and #20509 were adopted at this time. See page 16

for details.

6 PERFECTION OF PROPOSED ORDINANCES AND REPORTS OF COMMITTEE

Dan Tarwater III, County Legislator, said he understands this issue and the need after conversations with the school districts and the County Executive. He asked if it will be possible to increase the funding allocation for the school districts. Theresa Cass Galvin said she supports an increase to assist the districts with opening. Frank White, Jr. said he advocates keeping with the original \$5 million proposed. Ms. Galvin said she recommends increasing the funding to \$10 million. Jeanie Lauer, County Legislator, asked about the matching funds from DESE (Department of Elementary and Secondary Education). Caleb Clifford, Chief of Staff, said there is a cap on the amount of the matching grant. He said he advocates for the approval of this ordinance to allow the districts to move forward with applications for the matching funds. Jay Haden, Chief Deputy County Counselor, said there is a pending floor amendment dated September 21. Mr. Clifford said the original proposal was slightly off in the numbers from DESE. The Grandview School District asked for revisions to the allocation to be in line with the updated numbers.

5398

A motion was made by Dan Tarwater III, seconded by Jalen Anderson, to approve the Floor Amendment for Ordinance #5398 dated September 21, 2020, to delete the amount "1,081,527" and insert the amount "1,062,331.06" after the school district "Kansas City Public Schools", to delete the amount "849,507" and insert the amount "845,334.02" after school district "Independence", to delete the amount "647,496" and insert the amount "654,931.45" after the school district "Lee's Summit R-VII", to delete the amount "587,069" and insert the amount "593,867.28" after the school district "Blue Springs R-4", to delete the amount "486,365" and insert the amount "481,460.16" after the school district "Raytown C-2", to delete the amount "406,825" and insert the amount "397,936.26" after the school district "Hickman Mills C-1", to delete the amount "257,050" and insert the amount "277,662.11" after the school district "Grandview C-4", to delete the amount "254,569" and insert the amount "255,118.02" after the school district "Fort Osage R-1", to delete the amount "163,956" and insert the amount "167,916.38" after the school district "Grain Valley R-V", to delete the amount "161,008" and insert the amount "159,740.97" after the school district "Center 58", to delete the amount "82,889" and insert the amount "82,676.60" after the school district "Oak Grove R-6", and to delete the amount "21,739" and insert the amount "21,025.69" after the school district "Lone Jack C-6" all on page 2. The motion passed by a voice vote.

5398

A motion was made by Jalen Anderson, seconded by Dan Tarwater III, to perfect Ordinance #5398. The motion passed by voice vote.

(PERFECTED)

5398

A motion was made by Jalen Anderson, seconded by Dan Tarwater III, to adopt Ordinance #5398 as perfected, appropriating \$5,000,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide funds for school districts located in Jackson County, Missouri, to compensate them for unanticipated costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic and authorizing the County Executive to execute Intergovernmental Agreements with school districts, at an actual aggregate cost to the County not to exceed \$5,000,000.00. The motion passed by a roll call vote:

Yes: 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

(ADOPTED)

5405

A motion was made by Dan Tarwater III, seconded by Jalen Anderson to perfect Ordinance #5405. The motion passed by a voice vote.

(PERFECTED)

5405

A motion was made by Jalen Anderson, seconded by Dan Tarwater III, to adopt Ordinance #5405 setting the 2020 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy. The motion passed by a roll call vote:

Yes: 8 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

(ADOPTED)

5406

A motion was made by Jalen Anderson, seconded by Jeanie Lauer to perfect Ordinance #5406. The motion passed by a voice vote.

(PERFECTED)

5406

A motion was made by Jalen Anderson, seconded by Jeanie Lauer, to adopt Ordinance #5406 setting the 2020 merchants' and manufacturers' inventory replacement tax levy. The motion passed by a roll call vote:

Yes: 8 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

(ADOPTED)

5407

A motion was made by Jalen Anderson, seconded by Jeanie Lauer to perfect Ordinance #5407. The motion passed by a voice vote.

(PERFECTED)

5407

A motion was made by Jalen Anderson, seconded by Dan Tarwater III, to adopt Ordinance #5407 setting the 2020 Jackson County Community Mental Health Fund Levy. The motion passed by a roll call vote:

Yes: 8 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

(ADOPTED)

5408

AN ORDINANCE setting the 2020 Jackson County, Missouri, tax levy.

(Legislature As A Whole - 2nd. Perfection)

Ordinance #5408 will be discussed at the next legislative meeting.

A motion was made by Dan Tarwater III, seconded by Charlie Franklin to have a legislative meeting on Wednesday, September 30, 2020 at 10 A.M. in the Kansas City Legislative Assembly Area. The motion passed by a voice vote.

5409

Finance and Audit Committee moved to perfect. Consent Agenda.

5410

Legislature As A Whole moved to perfect. Consent Agenda.

7 FINAL PASSAGE OF PROPOSED ORDINANCES

5389

Consent Agenda.

5396

Consent Agenda.

5399

Consent Agenda.

5401

Consent Agenda.

5402

Consent Agenda.

5403

Consent Agenda.

5404

Consent Agenda.

8 RESOLUTIONS IN COMMITTEE

20485

A motion was made by Ronald E. Finley, seconded by Crystal Williams, to approve the Budget Committee Amendment for Resolution #20485 dated September 28, 2020, to delete the figure "125,000.00" and insert the figure "135,000.00" after the "\$" in the heading on page 1 and the fiscal on page 4, to insert the Agency "Rivers of Refuge" after the Agency "Restart" and insert the amount "\$10,000.00" after the amount "\$15,000.00", to delete the total amount "125,000.00" and insert the amount "135,000.00" after the "\$" all on page 2. The motion passed by a voice vote. Consent Agenda.

20492

Finance and Audit Committee moved to adopt.

Ronald E. Finley objected to the Consent Agenda.

20492

A motion was made by Charlie Franklin, seconded by Jalen Anderson, to adopt Resolution #20492, authorizing the County Executive to execute a sixty-month extension to the lease with BRE Space Kansas City, LLC, of Kansas City, MO, for records storage space for use by the Recorder of Deeds Department and the 16th Judicial Circuit Court of Jackson County, at an initial estimated annual cost to the County in the amount of \$204,468.91, as a sole source purchase. The motion passed by a roll call vote:

Yes: 7 - Jalen Anderson, Crystal Williams, Tony Miller, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

Absent: 1 - Scott Burnett

(ADOPTED)

20493

Land Use Committee moved to adopt.

Ronald E. Finley objected to the Consent Agenda.

20493

A motion was made by Tony Miller, seconded by Dan Tarwater III, to adopt Resolution #20493, awarding a contract for the lease of golf carts, a beverage cart, a range picker, and accessories for use by the Parks + Rec Department to E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, at a total four-year cost not to exceed \$227,472.00, under the terms and conditions of National IPA Contract No. 161101, an existing government contract. The motion passed by a roll call vote:

Yes: 8 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

(ADOPTED)

[20494](#) Inter-Governmental Affairs Committee moved to adopt. Consent Agenda.

[20495](#) Inter-Governmental Affairs Committee moved to adopt. Consent Agenda.

Theresa Cass Galvin said the County Legislature received three resumes from people interested in serving on the Jackson County Sports Complex Authority per Resolution #20496. She asked if there were any other nominations.

With no further nominations, Dan Tarwater III asked that nominations cease.

A motion was made by Dan Tarwater III, seconded by Tony Miller to add the names of Molly Haase, Mark Bredemeier and Garry Kemp to Resolution #20496. The motion passed by a voice vote.

[20496](#) Legislature As A Whole moved to adopt. Consent Agenda.

[20497](#) Inter-Governmental Affairs Committee moved to adopt. Consent Agenda.

[20499](#) Finance and Audit Committee moved to adopt.

Ronald E. Finley objected to the Consent Agenda.

[20499](#) A motion was made by Charlie Franklin, seconded by Dan Tarwater III, to adopt Resolution #20499, awarding a twelve-month contract with four twelve-month options to extend for access to real estate market and lease data, for use by the Assessment Department to CoStar Realty Information of Washington, DC, as a sole source purchase, at an actual cost to the County in the amount of \$14,304.00. The motion passed by a roll call vote:

Yes: 8 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

No: 1 - Ronald E. Finley

(ADOPTED)

[20500](#) Legislature As A Whole moved to adopt. Consent Agenda.

[20501](#) Land Use Committee moved to adopt. Consent Agenda.

[20502](#)

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

(Finance and Audit Committee - 1st. Meeting)

9 **CONSENT AGENDA**

[5409](#)

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

(PERFECTED)

[5410](#)

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

(PERFECTED)

[5389](#)

AN ORDINANCE appropriating \$50,000.00 from the undesignated fund balance of the 2020 CARES Act Fund for use by the Mid-Continent Public Library of Kansas City, MO, to implement a hotspot lending program to facilitate additional internet connectivity for students of higher education in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic and the migration to virtual classrooms for the 2020-2021 school year.

(ADOPTED)

[5396](#)

AN ORDINANCE authorizing the issuance of not to exceed \$4,500,000 principal amount of special obligation refunding bonds (Animal Shelter Project), series 2020, of Jackson County, Missouri, and authorizing certain other documents and actions by the County.

(ADOPTED)

[5399](#)

AN ORDINANCE appropriating \$14,500.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide funds for use by the Information Technology and Communications Departments to acquire queue-management software, tent rental, and billboard rental in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic, at an aggregate cost to the County not to exceed \$14,500.00.

(ADOPTED)

5401

AN ORDINANCE appropriating \$5,590,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide funds to Swope Health Services, KC Care Health Center, and Samuel U. Rodgers Health Center, to compensate them for unanticipated costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic and authorizing the County Executive to execute cooperative agreements with the agencies, at an aggregate cost to the County not exceed \$5,590,000.00.

(ADOPTED)

5402

AN ORDINANCE appropriating \$80,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide funds to the Jackson County Board of Election Commissioners to compensate for unanticipated costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic, at an actual cost to the County not to exceed \$80,000.00.

(ADOPTED)

5403

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

(ADOPTED)

5404

AN ORDINANCE repealing sections 286. and 287., Jackson County Code, 1984, relating to County associates not within the merit system and enacting, in lieu thereof, two new sections relating to the same subject.

(ADOPTED)

20485

A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain organizations which provide assistance to homeless persons, at an aggregate cost to the County not to exceed \$135,000.00.

(ADOPTED)

20494

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

(ADOPTED)

20495

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

(ADOPTED)

20496

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

(ADOPTED)

20497

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

(ADOPTED)

20500

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

(ADOPTED)

20501

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

(ADOPTED)

Ordinances #5409 and #5410 were moved to the Consent Agenda for perfection. Ordinances #5389, #5396, #5399, #5401, #5402, #5403, #5404 and Resolutions #20485, #20494, #20495, #20496, #20497, #20500, and #20501 were moved to the Consent Agenda for adoption.

A motion was made by Dan Tarwater III, seconded by Jalen Anderson, to approve the Consent Agenda. The motion passed by a roll call vote:

Yes: 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE

5411

A motion was made by Dan Tarwater III, seconded by Jalen Anderson to perfect Ordinance #5411. The motion passed by a voice vote.

(PERFECTED)

5411

A motion was made by Dan Tarwater III, seconded by Jalen Anderson, to adopt Ordinance #5411 appropriating \$15,000.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund and authorizing the County Executive to execute an agreement with the U.S. Department of Homeland Security in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Dough Boy." The motion passed by a roll call vote:

Yes: 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

(ADOPTED)

5412

Appropriating \$28,989.00 from the undesignated fund balance of the 2020 Health Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$28,989.00 to the Mid-America Regional Council, relating to the Local Emergency Planning Committee.

(Assigned to the Budget Committee.)

5413

A motion was made by Charlie Franklin, seconded by Dan Tarwater III to perfect Ordinance #5413. The motion passed by a voice vote.

(PERFECTED)

5413

A motion was made by Charlie Franklin, seconded by Dan Tarwater III, to adopt Ordinance #5413 transferring \$160,000.00 within and appropriating \$493,081.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund, in acceptance of the 2020 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force. The motion passed by a roll call vote:

Yes: 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

(ADOPTED)

5414

Transferring \$2,721,465.00 within and appropriating \$13,757,000.00 from the undesignated fund balance of the 2020 County Improvement Fund, transferring \$1,400,000.00 within the 2020 Assessment Fund, and awarding a contract on Requests for Proposals Nos. 69-19, 1-20, and 2-20, for the furnishing of maintenance of assessment data, a computerized mass appraisal system, and reassessment services, all for use by the Assessment Department, to Tyler Technologies of Moraine, OH, at an actual cost to the County not to exceed \$17,878,465.00.

(Assigned to the Legislature As A Whole.)

20509

A motion was made by Dan Tarwater III, seconded by Jalen Anderson, to adopt Resolution #20509, congratulating Tom Wyrsh upon the occasion of his retirement from Jackson County. The motion passed by a roll call vote:

Yes: 9 - Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer and Theresa Cass Galvin

(ADOPTED)

20510

Awarding a twelve-month term and supply for the furnishing of surplus liquidation and/or auction service and related services for use by the Sheriff's Office to Property Room.com, of Frederick, Maryland, under the terms and conditions of the National Joint Powers Alliance (NJPA) Contract No. 041316-PRC, an existing government contract, at no cost to the County. *(Assigned to the Justice and Law Enforcement Committee.)*

12 COUNTY EXECUTIVE ORDERS

None.

13 UNFINISHED BUSINESS

None.

14 NEW BUSINESS

Theresa Cass Galvin said after Labor Day many legislators had received reports of shootings in Greenwood, Missouri. Jackson County Sheriff's Captain Rhonda Montgomery said there is currently no update on the investigation. They believe there are different perpetrators, but the investigation is ongoing.

Crystal Williams, County Legislator, said the new plexiglass barriers look cool. She wondered if those still uncomfortable with meeting in person will be able to continue to attend meetings online. Theresa Cass Galvin said she sees no issue with meeting online. She requested that legislators let her know when they have plans to meet virtually so preparations can be adequately made to accommodate everyone.

Ronald E. Finley asked for a moment of silence for Rosemary Lowe, who passed away September 22, 2020. Ms. Lowe was the first Black woman elected in Jackson County, serving on the Democratic County Committee's 14th Ward for 20 years.

15 ADJOURNMENT

A motion was made by Dan Tarwater III, seconded by Charlie Franklin, to adjourn the meeting. The motion passed by a voice vote.

*Meeting adjourned until Wednesday, September 30, 2020 at 10:00 A.M.
at the Jackson County Courthouse, 415 E. 12th Street, Kansas City,
Missouri, 2nd Floor, Legislative Assembly Area.*