



Jackson County Health Department

Nov. 3-10, 2021

COVID-19 Data

More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 40,654
- Total Deaths – 540

Totals by Week:

- Cases – 391
- Deaths – 4

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

Current Outbreaks

Child Prodigy South – 7
 Ignite Medical Resort Blue Springs – 6
 Jefferson Health Care – 8

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

JACOHD/Jackson County Vaccine Data

**Jackson County vaccine data can be found [here](#).

JACOHD

- Total doses administered – 79,884
- Jackson County
 - 53.3% of Jackson County residents have initiated vaccination; 48.5% have completed vaccination
 - Jackson County’s population: 269,503
 - 143,670 first doses have been administered; 286,048 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, Nov. 16, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Weds., Nov. 17, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Symptomatic Testing:	Call 816-404-CARE

JACOHD Vaccine Clinics

Everyone over the age of 12 is eligible for vaccination. Residents can visit [jacohd.org/events](#) to find clinic registration and walk-in hours.

Thursday, Nov. 11, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Friday, Nov. 12, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit 2 p.m. – 6 p.m. – Blue Springs South Mid-Continent Library
Saturday, Nov. 13, 2021	10 a.m. – 2 p.m. – Colbern Road Library
Monday, Nov. 15, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Tuesday, Nov. 16, 2021	9 a.m. – 12 p.m. – Ralph Powell Road, Lee’s Summit

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

November 12 – November 18, 2021

11-12-2021 Friday

NO ANTI-CRIME, JUSTICE & LAW ENFORCEMENT,
INTER-GOVERNMENTAL AFFAIRS, HEALTH &
ENVIRONMENT, FINANCE & AUDIT, LAND USE,
PUBLIC WORKS, RULES, OR SITE PREPARATION
OVERSIGHT COMMITTEE MEETINGS

9:30 A.M. Budget Committee Meeting – (Outside Agencies)
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

10:45 A.M. **LEGISLATIVE MEETING –**
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

11-15-2021 Monday

NO MEETINGS –

11-16-2021 Tuesday

NO ANTI-CRIME, JUSTICE & LAW ENFORCEMENT,
INTER-GOVERNMENTAL AFFAIRS, FINANCE &
AUDIT, BUDGET, RULES, OR SITE PREPARATION
OVERSIGHT COMMITTEE MEETINGS

9:45 A.M. Health & Environment Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:50 A.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:55 A.M. Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

- 10:00 A.M. LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

There will be a public hearing regarding Ordinance #5567.

Closed meeting per Resolution #20819
- 2:05 P.M. Bid Opening Purchasing Department –
Hila “Dutch” Newman Legislative Conference Room
415 East 12th Street, 2nd Floor, Kansas City, MO
- 11-17-2021 Wednesday 11:30 A.M. Land Trust of Jackson County Meeting –
Conducted by teleconference: Dial #605-313-6003
Access #821-980
- 11-18-2021 Thursday 10:00 A.M. Pension Plan Board of Trustees Meeting –
Meeting will be held via Zoom. For more information
contact, Maria Leathers at mleathers@jacksongov.org
- 5:15 P.M. Ethics, Human Relations & Citizen Complaints
Commission Meeting –
Meeting will be held via Zoom. For more information
contact, Anita Mackrel at amckrel@jacksongov.org.

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk’s Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk’s Office by NOON Wednesday of each week

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$20,000.00 from the undesignated fund balance of the 2021 Homeless Assistance Fund and authorizing the County Executive to execute a Cooperative Agreement with Westside CAN which provides assistance to homeless persons, at a cost to the County in the amount of \$20,000.00.

ORDINANCE NO. 5567, November 16, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

WHEREAS, the County actually imposed said fee by Ordinance 1986, dated June 10, 1991; and,

WHEREAS, by enacting sections 9054. through 9059., Jackson County Code, 1984, the Legislature created the Housing Resources Commission (HRC) and designated the HRC as the agency of the County responsible for determining the allocation and distribution of the proceeds of the user fee to organizations providing services to homeless persons; and,

WHEREAS, the HRC at its meeting of November 4, 2021, the HRC recommended a Cooperative Agreement with Westside CAN for emergency cold weather assistance for homeless persons; and,

WHEREAS, the execution of this Cooperative Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; and,

WHEREAS, an appropriation is necessary to fund this Agreement; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Homeless Assistance Fund 043-9999	32810- Undesignated Fund Balance	\$20,000	
Housing Resource Commission 043-7001	56789- Outside Agency Funding		\$20,000


and,

BE IT FURTHER ORDAINED that the County Executive be, and hereby is, authorized to execute a Cooperative Agreement with Westside CAN for the purpose of providing assistance to homeless persons, in a form to be approved by the County Counselor; and,

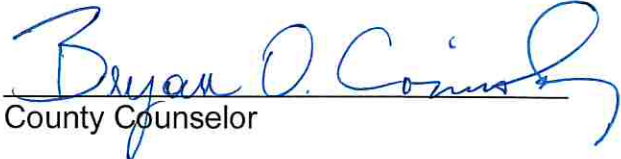
BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be, and hereby is, authorized to make all payments, including final payments on the agreement.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5567 introduced on November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5567.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 043 9999 32810
ACCOUNT TITLE: Homeless Assistance Fund
Undesignated Fund Balance
NOT TO EXCEED: \$20,000.00

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

ACCOUNT NUMBER: 043 7001 56789
ACCOUNT TITLE: Homeless Assistance Fund
Housing Resources Commission
Outside Agency Funding
NOT TO EXCEED: \$20,000.00

11/12/2021
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5567

Sponsor: Dan Tarwater III

Date: November 16, 2021

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5567
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	11/16/2021

Introduction

Action Items: ['Authorize', 'Appropriate']

Project/Title:

An Ordinance appropriating \$20,000 from the undesignated fund balance of the 2021 Homeless Assistance Fund, and authorizing the County Executive to execute a cooperative agreement with the Westside CAN to provide emergency cold weather assistance to homeless persons, at a cost to the County not to exceed \$20,000

Request Summary

This request will require a fiscal note and public hearing.

Request for legislative action to appropriate from the Undesignated Fund Balance of the 2021 Homeless Assistance Fund and to authorize the County Executive to execute a cooperative agreement with Westside CAN to provide emergency cold weather assistance to homeless persons.

The Housing Resources Commission Board met November 4, 2021 and authorized an Emergency Cold Weather Funding Request from Westside CAN (attached). This one-time request will be used to purchase socks, gloves, hats coveralls and winter boots to distribute to homeless camps. Funding will be provided to Westside CAN on a reimbursement basis after appropriate receipts and documentation are provided.

Contact Information

Department:	Housing Resource Commission	Submitted Date:	11/9/2021
Name:	James D. Tindall	Email:	JTindall@jacksongov.org
Title:	Director	Phone:	816-881-1409

Budget Information

Amount authorized by this legislation this fiscal year:	\$20,000
Amount previously authorized this fiscal year:	\$461,736
Total amount authorized after this legislative action:	\$481,736
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
043 (Homeless Assistance Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$20,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
043 (Homeless Assistance Fund)	7001 (Housing Resource Commission)	56789 (Outside Agency Funding)	\$20,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5510	May 17, 2021
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab. 	

Request for Legislative Action

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History

James D. Tindall at 11/9/2021 11:32:47 AM - [Submitted | Since this Ordinance is for emergency funding for the homeless, we ask for assistance from all to get this on the Legislative Agenda for Tuesday, November 16th.]

Department Director: Mary Jo Spino at 11/9/2021 11:47:20 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 11/9/2021 1:03:15 PM - [Not applicable |]

Compliance: Katie M. Bartle at 11/9/2021 3:26:53 PM - [Returned for more information | Returned by request of Clerk's Office.]

Submitter: James D. Tindall at 11/9/2021 3:42:47 PM - [Submitted | We noticed an error on the budget page and went in and updated to the correct numbers.]

Department Director: Dawn C. Hickman at 11/9/2021 3:54:20 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 11/9/2021 4:22:31 PM - [Not applicable |]

Compliance: Katie M. Bartle at 11/10/2021 10:48:46 AM - [Approved | eRLA 306]

Finance (Budget): Mark Lang at 11/11/2021 10:18:58 PM - [Approved | The fiscal note has been attached.]

Executive: Sylvya Stevenson at 11/12/2021 10:41:57 AM - [Approved |]

Legal: Elizabeth Freeland at 11/12/2021 12:27:50 PM - [Approved |]

Supplemental Appropriation Request Jackson County, Missouri

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

Date: November 11, 2021

Ord #	5567
eRLA ID #:	306

Org Code/Description	Object Code/Description	From	To
043 Homeless Assistance Fund			
9999 -	32810 Undesignated Fund Balance	\$ 20,000	\$ -
7001 Housing Resource Commission	56789 Outside Agency Funding	-	20,000
		\$ 20,000	\$ 20,000

APPROVED
By Mark Lang at 10:15 pm, Nov 11, 2021

Budget Office

WESTSIDE COMMUNITY ACTION NETWORK CENTER
2038 JEFFERSON STREET, KANSAS CITY MO 64108
Tel 816.842.1298 Fax 816.842.1241



Emergency Cold Weather Funding Request

Housing Resources Commission

11/4/2021

Among hundreds of houseless campsites, there are 7-8 in the downtown northeast and Westside neighborhoods that are currently being serviced by two volunteer organizations. There is approximately 300 individuals that frequent these larger camps.

Many of these residents are shelter averse for a variety of reasons. Mental health, substance abuse, prior history of rule violations, or just oppositional behavior leaves many Jackson County residents on the streets during extreme weather. The LGBTQ and Trans population have reported anecdotally that shelters can be problematic.

Belvidere Park at the NW corner of Paseo and Independence Avenue is the largest with 50 people and continues to spread south with another encampment of approximately 30 people on the next two blocks south on Paseo across from Aldis.

There is another large camp on Armour at Hope Faith of about 50, then another at 10th & Harrison of over 30 people.

A group of neighborhood volunteers have been assisting by sourcing and distributing food, water, blankets, hygiene items for the last several months. Many times these volunteers have paid for items themselves.

The Westside has three large camps, which are mostly hidden in forested areas. The camp off of Cesar Chavez has approximately 60 people, 2030 Jefferson under the I-35 overpass has 25-30 people, and the camp at 17th & Washington has over 30 people.

Our immediate concern is that freezing temperatures have begun this week, but the city ordinance to address these issues just got voted out of committee on November 3rd. It is expected to pass in full council session on November 4th, but time to implement, source and purchase items could take several weeks.

We are seeking a one-time request of \$20,000.00 to purchase socks, gloves, hats, coveralls and winter boots to distribute in these camps. We would also provide blankets, hand warmers and a limited number of tents (to replace damaged or stolen tents as needed).

The Westside CAN Center, a current Outside Agency has the ability and willingness to administer a quick-turn around project like this, we have similar programs already in place for food distribution and COVID relief.

For approximately \$60.00 per person, a life could be saved, not to mention several fingers and toes, by just providing a few basic items to a population that is resistant or unable to utilize local shelters.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of tree removal service for use by various County departments to Shawnee Mission Tree Services, Inc., dba Arbor Masters of Shawnee, KS, under the terms and conditions of Invitation to Bid No. 47-21.

RESOLUTION NO. 20815, November 16, 2021

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 47-21 for the furnishing of tree removal service for use by various County departments for the upcoming twelve-month period; and,

WHEREAS, a total of twenty-two notifications were distributed and one response was received and evaluated from Shawnee Mission Tree Services, Inc., dba Arbor Masters of Shawnee, KS; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of tree removal service for use by various County departments be awarded to Shawnee Mission Tree Services, Inc.; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award and any necessary extension; and,

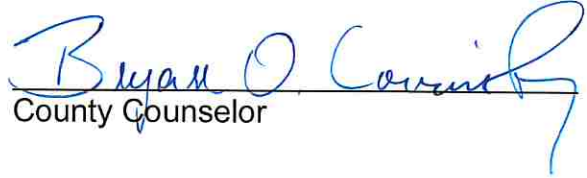
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20815 of November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

11/10/2021

Date



Chief Administrative Officer

Request for Legislative Action**Completed by County Counselor's Office**

Action Requested:	Resolution	Res.Ord No.:	20815
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	11/16/2021

Introduction**Action Items:** ['Award']**Project/Title:**

Awarding a Twelve (12) Month Term and Supply Contract, with One (1) Twelve (12) Month Option to Extend for the furnishing of Tree Removal Services for use by Various County Departments to Shawnee Mission Tree Service, Inc. dba Arbor Masters of Shawnee, KS under the terms and conditions of Invitation to Bid No. 47-21.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Tree Removal Services. The Purchasing Department issued Invitation to Bid No. 47-21 in response to this need.

A total of Twenty-Two (22) notifications were distributed and one (1) response was received and evaluated as follows:

Vendor and Location: **Shawnee Mission Tree Services, Inc. dba Arbor Masters of Shawnee, KS**

Tree Removal 0" > 15" dbh: **\$675 each**

Tree Removal 15" > 25" dbh: **\$1125 each**

Tree Removal 25" > 36" dbh: **\$1800 each**

Tree Removal 36" + dbh: **\$2400**

Concrete Removal: **NO BID**

General Foresperson: **\$95 per hour**

Tree Trimmer: **\$90 per hour**

Grounds Person: **\$85 per hour**

Aerial Lift, Truck Mounted, Minimum 50' Height (with Dump Body Chipper Bod or separate Dump Body Chiooer Truck): **\$145 per hour**

Brush Chipper, Trailer Mounted, Drum or Dish, 12" Minimum Cap: **\$45 per hour**

Broom Style Claw Loader with Dump Bed or front end attached Claw Loader and separate Dump Body Truck capable of hauling brush and logs: **\$190 per hour**

Dumo Body Truck (minimum): **\$85 per hour**

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends award for Tree Removal Services to Shawnee Mission Tree Service Inc, dba Arbor Masters of Shawnee, KS as the lowest and best bid meeting specifications.

The award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Request for Legislative Action

Annual Estimated Usage: \$95,000.

Contact Information			
Department:	Finance	Submitted Date:	9/21/2021
Name:	Katelyn W. Edgar	Email:	KEdgar@jacksongov.org
Title:	Buyer	Phone:	816-881-3292

Budget Information			
Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19872	May 21, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Katelyn W. Edgar at 9/21/2021 4:05:42 PM - [Submitted |]
Department Director: Bob Crutsinger at 9/23/2021 4:53:37 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/24/2021 9:57:48 AM - [Approved |]
Compliance: Katie M. Bartle at 9/27/2021 1:46:59 PM - [Returned for more information | A Contractor Utilization Plan (CUP) has not been submitted to the Compliance Office for review. There are WBE goals on this bid and an approved CUP is required.]
Submitter: Katelyn W. Edgar at 11/1/2021 11:25:50 AM - [Submitted | Goals for this contract have been waived by Jaime Guillen on 11/1/2021.]
Department Director: Bob Crutsinger at 11/1/2021 12:35:21 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 11/2/2021 9:18:14 AM - [Approved |]
Compliance: Katie M. Bartle at 11/2/2021 9:42:33 AM - [Approved | eRLA 247]
Finance (Budget): Mark Lang at 11/2/2021 10:06:30 AM - [Approved |]
Executive: Troy Schulte at 11/2/2021 12:40:53 PM - [Approved |]
Legal: Elizabeth Freeland at 11/10/2021 1:36:12 PM - [Approved |]



JACKSON COUNTY

Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
www.jacksongov.org

*Administration
Historic Sites
Ranger Station
Leisure Services
(816) 503-4800
Fax (816) 795-1234*

*Kemper Outdoor
Education Center
(816) 229-8980*

*Fred Arbanas
Golf Course at
Longview Lake
(816) 761-9445*

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

MEMORANDUM

TO: Katelyn Edgar, Buyer
FROM: John Johnson, Superintendent Park Operations
DATE: September 20, 2021
SUBJECT: Bid No. 47-21 – “Tree Removal Services”

The Parks Department recommendation is to award the contract to the sole respondent, Shawnee Mission Tree Service (dba Arbor Masters). Removal of dangerous and/or damaged trees is a high priority for Parks + Rec, as many are located along trails, near park shelters/playgrounds, parking lots or privately owned homes.

I checked with two of the references and they were pleased with the quality of work and the dependability of this vendor.

Our **projected usage** during the next twelve months is \$ 55,000.

003 – 1602 - 56726 - \$15,000
003 – 1624 – 56726 - \$5,000
003 – 3601 – 56726 - \$15,000
003 – 1609 – 56726 - \$10,000
003 – 1608 – 56726 - \$10,000 (dependent upon budget approval)



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Katelyn Edgar, Finance and Purchasing Department
FROM: Jim Evans, Road and Bridge Administrator, Public Works Department
DATE: September 20, 2021
SUBJECT: Recommendation for Vendor: Arbor Masters.

The Public Works Department needs a term and supply vendor for the services of Tree Removal Services.

The Purchasing Department bid such services and Arbor Masters can provide Jackson County with tree removal.

For the reasons above, it has been requested that Arbor Masters be awarded the term and supply contract for Bid No. 47-21 Tree Removal Services.

It is estimated that the County could spend approximately \$40,000.00 annually with Arbor Masters.

Thank you for your consideration.

Thank You,

Jim Evans, Road & Bridge Administrator

ABSTRACT OF BIDS

Invitation to Bid No. 47-21 Tree Removal Services Opens: 2:00 PM, CDT on 9/7/2021		Shawnee Mission Tree Service	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
7.1	Tree Removal 0" > 15' dbh	675.00					
7.2	Tree Removal 15" > 25" dbh	1,125.00					
7.3	Tree Removal 25" > 36" dbh	1,800.00					
7.4	Tree Removal 36" + dbh	2,400.00					
7.5	Concrete Removal	- NB -					
7.6	General Foreperson	95.00					
7.7	Tree Trimmer	90.00					
7.8	Grounds Person	85.00					
7.9	Aerial Lift, Truck Mounted, Minimum 50' Height (with Dump Body Chipper Bod or separate Dump Body Chicoer Truck)	145.00					
7.10	Brush Chipper, Trailer Mounted, Drum or Dish, 12" Minimum Cap	45.00					
7.11	Broom Style Claw Loader with Dump Bed or front end attached Claw Loader and separate Dump Body Truck capable of hauling brush and logs	190.00					
7.12	Dumo Body Truck (minimum)	85.00					
CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: <u>September 7, 2021</u> , BY <u>Christy Spru</u> CLERK OF THE LEGISLATURE <u>KEEY</u> PURCHASING							

SEP 7 PM2:02

7.0 QUOTATION

Item No.	Item Description	Quantity	Unit	Unit Price
Tree Maintenance Removal				
7.1	Tree Removal 0" > 15" dbh	1	Each	\$ 675
7.2	Tree Removal 15" > 25" dbh	1	Each	\$ 1125
7.3	Tree Removal 25" > 36" dbh	1	Each	\$ 1800
7.4	Tree Removal 36" + dbh	1	Each	\$ 2400
Concrete Removal				
7.5	Concrete Removal	1	Sq. Ft.	\$ NO BID
Additional Tree Maintenance				
7.6	General Foreperson	1	Hour	\$ 95
7.7	Tree Trimmer	1	Hour	\$ 90
7.8	Grounds Person	1	Hour	\$ 85
7.9	Aerial Lift, Truck Mounted, Minimum 50' Height (with Dump Body Chipper Bod or separate Dump Body Chiooer Truck)	1	Hour	\$ 145
7.10	Brush Chipper, Trailer Mounted, Drum or Dish, 12" Minimum Cap	1	Hour	\$ 45
7.11	Broom Style Claw Loader with Dump Bed or front end attached Claw Loader and separate Dump Body Truck capable of hauling brush and logs	1	Hour	\$ 190
7.12	Dumo Body Truck (minimum)	1	Hour	\$ 85
Total Unit Prices/Total Base Bid Price				\$ 6,735

★ PRICING DOES NOT INCLUDE MINORITY PARTICIPATION

Company Name	Shawnee Mission Tree Service, Inc. dba Arbor Masters
Company Address	8250 Cole Parkway
Company City, State and Zip Code	Shawnee, Kansas 66227
Authorized Officer Name	Mark Cantrell
Authorized Officer Title	Vice President
Phone Number	Cell: 913-530-8831 Office: 913-441-8888
Email Address	mcantrell@arbormasters.com

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a five-year Lease Agreement for the lease of office space for use by the Jackson County Drug Task Force with EL, LLC, of Blue Springs, MO, under the terms and conditions of Request for Proposals No. 60-21, at a cost to the County for 2022 in the amount of \$50,400.00, and a total five-year cost of \$252,000.00.

RESOLUTION NO. 20816, November 16, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 17567, dated April 11, 2011, the Legislature did authorize the execution of a five-year lease agreement with EL, LLC, of Blue Springs (Jackson County), MO, to lease office space for use by the Jackson County Drug Task Force; and,

WHEREAS, by Resolution 19300, dated October 31, 2016, this lease was extended for an additional five-year term; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals on Request for Proposals (RFP) No. 60-21 for rental of required office space; and,

WHEREAS, a total of twenty-seven notifications were distributed and one response was received from EL, LLC, of Blue Springs (Jackson County), MO, and evaluated; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a five-year lease to the respondent,

under the terms and conditions of RFP No. 60-21, for the reason that it has submitted the lowest and best proposal; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made as recommended by the Director Finance and Purchasing and that the director be, and is hereby, authorized to execute for the County the attached Lease Agreement and any other documents necessary to the accomplishment of the award; and,

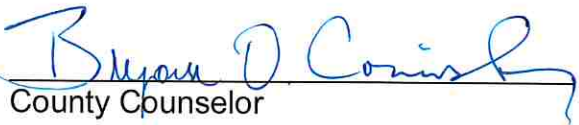
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the lease, to the extent that sufficient appropriations are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20816 of November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this action are subject to appropriation in the 2022 and future years' annual budgets.

11/10/2021

Date



Chief Administrative Officer

LEASE AGREEMENT

THIS LEASE AGREEMENT, (the "Lease Agreement"), is made by and between **EL LLC**, a Missouri limited liability company (the "Owner"), as Lessor and **JACKSON COUNTY, MISSOURI** (the "Lessee"), as Lessee.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease Agreement, capitalized words and terms as used in this Lease Agreement shall have the following meanings:

"Commencement Date" is the date when the term of the Lease Agreement begins and the Lessee's obligation to pay rent accrued, which date shall be the date on stated in Section 3.02(a).

"Lessee" means Jackson County, Missouri.

"Lessee Representative" means the Jackson County Executive, or such other person at the time designated to act on behalf of the Lessee as evidenced by a written certificate furnished to the Owner containing the specimen signature of such person and signed on behalf of the Lessee by the Jackson County Executive as authorized by resolution of the Jackson County Legislature. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessee Representative.

"Event of Default" means an Event of Default as described in **Section 12.01** of the Lease Agreement.

"Fiscal Year" means the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from January 1 to the last day of December.

"Lease Agreement" means this Lease Agreement between the Owner and the Lessee, as from time to time amended and supplemented in accordance with the provisions hereof

"Lease Term" means the Original Term and any Renewal Terms.

"Owner" means EL LLC, a Missouri limited liability company, and its successors and assigns when acting or serving in its capacity under the Lease Agreement.

"Owner Representative" means either Virgil G. England, Beverly I. England, Gilbert C. England or Sheldon R. England or such other person at the time designated to act on behalf of the Owner as evidenced by a written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Owner. Such certificate may designate an

alternate or alternates, each of whom shall be entitled to perform all duties of the Owner Representative.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of the Lessee in effect at the Commencement Date.

“**Property**” means a parcel of land located at [REDACTED], Missouri, including all improvements and appurtenances, as more particularly described in **Section 3.01**.

“**Renewal Term**” means any optional renewal term of this Lease Agreement entered into after the expiration of the Original Term or any Renewal Term in effect, each having a duration of one year and a term co-extensive with the Lessee's Fiscal Year (i.e., calendar year), as provided for in **Section 3.02** hereof.

“**Rental Payment Date**” means each date on which any Rental Payments are payable pursuant to this Lease Agreement.

“**Rental Payments**” means the rental payments payable by Lessee pursuant to **Section 5.01** hereof during the Lease Term in consideration of the right of Lessee to use the Property during the then current portion of the Lease Term.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Owner. The Owner makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Owner has the authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder.

(b) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Owner is a party or by which it or any of its property is bound or any order, rule or regulation applicable to the Owner or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Owner under the terms of any instrument or agreement to which the Owner is a party.

(c) To the knowledge of the Owner, there is no litigation or proceeding pending or threatened against the Owner or any other person affecting the right of the Owner to execute or deliver this Lease Agreement or to comply with its obligations under this Lease Agreement. Neither the execution nor delivery of this Lease Agreement by the Owner, nor compliance by the Owner with its obligations under this Lease Agreement

require the approval of any regulatory body, or any other entity, which approval has not been obtained.

ARTICLE III

GRANTING PROVISIONS

Section 3.01. Lease of Property. Subject to the terms and conditions herein contained, the Owner hereby rents, leases and lets to the Lessee, and the Lessee hereby rents, leases and hires from the Owner, the following described real property (the "Property"):

a parcel of land located at the commonly known address of [REDACTED], Missouri, including all buildings and other improvements and appurtenances, more particularly described as:

Lot 10, less the North 10 feet, [REDACTED], a subdivision in [REDACTED] Jackson County, Missouri, (Jackson County Parcel No. [REDACTED])

And

All of Lot 11, and Lot 12, less the South 30.00 feet, [REDACTED], being designated Tract A on Certificate of Survey " [REDACTED] Subdivision of Lots 11, 12 and 13, [REDACTED] recorded January 20, 1994 as Document No [REDACTED] in Book [REDACTED] at Page [REDACTED], (Jackson County Parcel No. [REDACTED]).

Section 3.02. Lease Term.

(a) The Original Term of this Lease Agreement shall commence on January 1, 2022 (the "Commencement Date"), and subject to earlier termination pursuant to the provisions hereof, shall terminate on the last day of Lessee's fiscal year ending December 31, 2022.

(b) By mutual agreement of the parties, the Lease Term may be extended at the end of the Original Term or any Renewal Term for an additional one-year Renewal Term for up to a maximum Lease Term to expire not later than December 31, 2026.

(c) Reserved.

(d) The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

Section 3.03. Termination of the Lease Term. The Lease Term will terminate, and all of the Lessee's right, title and interest in and to this Lease Agreement and its obligations hereunder shall terminate without penalty upon the earliest to occur of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of the Lease Term;

(b) an Event of Default and the Owner's election to terminate this Lease Agreement as provided in **Article XII**.

Section 3.04. Possession and Use of the Property.

(a) The Owner covenants and agrees that as long as the Lessee is not in default hereunder, the Lessee shall have sole and exclusive possession of the Property (subject to the Owner's right of access pursuant to **Section 3.05** hereof) and the Lessee shall and may peaceably and quietly have, hold and enjoy the Property during the Lease Term and shall have the right to use the Property for any lawful public purpose. The Owner covenants and agrees that it will not take any action, except as expressly set forth in this Lease Agreement, to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Property during the Lease Term and will cooperate with the Lessee in order that the Lessee may have quiet and peaceable possession and enjoyment of the Property.

Section 3.05. Right of Access to the Property. The Lessee agrees that the Owner and its duly authorized agents shall have the right upon a mutually agreeable date and time, and subject to the Lessee's usual safety and security requirements, to examine and inspect the Property without interference or prejudice to the Lessee's operations.

ARTICLE IV

RESERVED

ARTICLE V

PAYMENT PROVISIONS

Section 5.01. Rental Payment.

(a) The Lessee covenants and agrees to make Rental Payments to the Owner during the Original Term and each Renewal Term, in the monthly amount of **Four Thousand Two Hundred and No/100 Dollars (\$4,200.00)**, due on or before the 1st of each month.

Section 5.02. Reserved.

Section 5.03. Rental Payments to Constitute Current Expenses of Lessee.

(a) The Owner and the Lessee acknowledge and agree that the Rental Payments hereunder shall constitute currently budgeted expenditures of the Lessee, and shall not in any way be construed to be a general obligation or debt of the Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Lessee, nor shall anything contained

herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Lessee. The Lessee's obligations to pay Rental Payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease Agreement shall be construed or interpreted as creating a liability or general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation or restriction. No provision of this Lease Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of the Constitution of the State of Missouri. This Lease Agreement shall not directly or indirectly obligate the Lessee to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Lessee's then current Fiscal Year, but in each fiscal year Rental Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years. No provision of this Lease Agreement shall be construed to pledge or to create a lien on any class or source of Lessee moneys, nor shall any provision of this Lease Agreement restrict the future issuance of any bonds or obligations payable from any class or source of moneys of the Lessee. The Owner acknowledges and recognizes that this Lease Agreement will be terminated at the end of the Lease Term in the event that sufficient funds are not budgeted and appropriated by the Jackson County Legislature, specifically with respect to this Lease Agreement, to continue paying all Rental Payments, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the County Legislature. Notwithstanding the foregoing, the Lessee agrees that it will under take all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Lease Agreement is scheduled to remain in effect.

(b) The parties hereto acknowledge and agree that upon the expiration or termination of the Original Term and any Renewal Term and failure by the Lessee to renew this Lease Agreement, the Lessee shall be wholly discharged from any liability to make Rental Payments hereunder.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance, Repairs and Utilities.

(a) Owner shall make all repairs and replacements to the Property (including Building fixtures and equipment). Owner's maintenance shall include, but not be limited to, the roof, foundation, exterior walls, interior structural walls, all structural components, and all Building systems, such as mechanical, electrical, HVAC, and plumbing. Repairs or replacements shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from the Lessee or Owner having actual knowledge of the need for a repair or replacement. Owner also hereby agrees i) to make the existing sprinkler system operational, and to keep the same in good repair; and

ii) to be responsible for asphalt resurfacing of the parking lot on an annual or bi-annual basis at its expense.

(b) The Lessee shall: (i) make repairs and replacements to the Property needed because of the Lessee's misuse or negligence; (ii) not commit waste; (iii) be responsible for snow and ice removal of the parking lot, driveway and sidewalks; (iv) be responsible for yard maintenance, including the area of the east side of the wood privacy fence; and (v) be responsible for building security systems and alarms.

(c) The Lessee shall contract and pay for all utilities and utility services used by the Lessee in, on or about the Property, and the Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.02. Taxes, Assessments and Other Governmental Charges.

The Owner agrees to pay all state, county, city, or other local real estate taxes and assessments which may become a lien upon the Property during the term of this Lease.

Section 6.03. Property and Casualty Insurance.

(a) The Owner shall keep the Property (including the improvements – (but excluding Tenant's Property)), insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance in the amount of the full replacement value of the Building. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri. All such policies of insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Lessee and the Owner.

(b) Originals or copies of the insurance policies required under this Section, or certificates evidencing such coverage shall be delivered to the Lessee upon request.

(c) The Net Proceeds of property and casualty insurance carried pursuant to this Section shall be applied as provided in **Section 8.01** hereof.

ARTICLE VII

ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO THE PROJECT

Section 7.01. Additions, Modifications and Improvements. Subject to prior approval of the Owner, the Lessee shall have the right, at its sole cost and expense, to make such additions, modifications, replacements and improvements in and to any part of the Property as the Lessee from time to time may deem necessary or desirable for its business purposes. All additions, modifications, replacements and improvements made by the Lessee pursuant to the authority of this Section shall (a) be made in a workmanlike manner and in strict compliance with all laws, ordinances and regulations applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Property,

except that all movable trade fixtures installed by the Lessee shall be and remain property of the Lessee. Upon termination of this Lease Agreement, Lessee agrees, with respect to any additions, modifications, improvements which it has made, to return the Property to its original condition, insofar as is practical, or to compensate the Owner to do so.

Section 7.02. Mechanics' and Materialmen's Liens.

Neither the Owner nor the Lessee shall do or suffer anything to be done whereby the Property, or any part thereof, may be encumbered by any mechanics' or materialmen's or other similar lien.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage and Destruction.

(a) If during the Lease Term, the Property is damaged or destroyed, in whole or in part, by fire or other casualty, the Lessee shall promptly notify the Owner in writing as to the nature and extent of such damage or loss. The Owner shall forthwith repair the same at his expense. Any partial destruction shall neither annul nor void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Lessee.

(b) Owner will cause the Net Proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Property. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Owner shall nonetheless complete the work thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

Section 8.02. Condemnation or Deficiency of Title.

(a) In the event that title to, or the temporary use of, all or a portion of the Property is challenged or threatened by means of competent legal or equitable action, the Owner covenants that it shall take all reasonable actions in order to quiet title to the Property.

(b) If all of the Property is taken under the power of eminent domain (or by conveyance in lieu thereof), then this Lease Agreement shall terminate at a time to be determined by the Lessee, said time being after title transfers to the condemning authority but before the condemning authority is entitled to possession, and provided further that Rental Payments shall be adjusted between Owner and Lessee as of such date. If only a portion of the Property is taken and the Lessee can continue use of the remainder, then this Lease Agreement will not terminate, but the Rental Payments shall abate in a just and proportionate amount to the loss of use occasioned by the taking.

(c) The Owner shall be entitled to receive and retain the entire condemnation award for the taking of the Property. The Lessee shall have no right or claim against the Owner for any part of any award received by the Owner for the taking. The Lessee shall have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. The Lessee, however, shall not be prevented from making a claim against the condemning party (but not against the Owner) to which the Lessee may be entitled. In no event will the Owner voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Property or any part thereof without the written consent of the Lessee.

ARTICLE IX

SPECIAL COVENANTS

Section 9.01. Surrender of Possession. Upon accrual of the Owner's right of re-entry because of the Lessee's default hereunder or upon the cancellation or termination of this Lease Agreement, the Lessee shall peacefully surrender possession of the Property to the Owner in good condition and repair, ordinary wear and tear excepted; provided, however, the Lessee shall have the right within 120 days after the termination of this Lease Agreement to remove from the Site any furniture, trade fixtures, machinery and equipment owned by the Lessee and not constituting part of the Property.

Section 9.02. Early Termination. Notwithstanding any provision in this Lease Agreement to the contrary, it is agreed by the parties that the Lessee may terminate this Lease Agreement at any time by giving sixty (60) days advance written notice of the intent to do so with only the Rental Payments due up to the early termination date if the Lessee determines in its sole discretion that the Property's location is no longer safe and secure for its purposes.

Section 9.03. Authorized Owner and Lessee Representatives. Whenever under the provisions hereof, the approval of the Owner or the Lessee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Owner by the Owner Representative and for the Lessee by the Lessee Representative and the Owner and the Lessee shall be authorized to act on any such approval or request.

ARTICLE X

ASSIGNMENT AND SUBLEASING

Section 10.01. Assignment and Sublease by Lessee. The Lessee may not assign or sublease any portion of the Property without the express written consent of Owner.

ARTICLE XI

RESERVED

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease Agreement:

(a) The Lessee fails to pay when due any Rental Payments, as provided in this Lease Agreement; Owner will provide the Lessee with a ten (10) day grace period prior to declaring the tenant in default and pursuing remedies available within the lease; or

(b) The Lessee breaches any other agreement, covenant or obligation in this Lease Agreement and such breach is not remedied within fifteen (15) days after Owner gives the Lessee notice specifying the breach, or if such breach cannot, with due diligence, be cured within fifteen (15) days, the Lessee does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice; or

Section 12.02. Remedies on the Occurrence of an Event of Default. If an Event of Default shall have occurred and be continuing, then the Owner may at the Owner's election, then or at any time thereafter, and while such Event of Default shall continue, take any one or more of the following actions:

(a) Terminate this Lease Agreement and recover all damages caused by the Lessee's breach, including consequential damages for lost future rent of the remainder of the current Lease Term; or

(b) Repossess the Premises, with or without terminating, and relet the Property at such amount as Owner deems reasonable; or

(c) By written notice to the Lessee, declare all Rental Payments payable hereunder for the remainder of the current Lease Term to be immediately due and payable and the same shall thereupon become immediately due and payable; or

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the Lease Term and to enforce its rights under this Lease Agreement and the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Owner (or not conferred upon or reserved to the Lessee) is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given

under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notices as may be expressly required in this Article.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.01. Amendments, Changes and Modifications. This Lease Agreement may not be amended without the written consent of the parties hereto.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. Notices. All notices, certificates or other communications required to be given hereunder shall be in writing and shall be deemed duly given when delivered or mailed by first-class, certified or registered mail, postage prepaid, to the parties at their respective addresses addressed as follows:

(a) To the Owner:

EL LLC
c/o Law Office of Jerry Potocnik
1200 NW S. Outer Road
Blue Springs, Missouri 64015

(b) To the Lessee:

Jackson County, Missouri
Attention: County Executive
Property Lease Management
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106

All notices given by first-class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The Owner and the Lessee may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 14.02. Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease Agreement it is provided that the Owner shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Owner shall not

unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 14.03. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease Agreement, shall be a legal holiday or a day on which banking institutions in the Lessee in which the principal business office of the Owner or Lessee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Lease Agreement.

Section 14.04. Binding Effect. This Lease Agreement shall be binding upon and shall inure to the benefit of the Owner and the Lessee and their respective successors and assigns.

Section 14.05. Severability. If for any reason any provision of this Lease Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 14.06. Execution in Counterparts. This Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 14.07. Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EL LLC:

By: EL LLC

Name: Vergil H England

Title: President / CEO

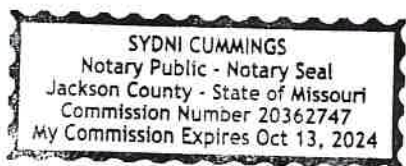
Dated: 10-28-2021

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 28th day of October, 2021, before me, the undersigned, a Notary Public, appeared Vergil H England to me personally known, who, being by me duly sworn, did say that he is the CEO of EL LLC, and that said instrument was signed on behalf of said corporation by authority of its Members, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Sydni Cummings
Notary Public

My Commission Expires:

10/13/2024

JACKSON COUNTY, MISSOURI

By: _____

Name: _____

Title: _____

Dated: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came _____, _____ who is personally known to me to be the same person who executed the foregoing instrument of writing as such official, and said _____, as _____, duly acknowledged the execution of the same to be the act of the Jackson County, Missouri.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20816
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/16/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive to execute a contract for the lease of office space for the Drug Task Force with EL LLC, Blue Springs, Missouri under the terms and conditions of Request for Proposal No. 60-21. The terms of the lease will be five years with the option to terminate after five years and no increase in base rent.

Request Summary																												
<p>The existing lease for the Drug Task Force is expiring 12/31/2021 and a new lease is required. The Purchasing Department issued Request for Proposal No. 60-21 in response to these requirements.</p> <p>A total of twenty-seven notifications were distributed and one response was received and evaluated.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, The Drug Task Force and the Purchasing Department recommend award of five years lease for office space to EL LLC, Blue Springs, Missouri as the lowest and best proposal received. The recommended vendor is the current incumbent for the Drug Task Force.</p> <p>This RLA only approves the Lease; the funds will be appropriated through the annual budget adoption.</p> <p>Figures below are for informational purposes to provide an estimate of lease value.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Dates</th> <th style="text-align: left;">Rent per Square Foot</th> <th style="text-align: left;">Monthly Rent</th> <th style="text-align: left;">Annual Rent</th> </tr> </thead> <tbody> <tr> <td>1/1/22-12/31/22</td> <td>\$.4910</td> <td>\$4,200.00</td> <td>\$50,400.00</td> </tr> <tr> <td>1/1/23-12/31/23</td> <td>\$.4910</td> <td>\$4,200.00</td> <td>\$50,400.00</td> </tr> <tr> <td>1/1/24-12/31/24</td> <td>\$.4910</td> <td>\$4,200.00</td> <td>\$50,400.00</td> </tr> <tr> <td>1/1/25-12/31/25</td> <td>\$.4910</td> <td>\$4,200.00</td> <td>\$50,400.00</td> </tr> <tr> <td>1/1/26-12/31/26</td> <td>\$.4910</td> <td>\$4,200.00</td> <td><u>\$50,400.00</u></td> </tr> <tr> <td colspan="3" style="padding-top: 10px;">Total, if all extensions fulfilled</td> <td style="text-align: right; padding-top: 10px;">\$252,000.00</td> </tr> </tbody> </table> <p>The funds to pay the rent have been requested in Anti-Crime Sales Tax Fund, Drug Task Force 008-4151</p>	Dates	Rent per Square Foot	Monthly Rent	Annual Rent	1/1/22-12/31/22	\$.4910	\$4,200.00	\$50,400.00	1/1/23-12/31/23	\$.4910	\$4,200.00	\$50,400.00	1/1/24-12/31/24	\$.4910	\$4,200.00	\$50,400.00	1/1/25-12/31/25	\$.4910	\$4,200.00	\$50,400.00	1/1/26-12/31/26	\$.4910	\$4,200.00	<u>\$50,400.00</u>	Total, if all extensions fulfilled			\$252,000.00
Dates	Rent per Square Foot	Monthly Rent	Annual Rent																									
1/1/22-12/31/22	\$.4910	\$4,200.00	\$50,400.00																									
1/1/23-12/31/23	\$.4910	\$4,200.00	\$50,400.00																									
1/1/24-12/31/24	\$.4910	\$4,200.00	\$50,400.00																									
1/1/25-12/31/25	\$.4910	\$4,200.00	\$50,400.00																									
1/1/26-12/31/26	\$.4910	\$4,200.00	<u>\$50,400.00</u>																									
Total, if all extensions fulfilled			\$252,000.00																									

Contact Information			
Department:	Jackson County Drug Task	Submitted Date:	11/1/2021

Request for Legislative Action

	Force		
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
17567	April 11, 2011
19300	October 31, 2016

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is for real property	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
•	

Request for Legislative Action

History

Cari Beeman at 11/1/2021 12:53:52 PM - [Submitted |]
Department Director: Dan Cummings at 11/1/2021 1:19:55 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 11/2/2021 9:20:15 AM - [Approved |]
Compliance: Katie M. Bartle at 11/2/2021 9:47:50 AM - [Approved | eRLA 298]
Finance (Budget): Mark Lang at 11/3/2021 2:52:14 PM - [Approved | A fiscal note has been attached.]
Executive: Troy Schulte at 11/3/2021 3:34:31 PM - [Approved |]
Legal: Elizabeth Freeland at 11/10/2021 3:35:34 PM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: November 3, 2021

RES # 20816

eRLA ID #: 298

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
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008 Anti-Crime Sales Tax Fund

<u>Subject to appropriation in the 2022 budget.</u>		\$ -
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\$ -

APPROVED
 By Mark Lang at 2:51 pm, Nov 03, 2021

Budget Office

ABSTRACT OF BIDS

Request for Proposal
 Lease of Office Space
 Opens: 2:00 PM, CDT on 10/5/2021

EL, LLC.
 Blue Springs
 MO
 AMOUNT

AMOUNT

AMOUNT

AMOUNT

AMOUNT

NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	<i>see bid</i>						

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: 10-5-2021, BY

Mark D. ...
 CLERK OF THE LEGISLATURE
KE ...
 PURCHASING



JACKSON COUNTY DRUG TASK FORCE

P.O. Box 392
Blue Springs, Missouri 64015

To: Barbara Casamento, Purchasing Supervisor
From: Dan Cummings, Jackson County Drug Task Force
Date: October 25, 2021
Subject: Award of Proposal #60-21

Ms. Casamento,

The Jackson County Drug Task Force recommends award of bid # 60-21 to EL LLC, Virgil George England, Managing Partner, for the lease of office space for use by the Jackson County Drug Task Force.

EL LLC is the current landlord for the lease of office space for the Task Force and was the only bid submitted under Request for Proposal # 60-21.

The bid met all requirements listed in the Request for Proposal and was within the requested budget amounts for the lease of office space for the Task Force.

The Jackson County Drug Task Force has budgeted funds in account 008-4151-56620 for the lease of office space in 2022.

Thank you for your assistance and please do not hesitate to contact me if you should have any questions regarding this recommendation.

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

Dan Cummings
Officer-in-Charge
Jackson County Drug Task Force
816-503-4725-main
816-935-4367-cell
dcummings@jcdtf.com

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is requesting proposals from qualified Respondents for the Lease of Office Space for use by a Jackson County Department.
- 1.2 the County will pay up to \$0.51 per square foot per month for a building with a minimum of 8,000 square feet and a maximum of 9,000 square feet.
- 1.3 The leased office space shall provide a facility from which to deliver services to the citizens of Jackson County. It is essential the facility be readily adaptable to the functional needs of the program. The tenant must have the latitude to arrange the interior of the facility to meet the needs of the tenant.
- 1.4 The Scope of Services herein incorporate the criteria requested by the County.

2.0 SUMMARY OF CRITICAL INFORMATION

- 2.1 Location: Central location within Jackson County, Missouri
- 2.2 Square Footage: Minimum 8,000 with a maximum of 9,000 usable square feet.
- 2.3 Move-in Date: With needed modifications; complete by January 1, 2022.
- 2.4 Terms and Renewal Options: Five Year Lease to be reviewed annually to meet terms and conditions.
- 2.5 Building: Stand-alone building, preferably located within a business district. Building must not be located on a main thoroughfare, however, have easy access to major thoroughfares and highways. County staff must be sole tenants of the building and building must not be located within or next to a "strip mall." Building must have security system with 24-hour access available to staff. Building must have interior room that is at least 1,600 square feet to accommodate cubicles. Building must have six (6) secure individual offices and a reception area.
- 2.6 Parking: Secured, lighted area for at least 30 vehicles. Must have at least a 6' tall privacy fence enclosing entire property with a locking gate.
- 2.7 Garage: Secured garage/storage area large enough to store at least 6 vehicles with additional storage area.
- 2.8 Secured Room: Approximately 2,000 square foot secured interior room to store sensitive items. Room must have reinforced walls and door with an additional security system with alarm and video surveillance.
- 2.9 Equipment Room: Approximately 300 square foot room for secured equipment storage room.
- 2.10 Report Room: Secured room for storing classified, confidential and/or sensitive records.
- 2.11 Break Room: A kitchenette or similar facility that may be used as a breakroom/lunchroom, with sink, disposal, cabinets, refrigerator, and dishwasher.
- 2.12 Staff Restrooms: Minimum 2 male, 1 female or unisex.
- 2.13 Paint and Color: Reasonable and simple.

Proposed Lease Agreement

hereunder shall terminate without penalty upon the earliest to occur of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of the Lease Term;

(b) an Event of Default and the Owner's election to terminate this Lease Agreement as provided in Article XII.

Section 3.04. Possession and Use of the Property.

(a) The Owner covenants and agrees that as long as the Lessee is not in default hereunder, the Lessee shall have sole and exclusive possession of the Property (subject to the Owner's right of access pursuant to Section 3.05 hereof) and the Lessee shall and may peaceably and quietly have, hold and enjoy the Property during the Lease Term and shall have the right to use the Property for any lawful public purpose. The Owner covenants and agrees that it will not take any action, except as expressly set forth in this Lease Agreement, to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Property during the Lease Term and will cooperate with the Lessee in order that the Lessee may have quiet and peaceable possession and enjoyment of the Property.

Section 3.05. Right of Access to the Property. The Lessee agrees that the Owner and its duly authorized agents shall have the right upon a mutually agreeable date and time, and subject to the Lessee's usual safety and security requirements, to examine and inspect the Property without interference or prejudice to the Lessee's operations.

ARTICLE IV

RESERVED

ARTICLE V

PAYMENT PROVISIONS

Section 5.01. Rental Payment.

(a) The Lessee covenants and agrees to make Rental Payments to the Owner during the Original Term and each Renewal Term, in the monthly amount of **Four Thousand Two Hundred and No/100 Dollars (\$4,200.00)**, due on or before the 1st of each month.

Section 5.02. Reserved.

Section 5.03. Rental Payments to Constitute Current Expenses of Lessee.

(a) The Owner and the Lessee acknowledge and agree that the Rental Payments hereunder shall constitute currently budgeted expenditures of the Lessee, and

6.6.8.3

SKETCH/AREA TABLE ADDENDUM

SUBJECT

Property Address [REDACTED]

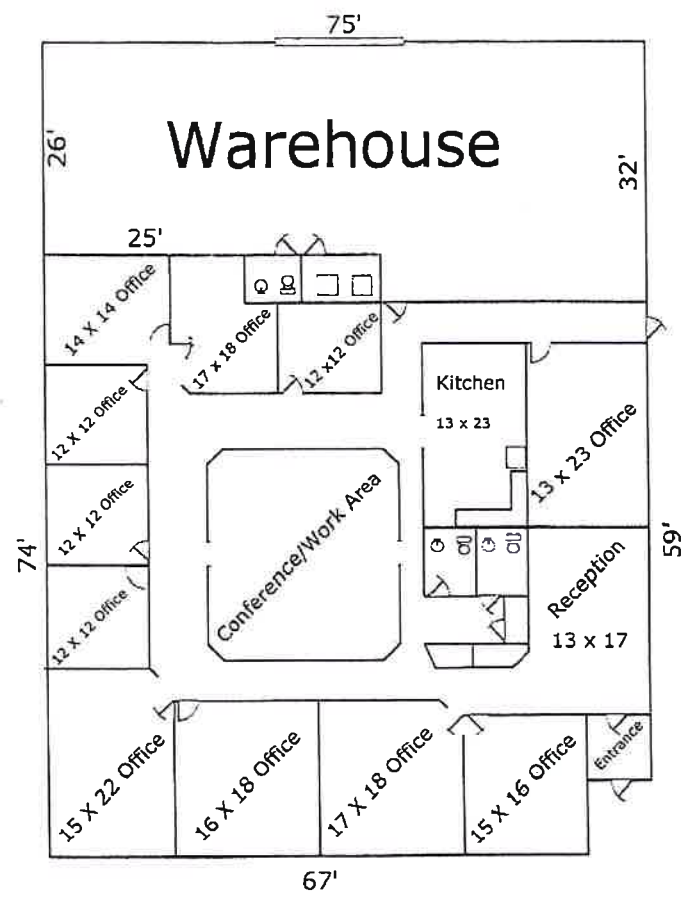
City [REDACTED] State MO Zip [REDACTED]

Borrower

Lender/Client

Appraiser Name

IMPROVEMENTS SKETCH



Comments:

Scale: 1 = :

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	5178.0	5178.0
OTH	Warehouse	2250.0	2250.0
	<i>2nd Floor warehouse</i>	<i>1125.00</i>	
		<u><i>8553.00</i></u>	

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
59.0	x	75.0	4425.0
9.0	x	67.0	603.0
6.0	x	25.0	150.0

ATTIONS

Jackson County Missouri

Request for Proposal No. 60-21

Page 13 of 17

✓ 6.6, T. Pricing: Enclosed

Square feet of rental space = 8,553

Monthly rental (lease) price = \$4,200

$$8553 \overline{) 4200} \cdot 4910$$

Price per space for parking = ZERO
(No charge for parking)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$102,200.00 within the 2021 General Fund and \$30,000.00 within the 2021 CARES Act Fund, to cover unanticipated budgetary shortfalls within the Public Works Department.

RESOLUTION NO. 20817, November 16, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Public Works Department has experienced budgetary shortfalls in its accounts relating to janitorial services, electricity, and overtime due to unanticipated projects and increased cleaning and sanitation practices in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic; and,

WHEREAS, a transfer is required for the continuation of these services through the end of the year; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers within the 2021 General Fund and CARES Act Fund be and hereby are made:

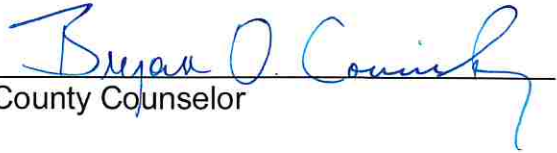
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Fac. Mgmt Kansas City			
001-1204	55055- Union Pension/Insurance	\$32,200	
001-1204	55060- Insurance Benefits	\$10,000	
001-1204	56440- Water	\$30,000	
001-1204	56450- Sewer Service	\$30,000	
001-1204	55020- Seasonal Salaries		\$22,200
001-1204	55030- Overtime Salaries		\$20,000
001-1204	56420- Electricity		\$60,000
CARES Act			
040-1204	56510- Maint. & Repair - Buildings	\$30,000	
040-1204	56085- Temp Agency Services		\$30,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20817 of November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for these transfers are available from the sources indicated below.

ACCOUNT NUMBER: 001 1204 55055
ACCOUNT TITLE: General Fund
Fac. Mgmt Kansas City
Union Pension/Insurance
NOT TO EXCEED: \$32,200.00

ACCOUNT NUMBER: 001 1204 55060
ACCOUNT TITLE: General Fund
Fac. Mgmt Kansas City
Insurance Benefits
NOT TO EXCEED: \$10,000.00

ACCOUNT NUMBER: 001 1204 56440
ACCOUNT TITLE: General Fund
Fac. Mgmt Kansas City
Water
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER: 001 1204 56450
ACCOUNT TITLE: General Fund
Fac. Mgmt Kansas City
Sewer Service
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER: 040 1204 56510
ACCOUNT TITLE: CARES Act Fund
Fac. Mgmt Kansas City
Maint. & Repair - Buildings
NOT TO EXCEED: \$30,000.00

11/10/2021
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20817

Sponsor: Theresa Cass Galvin

Date: November 16, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20817
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/16/2021

Introduction

Action Items: ['Transfer']

Project/Title:

A Resolution transferring \$132,200.00 within the existing 2021 General Fund to cover necessary temporary janitorial services and unanticipated budgetary shortfalls within the Facilities Management Division of Public Works.

Request Summary

Requesting a transfer of \$132,200.00 within the existing Facility Management 2021 operating budget to cover water and sewer utility overages due to increase usage at the Jackson County Courthouse in Kansas City, Missouri and unplanned overtime experienced during the chilled water repair project at the Downtown Courthouse. In addition, the request transfers existing operating funds to cover the use of temporary janitorial services required for day-to-day custodial activities and additional cleaning, as necessary, to sustain precautionary undertakings during the Covid-19 pandemic.

Accommodations have been made to ensure that the 2022 budget is well equipped to maintain the proper accounting.

Contact Information

Department:	Public Works	Submitted Date:	10/27/2021
Name:	Courtney L. Henderson	Email:	CHenderson@jacksongov.org
Title:	Administrative Supervisor	Phone:	816-881-4418

Budget Information

Amount authorized by this legislation this fiscal year:	\$132,200
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$132,200
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	56440 (Water)	\$30,000
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	56450 (Sewer Service)	\$30,000
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	55055 (Union Pension/Insurance)	\$32,200
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	55060 (Insurance Benefits)	\$10,000
040 (CARES Act)	1204 (Fac. Mgmt Kansas City)	56510 (Maint. & Repair - Buildings)	\$30,000

Transferring Fund To:

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	56420 (Electricity)	\$60,000
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	55020 (Seasonal Salaries)	\$22,200
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	55030 (Overtime Salaries)	\$20,000
040 (CARES Act)	1204 (Fac. Mgmt Kansas City)	56085 (Temp Agency Services)	\$30,000

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Resolution:	Resolution date:

Purchasing

Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance

Certificate of Compliance

Request for Legislative Action

Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money - transfer	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History
<p>Courtney L. Henderson at 10/27/2021 1:57:04 PM - [Submitted]</p> <p>Department Director: Brian Gaddie at 10/27/2021 2:13:24 PM - [Returned for more information .]</p> <p>Submitter: Courtney L. Henderson at 10/29/2021 8:32:06 AM - [Submitted]</p> <p>Department Director: Brian Gaddie at 10/29/2021 3:24:21 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 11/1/2021 8:58:11 AM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 11/1/2021 9:52:30 AM - [Approved eRLA 289]</p> <p>Finance (Budget): Mark Lang at 11/2/2021 9:33:12 AM - [Returned for more information The 001-1204-56510 account does not have enough to make this transfer.]</p> <p>Submitter: Courtney L. Henderson at 11/2/2021 10:08:12 AM - [Submitted]</p> <p>Department Director: Brian Gaddie at 11/2/2021 10:26:55 AM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 11/2/2021 11:09:29 AM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 11/2/2021 12:46:21 PM - [Approved]</p> <p>Finance (Budget): Mark Lang at 11/3/2021 2:48:09 PM - [Approved The fiscal note is attached.]</p> <p>Executive: Troy Schulte at 11/3/2021 3:33:43 PM - [Approved]</p> <p>Legal: Elizabeth Freeland at 11/10/2021 3:12:22 PM - [Approved]</p>

Fiscal Note:

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

PC# 120421003 000

Date: November 2, 2021

RES # 20817
eRLA ID #: 289

Org Code/Description	Object Code/Description	From	To
001 General Fund			
1204 Fac. Mgmt Kansas City	55055 Union Pension/Insurance	\$ 32,200	\$ -
1204 Fac. Mgmt Kansas City	55060 Insurance Benefits	10,000	-
1204 Fac. Mgmt Kansas City	56440 Water	30,000	-
1204 Fac. Mgmt Kansas City	56450 Sewer Service	30,000	-
1204 Fac. Mgmt Kansas City	55020 Seasonal Salaries	-	22,200
1204 Fac. Mgmt Kansas City	55030 Overtime Salaries	-	20,000
1204 Fac. Mgmt Kansas City	56420 Electricity	-	60,000
040 CARES Act			
1204 Fac. Mgmt Kansas City	56510 Maint. & Repair - Buildings	30,000	
1204 Fac. Mgmt Kansas City	56085 Temp Agency Services		30,000
		<u>\$ 132,200</u>	<u>\$ 132,200</u>

APPROVED
By Mark Lang at 2:46 pm, Nov 03, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Rate Lock Agreement, and Preliminary Term Sheet relating to the refunding of the County's Special Obligation Refunding Bonds (Truman Medical Center Projects), series 2012.

RESOLUTION NO. 20818, November 16, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, Jackson County, Missouri (the "County"), operates pursuant to a County Charter and is a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the County previously issued the Special Obligation Refunding Bonds (Truman Medical Center Projects), Series 2012 (the "Series 2012 Bonds"), for the purpose of refinancing certain capital improvements for the benefit of Truman Medical Center – University Health; and,

WHEREAS, the County previously entered into an agreement with Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri, to serve as financial advisor (the "Financial Advisor") to the County along with co-financial advisor Moody Reid Financial; and,

WHEREAS, in connection with the contemplated refunding of the outstanding Series 2012 Bonds maturing on December 1, 2023, and thereafter (the "Refunded Bonds"), the

County will enter into an agreement with Hilltop Securities, Inc., and Valdes & Moreno, as placement agents (the “Placement Agents”); and,

WHEREAS, the Financial Advisor and Placement Agents have solicited proposals for the sale of forward delivery special obligation bonds (the “Series 2021B Bonds”) to refund the Refunded Bonds, which bonds will be authorized by Ordinance 5559, dated November 1, 2021, now pending before the Legislature; and,

WHEREAS, to secure a favorable interest rate and avoid potential fluctuations in the market, the Financial Advisor and Placement Agents have requested that the County execute an agreement locking the interest rate (the “Rate Lock Agreement”) on the Series 2021B Bonds and a Preliminary Term Sheet containing the details of the Series 2021B Bonds; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County for the County Executive to execute the Rate Lock Agreement and Preliminary Term Sheet while the Financial Advisor, Placement Agents, Gilmore & Bell, P.C. (the “Bond Counsel”) and the County proceed with the authorization of the Bonds and their final terms, subject to final approval of the Legislature at a later meeting; now therefore,


BE IT RESOLVED by the County Legislature Of Jackson County, Missouri, that the Legislature hereby authorizes the County Executive to execute the Rate Lock Agreement

and Preliminary Term Sheet relating to the Series 2021B, in substantially the same format that attached, for the purpose of refunding the Refunded Bonds, provided, however, that the sale and issuance of such Series 2021B Bonds is subject to further approval of the Legislature at a later meeting, and provided, further, that the interest rate for the Rate Lock Agreement shall not exceed 2% and the present value debt service savings shall be at least 3% of the principal amount of the Refunded Bonds; and,

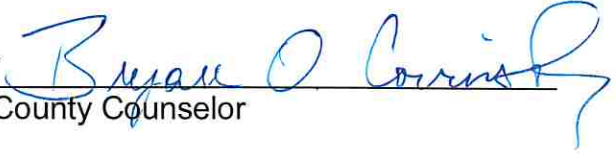
BE IT FURTHER RESOLVED that the County Executive and other officers and representatives of the County be and hereby are authorized and directed to take such other action as may be necessary to carry out the execution of the Rate Lock Agreement, Preliminary Term Sheet, and related documents.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20818 of November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

[Date]

Jackson County, MO
415 East 12th Street
Kansas City, Mo 64106
Attention: Frank White, County Executive

Re: Forward Fixed Rate Lock Letter – Jackson County Series 2021B Refunding Special Obligation Bonds (“Bonds”)

Dear Executive White:

Jackson County, MO (the “**County**”) has requested that PNC Bank, National Association (the “**Bank**”) provide the County with a forward rate commitment (the “**Forward Rate**”) for the transaction referenced above (the “**Bonds**”) described in the final term sheet dated December 6, 2021 and the final Bond Ordinance as approved by County Legislature (the “**Commitment**”). The Forward Rate is offered at a fixed rate of _____ percent (____%) per annum for a principal amount not to exceed \$13,300,000.00 beginning no later than December 6, 2021 (the “**Rate Lock Expiration Date**”). Principal and interest under the Facility shall be repaid as provided in the Commitment.

The Bank is willing to commit to the Forward Rate upon the terms and conditions specified herein, subject to final approval of the County Legislature and execution and delivery of the definitive documentation for the Facility in form and content satisfactory to the Bank and satisfaction of the other terms and conditions as are set forth in the Commitment. The documentation must be executed and delivered and funding of the Facility must occur by a date (the “**Closing Date**”) which is no later than the Rate Lock Expiration Date.

By accepting this letter, the County agrees that in the event that for any reason the Closing Date does not occur on or before the Rate Lock Expiration Date, the Bank shall not be obligated to provide the Forward Rate and the County shall pay to the Bank the amount of any loss or expense which the Bank may sustain or incur as a result of the County’s failure to close the Facility by such date, including but not limited to any loss of margin, loss or expense incurred in liquidating or employing deposits from third parties and any loss or expense incurred in connection with funds acquired by the Bank to fund borrowings subject to the Forward Rate. [this amount MUST be set as a fixed amount or %, it cannot be left open ended] Such payment shall be due two (2) business days [this will never happen, a greater time frame must be included] after the Bank gives notice to the County of the amount thereof, setting forth in reasonable detail the basis for the calculation thereof. A certificate by the Bank as to such amount shall be conclusive if made in good faith. The County acknowledges and agrees that such amount represents reasonable compensation for loss of bargain and is not a penalty.

Jackson County, MO
Forward Rate Lock Agreement

This letter is governed by the laws of Missouri. No modification or waiver of any of the terms of this letter will be valid unless agreed to in writing by the Bank. When accepted, this letter will constitute the entire agreement between the Bank and the County concerning the Forward Rate, and shall supersede all prior and contemporaneous understandings and agreements (written or oral) relating thereto.

To accept this letter, please sign the enclosed copy where indicated below and return it to the Bank no later than the Bank's close of business on November 17, 2021. If this letter is not accepted by said date, this letter will automatically terminate without liability or further obligation of the Bank. The Bank and County may mutually agree in writing to extend this acceptance by three business days.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ACCEPTANCE

The County hereby agrees to the above provisions, intending to be legally bound hereby. The County understands that the above provisions may obligate the County to make a **significant payment [this must be defined]** to the Bank in the event the Closing Date does not occur by the Rate Lock Expiration Date, and the amount of any such payment cannot be predicted in advance of such event. The County is fully informed of and is capable of evaluating, and has evaluated, the potential financial risks and benefits and the appropriateness in light of its individual circumstances, of this letter. The County is entering into this letter in reliance only upon its own judgment, and is not relying upon any representations, warranty, views or advice of the Bank.

JACKSON COUNTY, MISSOURI

By: _____

Frank White, County Executive

6k-m-w.doc

Request for Legislative Action

Res. #20818
Sponsor: Dan Tarwater III
Date: November 16, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20818
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	11/16/2021

Introduction
Action Items: ['Authorize']
Project/Title:
A RESOLUTION AUTHORIZING JACKSON COUNTY, MISSOURI TO ENTER INTO A RATE LOCK AGREEMENT RELATED TO THE REFUNDING OF ITS SPECIAL OBLIGATION REFUNDING BONDS (TRUMAN MEDICAL CENTER PROJECTS), SERIES 2012.

Request Summary
<p>Administrative staff and the County's Financial Advisors are recommending the County refund the Series 2012 outstanding Special Obligation Bonds for interest rates savings and budgetary relief for Truman Medical Center d/b/a University Health. This Resolution is the first step in locking in a favorable rate from the financial institution that submitted the most favorable proposal. This Resolution relates to Ordinance 5559 which will be presented for final approval of the Legislature on December 6, 2021. Refunding the Series 2012 bonds is estimated to save approximately \$583,000 in debt service through 2027 (4.60%). The final maturity for each series remains unchanged – 12/1/2027. All costs are absorbed in the refunding, there will be no impact to other County funds. A private placement of the securities is anticipated. The County has just completed all the actions required to refund the Series 2011B bonds so privately placing the refunding of the Series 2012 bonds saves issuance costs. Action is requested now to allow acceptance of current best bid from the financial institution.</p>

Contact Information			
Department:	County Counselor	Submitted Date:	11/10/2021
Name:	Elizabeth Freeland	Email:	EFreeland@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3352

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5559	November 1, 2021
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: For purposes of borrowing money/bonds/other notes	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Elizabeth Freeland at 11/10/2021 9:31:02 AM - [Submitted | For the 11-16 agenda. Thx!]
Department Director: Jay D. Haden at 11/10/2021 1:39:28 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 11/10/2021 2:31:53 PM - [Not applicable |]
Compliance: Katie M. Bartle at 11/10/2021 3:22:17 PM - [Approved |]
Finance (Budget): Mark Lang at 11/11/2021 9:21:06 PM - [Not applicable |]
Executive: Sylvya Stevenson at 11/12/2021 8:39:35 AM - [Approved |]
Legal: Elizabeth Freeland at 11/12/2021 9:25:47 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, November 16, 2021, for the purpose of conducting privileged and confidential communications under section 610.021(11) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20819, November 16, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, November 16, 2021, during the regularly scheduled meeting of the Legislature; and,

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

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications concerning specifications for competitive bidding prior to the publication of the specifications; and,

WHEREAS, such closed meeting is allowable under section 610.021(11) of the Revised Statutes of Missouri; now therefore,

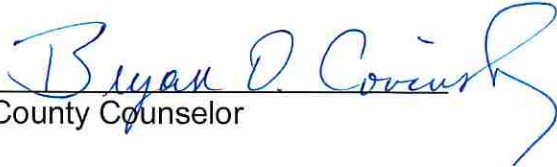
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, November 16, 2021, pursuant to section 610.021(11), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20819 of November 16, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



RECEIVED

NOV 10 2021

MARY JO SPINO
COUNTY CLERK

11/10/21
25
12:10 pm

FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER #21-29

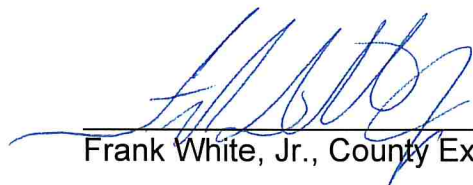
**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: November 9, 2021

RE: APPOINTMENT TO THE PENSION PLAN BOARD OF TRUSTEES

Crispin Rea is appointed as an active member of the Pension Plan Board of Trustees within the Prosecuting Attorney's Office's bargaining unit for a term to expire February 17, 2023. Mr. Rea's appointment is occasioned by the retirement of Linda Steele. A copy of Mr. Rea's resume is attached.



Frank White, Jr., County Executive

Dated: 11/9/21



CRISPIN M. REA

Kansas City, Missouri
(816) 423-3943
crispinrea@gmail.com

EDUCATION

University of Missouri-Kansas City, School of Law, 2014.

- Juris Doctor

University of Missouri-Kansas City, Bloch School of Management, 2013.

- Master's of Public Administration, emphasis Urban Affairs

Park University, 2008.

- Bachelor's in Political Science and Public Administration

EXPERIENCE

Jackson County Prosecutor's Office: 2015 – Present

- Positions
 - Attorney in the Special Victims Unit from 2017 to present. Manage a large and complex caseload including murder, rape, sodomy, child sexual abuse, child physical abuse, and domestic violence cases from charging decision to case resolution including guilty plea or trial. Duties include managing the Special Victims Unit docket, probation dockets, litigation of post-conviction claims, and routinely serving as the on-call Special Victim's Unit attorney.
 - Served in the General Crimes Unit from 2015 to 2017. Managed a large and diverse caseload including property, drug, and driving crimes from charging decision to case resolution including guilty plea or trial. Duties included managing property, drug, and driving crimes dockets, probation dockets, and litigation of post-conviction claims.
 - Served as first or second chair of nineteen jury trials in the 16th Circuit of Jackson County, Missouri, securing convictions in assault, robbery, domestic assault, adult sex, and murder cases.
- Leadership
 - Created and currently manage the Jackson County Prosecutor's Office Mentorship Program. The program connects new attorneys with experienced prosecutors to facilitate professional development and trial opportunities.
 - Co-Chair of the Jackson County Prosecutor's Office Diversity Committee which creates programs and policies that promote diversity within the office.
 - Intern Coordinator for the Special Victims Unit's legal interns ensuring interns gain meaningful experience and contribute to the work product of the unit.
 - Recipient of the 2015 Community Prosecutor of the Year Award within the Jackson County Prosecutor's Office.

Kansas City Public Schools Board of Directors: 2010 – 2014

- Positions
 - Elected At-Large in 2010 to a four year term. Served as Board Vice President from 2012 to 2014. Vice President duties included chairing public board meetings, closed sessions, and administrative termination hearings.
- Leadership
 - Implemented a policy-governance system to reduce the micromanagement of the superintendent. Passed a conflict of interest and disclosure policy, academic achievement reforms, and policies that dramatically improved the district's financial health.
 - Served as Chair of the Board's Repurposing Committee. The committee oversaw the repurposing and economic development of closed school facilities. This role required balancing board member goals, staff expertise, and neighborhood input to ensure closed school buildings remained assets to the community.

- Served as Chair of the Board's Legislative Affairs and Agenda Committee. The committee oversaw the drafting and presentation of the School Board's legislative agenda to city, state, and federal policy makers. Worked closely with lobbyists and advocates in Jefferson City to advance the agenda.
- Served as Chair of the Board's Superintendent Contract Committee. The committee negotiated with the superintendent and legal counsel to draft the superintendent's contract of employment.

The Mattie Rhodes Center: 2010 – 2012

- Created, implemented, and served as the lead advocate of the Mattie Rhodes Center's Latino Advocacy Task Force. The program provided support services for victims and families impacted by violent homicide in the urban core. Facilitated civic engagement programs for inner-city Latino youth.
- Organized agency partners, such as the Guadalupe Center, Greater Kansas City Hispanic Chamber of Commerce, Hispanic Economic Development Corporation, Westside Housing, and LNEESC to lobby city, county, and state governments on shared agenda items.

Kansas City Mayor's Office: 2007 – 2010

- Served as Communications Officer organizing press conferences, drafting speeches, and as a media contact. Served as Neighborhood Liaison for Kansas City's neighborhood associations. Policy portfolio included youth programming, education, public safety, and neighborhood services.

COMMUNITY SERVICE

- 2020 – present: Board of Directors of the Police Athletic League, Vice President
- 2020 – present: Board of Directors of the Mattie Rhodes Center, Chair of Community Development Committee
- 2020 – present: UMKC School of Law Diverse Alumni Committee
- 2015 – 2017: Board of Directors of Mothers in Charge
- 2012 – 2014: Hispanic Law Student Association of UMKC, President
- 2008 – 2014: Jackson County Democratic Committeeman, elected 13th Ward

AWARDS

- 2015: Jackson County Prosecutor's Office "Community Prosecutor Award" Recipient
- 2014: Greater Kansas City Women's Political Caucus "Good Guy Award" Recipient
- 2012: Kansas City Business Magazine "Rising Star" Recipient
- 2007: NAIA Academic All-American in Cross Country and Track
- 2006: Presenter at the Midwest Undergraduate Political Science Conference
- 2006: NAIA Cross Country National Championships, Park University

References Available Upon Request.