

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a lease agreement with the State of Missouri for parking spaces at the County-owned parking garage located at 14th and Locust in Kansas City, MO at no cost to the County.

RESOLUTION NO. 22255, April 27, 2026

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the State of Missouri is in need of parking spaces within downtown Kansas City for operations at its Fletcher Daniels Office Building located at 615 E. 13th Street, Kanas City, MO; and,

WHEREAS, the County has negotiated a proposed lease for 50 parking spaces within the County-owned parking lot located at 14th and Locust in Kansas City, MO; and,

WHEREAS, the parking spaces are going to be used long term, with annual lease renewals, and will be leased to the State of Missouri at a cost paid to the County; and,

WHEREAS, the State of Missouri will pay the County a fee of \$36,000.00 annually, which will be rendered upon execution of a lease agreement; 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 lease agreement with the State of Missouri on behalf of the County.

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

APPROVED AS TO FORM:

Bryan Cousley
County Counselor

I hereby certify that the attached resolution, Resolution No. 22255 of April 27 2026, was duly passed on April 29, 2026 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6

Nays 0

Abstaining 0

Absent 0

Excused 3

4.29.2026
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

State of Missouri**Parking Lease #04811942**

- | | | |
|----|--|---|
| 1. | Initial Term: | <u>June 1, 2026 to May 31, 2027</u> |
| 2. | Premises Description and Location: | <u>14th Street Garage
505 E. 14th Street
Kansas City, MO 64016
(Basement level)</u> |
| 3. | Number of Parking Spaces Provided at the Premises: | <u>50</u> |
| 4. | Firm, Fixed Price Per Space Per Month: | <u>\$60.00</u> |
| 5. | Monthly Total: | <u>\$3,000.00</u> |
| 6. | Annual Total: | <u>\$36,000.00</u> |
| 7. | Renewal Periods: | <u>Annual / One Year</u> |
| 8. | Lessor: | |
| | Name: | <u>Jackson County</u> |
| | Address: | <u>415 E. 12th Street</u> |
| | City/State/Zip: | <u>Kansas City, MO 64106</u> |
| | State of Missouri Vendor Number: | |
| 9. | Payment Address: | <u>Manager of Finance
Attn: John Gordon
415 E. 12th Street
Kansas City, MO 64106</u> |

PARKING LEASE GENERAL CONDITIONS

1. **Leased Premises:** Lessee agrees to rent from Lessor and Lessor agrees to rent to Lessee the number of parking spaces in the garage facility or parking lot identified on Page 1 of this Lease as the Premises. (As used herein, "Premises" shall refer to the entire parking lot or garage facility identified above; however, Lessee shall have possession only of the area designated for its use.) Lessor shall reserve said number of parking spaces within such garage or parking lot for the exclusive possession of Lessee, and its employees, agents and invitees throughout the term of this Lease.
2. **Term of Lease:** This Lease shall be in effect for the period identified as the Initial Term on Page 1 of this Lease.
3. **Rent:** Lessee will annually pay Lessor the amount identified on Page 1 of this Lease as the Annual Total. Such amount shall be payable monthly, in arrears in the amount shown on Page 1 of this Lease as the Monthly Total, upon submission of an invoice by the Lessor. Lessee shall not have any obligation to make payment to Lessor until Lessee receives an invoice. Lessee shall pay late fees only in accordance with Section 34.055, RSMo.
4. **Renewal Terms:**
 - a. Lessor grants Lessee the option to renew this Lease for the number of successive one-year periods called Renewal Periods indicated on Page 1 of this Lease.
 - b. Lessee shall be deemed to have exercised its option to renew this Lease for the applicable Renewal Period unless Lessee notifies Lessor, in writing, of its intent to vacate the Premises not less than sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period. Lessee need not notify Lessor of its intent to vacate at the end of the final Renewal Period.
 - c. In the event Lessee remains in possession of the Premises after the final Renewal Period without executing a new Lease Agreement, Lessee shall be deemed to be occupying the Premises as a Lessee from month-to-month, with the parties, therefore, subject to thirty (30) days written notice of termination. All other applicable terms of this Lease shall remain in effect. Lessor agrees to accept the last agreed-upon rental rate on a monthly basis until the Lessor terminates the Lease, a new Lease is executed by Lessor and Lessee, or the Premises is vacated, whichever is sooner.
5. **Use of Premises:**
 - a. Lessee may use the Premises only for parking, unless another use is approved by Lessor.
 - b. Lessee may utilize the Premises twenty-four (24) hours per day, seven (7) days per week, including holidays.
 - c. Lessee will not make any alterations, additions, repairs, improvements or decorations to the Premises without written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.
 - d. Lessee will not affix or cause to be affixed to the Premises any sign, advertisement or notice without written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.
6. **Maintenance and Repair:**
 - a. Lessor shall maintain the Premises in good repair during the Initial Term and all Renewal Periods of this Lease. All repairs and improvements to the Premises, including repairs and improvements to the parking spaces or area dedicated for use by the Lessee, are to be made and paid for by Lessor, except that the Lessee shall reimburse Lessor for the actual costs for repairs made by Lessor or its agent to the Premises that are caused by the gross negligence of the Lessee, its agents, employees or invitees.

- b. In the event the Premises fall into disrepair as a result of Lessor's failure to perform maintenance, such that the ability of Lessee or its employees, agents or invitees to safely or comfortably utilize the Premises is substantially impaired, Lessee shall notify Lessor in writing of the general nature of the disrepair. Lessor shall have fourteen (14) calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair. If Lessor fails to correct the disrepair within fourteen (14) days, then Lessee may, at its option, (1) take measures to correct the disrepair and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies Lessee may seek; (2) terminate this Lease without additional notice, vacate the Premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the Premises, as well as the costs incurred by the Lessee in vacating the Premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair.
- c. Lessor must stripe all parking spaces on the Premises, and maintain such striping in a clearly visible condition throughout this Lease.

7. **Accessibility and Safety:**

- a. Lessor shall ensure that the Premises are accessible as defined by the Americans with Disabilities Act Standards for Accessible Design and must follow the requirements of the 2010 Standards and all related regulations.
- b. Lessor shall provide adequate lighting on the Premises to allow safe use of the Premises by Lessee and its employees, agents, and invitees.

8. **Services:**

- a. Lessor shall arrange and pay for removal of snow and ice from the Premises by 7:30 a.m. of each working day (Monday through Friday), and as required throughout each working day to allow safe use of the Premises by Lessee and its employees, agents, and invitees.
- b. Lessor shall pay for any and all necessary utilities.

9. **Damage or Loss of Premises:** If the Premises or related structures are damaged or destroyed by fire or other casualty so that the Premises become unusable or unsafe for parking purposes, the rent shall be abated or reduced in proportion to the remaining number of usable parking spaces or square footage, as mutually determined by the Lessor and Lessee, until the Premises are restored by Lessor. Lessor shall not be obligated to repair or restore the Premises in the event of such damage. However, Lessor shall notify Lessee in writing of its intent concerning repair and restoration of the Premises within fifteen (15) calendar days after such damage. If Lessor elects not to repair or restore the Premises or if Lessor elects to repair or restore the Premises but the Premises are not restored to substantially as good a condition as prior to such damage within sixty (60) calendar days after such damage, Lessee may elect to terminate the Lease. If Lessee elects to terminate the Lease under this provision, it shall give Lessor ten (10) calendar days written notice of its intent to do so, and Lessor shall return to Lessee any rent paid in advance for the period after the effective date of such notice.

10. **Assignment:**

- a. Lessee may assign its rights in the Premises only upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.
- b. Use of a parking space included in this Lease by an agency or employee of the State of Missouri shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.

11. **Quiet Enjoyment:** Lessor shall, so long as Lessee fully complies with all of the terms and conditions of this Lease, permit Lessee to peaceably and quietly have, hold, and enjoy the portion of the Premises assigned to Lessee for the term of this Lease. Anything to the contrary in this Lease notwithstanding, Lessor covenants and represents that Lessor has full right, title, power and authority to make, execute and deliver this Lease.

12. **Lessor Liability for Damage:** Lessor shall not be responsible for the loss of or damage to vehicles or to articles of personal property left in vehicles within the Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.
13. **Indemnification:** **To the extent allowed by law, both parties shall indemnify and hold harmless each party** from all liabilities, charges, expenses, and costs arising on account of, or by reason of, injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the Premises at the time of injury, unless said dangerous condition shall have been caused or created by, or have resulted from, the wrongful act of omission of any employee of Lessee within the course of his/her employment.
14. **Notices:**
- a. Any notice by Lessor concerning this Lease shall be sent by regular mail to the Division of Facilities Management, Design and Construction, Real Estate Services Section, P. O. Box 809, 301 West High Street, Room 730, Jefferson City, Missouri 65102.
 - b. Any notice by Lessee concerning this Lease shall be sent by the Division of Facilities Management, Design and Construction, Real Estate Services Section, by regular mail to Jackson County Administration, Attn: Daren Fristoe, 415 E. 12th Street, 1M, Kansas City, MO 64106.
 - c. All notices required by this Lease shall be effective upon mailing, with the exception of invoices, which shall be effective upon receipt as indicated above.
 - d. Any concerns of Lessor regarding the daily operation of this Lease shall be directed to Brian Gaddie, Director of Public Works, Jackson County.
15. **Appropriations:** Lessor and Lessee understand and agree that this Lease shall not be binding upon Lessee unless and until appropriations have been made by the Missouri legislature and, if applicable, funds have been received from the United States Government for the payment of rent or for any other payment under this Lease on behalf of Lessee for the fiscal period embracing the initial period or any option or post-option period of this Lease.
16. **Misc. Provisions:**
- a. Lessor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Premises, with full power and authority to execute this Agreement.
 - b. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Missouri. Suit, if any, must be brought in the State of Missouri, in the county where the Premises is located.
 - c. The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors and assigns.
 - d. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understanding of the parties with respect thereto, whether oral or written.
 - e. Except as may otherwise be expressly provided in this Lease, every amendment or modification to this Lease shall be in writing and executed by the parties.
 - f. Section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.
 - g. If any provision of this Lease or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or

circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

AUTHORIZED SIGNATURES:

LESSEE

Office of Administration

LESSOR

Jackson County

Chuck Mayer (date)
Real Estate Services Manager
Facilities Management, Design and Construction

Phil LeVota (date)
Jackson County Executive

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06/15/2022