



415 East 12th Street
Kansas City, MO 64106

COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE

201 West Lexington, 2nd Floor
Independence, MO 64050

September 27, 2024 – October 3, 2024

9-27-2024 Friday

NO MEETINGS –

9-30-2024 Monday

NO ANTI-CRIME, DIVERSITY, EQUITY, & INCLUSION,
HOUSING & HOMELESSNESS, INTER-GOVERNMENTAL
AFFAIRS, RULES, VETERANS OR 911 OVERSIGHT
MEETINGS

10:30 A.M. Health & Environment Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Health & Environment Committee will have a public hearing.

1:50 P.M. Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:05 P.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:15 P.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:30 P.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

	2:45 P.M.	Public Works Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
9-30-2024 Monday	3:00 P.M.	LEGISLATIVE MEETING – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
10-01-2024 Tuesday		NO MEETINGS
10-02-2024 Wednesday		NO MEETINGS –
10-03-2024 Thursday		NO MEETINGS –

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



Office of
Mary Jo Spino
Clerk of the County
Legislature

Jackson County Missouri

AGENDA

County Legislature

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

Jeanie Lauer (5th) Chairman,
Megan L. Marshall (3rd AL) Vice Chairman,
Jalen Anderson (1st AL), Donna Peyton (2nd AL), Manuel Abarca IV (1st),
Venessa Huskey (2nd), Charlie Franklin (3rd), DaRon McGee (4th),
Sean E. Smith (6th)

Thirty-seventh Regular meeting of the Jackson County Legislature, Monday, September 30, 2024, at 3:00 PM at the K.C. Legislative Assembly Area, Kansas City, Missouri.

Any item on the Agenda may be addressed at the meeting in a manner authorized by the Legislature's Rules.

1 ROLL CALL

2 THE PLEDGE OF ALLEGIANCE

3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING

4 HEARINGS

Presentation by MARC and Tusa Consulting Services regarding the Jackson County Regional Emergency Communication Strategic Feasibility Study.

5 COMMUNICATIONS WITH AND REPORTS OF THE COUNTY EXECUTIVE

6 PERFECTION OF PROPOSED ORDINANCES AND REPORTS OF COMMITTEE

[5865](#) AN ORDINANCE enacting section 5577., Jackson County Code, 1984, relating to possession of firearms and age restriction.

(Legislature As A Whole - 2nd. Perfection)

[5882](#) AN ORDINANCE setting the 2024 Jackson County, Missouri, tax levy.

(Legislature As A Whole - 2nd. Perfection)

[5883](#) AN ORDINANCE transferring \$160,000.00 within and appropriating \$350,447.00 from the undesignated fund balance of the 2024 Grant Fund, in acceptance of the 2024 Edward Byrne Memorial Justice Assistance Grant awarded to the Jackson County Drug Task Force.

(Justice and Law Enforcement Committee - 1st. Perfection)

7 FINAL PASSAGE OF PROPOSED ORDINANCES

None.

8 RESOLUTIONS IN COMMITTEE

- [21691](#) A RESOLUTION expressing the intent of the Legislature to work with the County Executive to develop a plan to commit federal American Rescue Plan (ARPA) funds and begin the required procurement process to ensure funds are under contract by the end of 2024.
(Legislature As A Whole - 8th. Meeting)
- [21693](#) A RESOLUTION expressing the support of the Jackson County Legislature for a contribution to the City of Raymore, Missouri to offset the cost of settling the dispute regarding a landfill to be built in south Kansas City.
(Finance and Audit Committee - 7th. Meeting)
- [21730](#) A RESOLUTION awarding a twelve-month term and supply contract, with one twelve-month option to extend, to Blue Cross and Blue Shield of Kansas City, MO, for the furnishing of employee group health insurance as an employee benefit for use countywide.
(Finance and Audit Committee - 1st. Meeting)
- [21731](#) A RESOLUTION awarding twelve-month term and supply contracts, with one twelve month option to extend, for the furnishing of personal computers and miscellaneous computer hardware and software for use by various County departments to SHI Corporation of Somerset, New Jersey, ConvergeOne of Overland Park, Kansas, and Dell Financial of Round Rock, Texas, under the terms and conditions set forth in State of Missouri Contract No. CT 220337001, Midwestern Higher Education Commission Contract No. MHEC-04152022, and Cooperating School Districts of Greater Kansas City Contract No. CO62518, all existing competitively-bid government contracts.
(Finance and Audit Committee - 1st. Meeting)
- [21733](#) A RESOLUTION awarding a contract for the Raytown Crossing Project to Genesis Environmental Solutions of Blue Springs, MO, under the terms and conditions of Invitation to Bid No 24-050, at an actual cost to the County not to exceed \$551,587.00.
(Land Use Committee - 1st. Meeting)
- [21734](#) A RESOLUTION transferring \$87,850.00 within the 2024 County Improvement Fund to cover the costs of computer equipment, accessories, and IT services for use by the Prosecuting Attorney's Family Support Division.
(Justice and Law Enforcement Committee - 1st. Meeting)

[21735](#) A RESOLUTION awarding a contract for the furnishing of fingerprint booking workstations and handheld identification scanners for use by the Jackson County Sheriff's Office to Idemia Identity & Security USA, LLC, of Anaheim, California, under the terms and conditions of the State of Missouri Contract No. CT211966001, an existing competitively bid government contract, at an actual cost to the County in the amount of \$67,039.00.

(Justice and Law Enforcement Committee - 1st. Meeting)

[21736](#) A RESOLUTION implementing an allocation methodology for the eventual distribution of approximately \$70.4 million in remaining Jackson County American Rescue Plan Act funds by the end of 2024.

(Budget Committee - 1st. Meeting)

[21737](#) A RESOLUTION transferring \$182,000.00 within the 2024 General Fund and authorizing payments to cover the cost of emergency replacement of two failed road culverts and the demolition of a Jackson County Health Department building from existing term and supply contract vendors.

(Public Works Committee - 1st. Meeting)

9 CONSENT AGENDA

10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE

[5884](#) AN ORDINANCE appropriating \$10,000.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of a grant received from the State of Missouri Office of State Courts Administrator for use by the Jackson County Family Court Division.

(Introduced by Venessa Huskey)

11 INTRODUCTION OF PROPOSED RESOLUTIONS AND ASSIGNMENT TO COMMITTEE

[21741](#) A RESOLUTION transferring \$97,000.00 within the 2024 Rock Island Railroad C/P Fund and authorizing payment to certain property owners for right-of-way easements, permanent trail easements, and temporary construction easements in connection with the Rock Island Greenwood Connector Phase I Project, Federal Project No. TAP 3301 (525), at an actual aggregate cost to the County in the amount of \$97,000.00.

(Introduced by Charlie Franklin)

[21742](#) A RESOLUTION expressing the support of the Jackson County Legislature for the creation of a Jackson County office of Gun Violence Prevention.

(Introduced by Manuel Abarca IV)

[21743](#) A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee cafeteria plan administration for use countywide to Application Software, Inc. (ASI Flex), of Columbia, MO.

(Introduced by Megan L. Marshall)

[21744](#)

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee group basic life, AD&D, voluntary life, dependent life, and long-term disability insurance for use countywide to Hartford Life Insurance Company of Hartford, CT.

(Introduced by Megan L. Marshall)

[21745](#)

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee group dental and vision insurance for use countywide to Ameritas Life Insurance Corporation of Lincoln, NE.

(Introduced by Megan L. Marshall)

12 COUNTY EXECUTIVE ORDERS

13 UNFINISHED BUSINESS

14 NEW BUSINESS

15 ADJOURNMENT

The next legislative meeting is scheduled to be held on Monday, October 7, 2024 at 3:00 P.M. at the Jackson County Courthouse, 415 E. 12th Street, Kansas City, Missouri, 2nd Floor, Legislative Assembly Area.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$10,000.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of a grant received from the State of Missouri Office of State Courts Administrator for use by the Jackson County Family Court Division.

ORDINANCE NO. 5884 September 30, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Jackson County Family Court Division has been awarded a grant by the State of Missouri Office of State Courts Administrator in the amount of \$10,000.00, to provide funding for its Mediation Program, to create and implement domestic relations programs; and,

WHEREAS, the grant is awarded for the period of July 1, 2024, through June 30, 2025; and,

WHEREAS, an appropriation is necessary to place these grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the undesignated fund balance of the 2024 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Family Court			
010-2101	32810 - Undesignated Fund Balance	\$10,000	
	56790- Other Contractual Services		\$10,000

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

APPROVED AS TO FORM:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5884 introduced on September 30, 2024, was duly passed on _____, 2024 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. 5884.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2101 32810
ACCOUNT TITLE: Grant Fund
Family Court
Undesignated Fund Balance
NOT TO EXCEED: \$10,000.00

09/26/2024

Date



Sylva Stevenson (Sep 26, 2024 10:34 CDT)

Chief Administrative Officer



Jackson County Missouri

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

Request for Legislative Action

File #: 24-157, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS: Venessa Huskey

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Ordinance No.: 5884

Sponsor: Venessa Huskey

Date: September 30, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Carl Bayless **PHONE:** 816-435-4775

EMAIL: Carl.Bayless@courts.mo.gov <mailto:Carl.Bayless@courts.mo.gov>

DEPARTMENT: 16th Circuit Family Court

TITLE: Mediation Program

SUMMARY: This is a request to appropriate \$10,000 from the 2024 undesignated fund balance in acceptance of funds awarded to the Family Court Division by the Office of State Courts Administrator. The project is named "Mediation Program" The project began July 1, 2024 and will continue through June 30, 2025.

FINANCIAL IMPACT:

NO ☐

Amount	Fund	Department	Line-Item Detail
10000	FD 010	GR100182	56790

YES ☒

ACTION NEEDED: APPROPRIATE FUNDS

ATTACHMENTS:

Prior ordinances : **Ordinance: 5807** **Ordinance Date: 11/27/23**

Click or tap here to enter text.

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

Ord #	5884
eRLA ID #:	24-157

[illegible]

By Sarah Matthes at 7:51 am, Sep 18, 2024

Page 1 of 1



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date

July 1, 2024

Contract Period

July 1, 2024 through
June 30, 2025

Award
Amount

\$ 10,000.00

Domestic Relations Resolution Fund Award

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 24-02210-16	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Jalilah Otto Presiding Judge Sixteenth Judicial Circuit 415 East 12th Street Kansas City, MO 64106	Karen Brown Director, Family Court Resource Services Sixteenth Judicial Circuit 415 East 12th Street Kansas City, MO 64106	Ashleigh Hoose 573-522-6287
		OSCA Fiscal Contact
		Michael Skinner 573-526-8841

<input type="checkbox"/> Special Conditions of this award are attached.	<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
-------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

Funding approved for the Mediation Program for FY 25

Requested Funding: \$15,800.00

Approved Funding: \$10,000.00

Please Sign, Date and Return by e-mail or mail to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480
osca.contracts@courts.mo.gov

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature <i>Theresa L. Byrd</i>	OSCA Signature <i>R. Morrissey</i>
Printed Name Theresa L. Byrd	Date 07-19-2024
Presiding Judge Signature <i>Jalilah Otto</i>	Printed Name Richard S. Morrissey
Printed Name Jalilah Otto	Date July 22, 2024
	Title Deputy State Courts Administrator
	Date 07/14/2024

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$97,000.00 within the 2024 Rock Island Railroad C/P Fund and authorizing payment to certain property owners for right-of-way easements, permanent trail easements, and temporary construction easements in connection with the Rock Island Greenwood Connector Phase I Project, Federal Project No. TAP 3301 (525), at an actual aggregate cost to the County in the amount of \$97,000.00.

RESOLUTION NO. 21741, September 30, 2024

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the County received grant funding in the amount of \$950,000 through the MoDOT Transportation Alternatives Program and the Surface Transportation Program for the extension of the Rock Island Trail toward Greenwood, Missouri; and,

WHEREAS, the Rock Island Corridor Authority requests payment to three property owners for right-of-way easements, permanent trail easements, and temporary construction easements for the construction of the Rock Island Greenwood Phase I Project; and,

WHEREAS, the three property owners are BOLD R WE, LLC, a limited liability company, LeMone Smith 291 Investments, LLC, a Missouri limited liability company, and Charles H. Loeffler and Deanna L. Loeffler; and,

WHEREAS, the required interests in the tracts of land were appraised by Keller Craig at the aggregate value of \$97,000.00; and,

WHEREAS, the tracts of land were negotiated by Parks + Rec Department with the land owners using negotiation criteria of the federal grant funding, and the land owners agreed to the compensation; and,

WHEREAS, a transfer is needed to place the necessary funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2024 Rock Island Railroad C/P Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Rock Island Railroad C/P Fund Rock Island Rail Corridor Authority 011-3601	58060 – Other Improvements	\$97,000	
	58010 – Land & Right of Way		\$97,000

and,

BE IT FURTHER RESOLVED that the identified interests in real property be and hereby are accepted; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to issue checks totaling \$92,000.00 to the identified property owners.

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

APPROVED AS TO FORM:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)
County Counselor

I hereby certify that the attached Resolution, Resolution No. 21741 of September 30, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absents _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 011 3601 58060
ACCOUNT TITLE: Rock Island Railroad C/P Fund
Parks - Rock Island Rail Corridor Auth.
Other Improvements
NOT TO EXCEED: \$97,000.00

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: 011 3601 58010
ACCOUNT TITLE: Rock Island Railroad C/P Fund
Rock Island Rail Corridor Auth.
Land & Right of Way
NOT TO EXCEED: \$97,000.00

09/26/2024

Date


Sylva Stevenson (Sep 26, 2024 10:34 CDT)

Chief Administrative Officer



Jackson County Missouri

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

Request for Legislative Action

File #: 24-236, Version: 0

REQUESTED MEETING DATE: 9/16/2024

SPONSORS:

Charlie Franklin

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21741

Sponsor: Charlie Franklin

Date: September 30, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Lisa Donnelly

PHONE: 816-503-4802

EMAIL: ldonnelly@jacksongov.org

DEPARTMENT: Parks + Rec

TITLE: A RESOLUTION authorizing payment to certain property owners, in an aggregate amount not to exceed \$97,000.00, for permanent easements and temporary construction easements in connection with the Rock Island Greenwood Connector Phase I Project, Federal Project No. TAP 3301(525), and transferring \$97,000 from 011-3601-58060 to 011-3601-58010.

SUMMARY: The County received grant funding in the amount of \$950,000 through the MoDOT Transportation Alternatives Program and the Surface Transportation Program for the extension of the Rock Island Trail toward Greenwood, Missouri. The project is currently in the right-of-way acquisition process. All required acquisitions would be authorized by this RLA, allowing the project to proceed toward construction.

Working with Keller Craig to obtain appraisals, the Parks + Rec Department has negotiated with land owners using the required negotiation criteria for federal grant funding. All land owners are in

agreement regarding compensation for their property. The offer per square foot of right of way varies due to size of tracts and other features.

Park + Rec requests a resolution approving and authorizing payment to the following property owners for right-of-way and easements for the Rock Island Greenwood Connector Phase I project and transferring \$97,000 in funds from 011-3601-58060 to 011-3601-58010.

Bold: \$1,500.00
Loeffler: \$500.00
Lemone Smith: \$95,000.00
TOTAL: \$97,000.00

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail
97,000	011	3601	56798

YES ☒**ACTION NEEDED:** AUTHORIZE**ATTACHMENTS:**

Bold Easement Agreement
Loeffler Easement Agreement
Lemone Smith Easement Agreement

Fiscal Note:

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

PC# _____

Date: September 18, 2024

RES # 21741
eRLA ID #: 24-236

011 Rock Island Railroad C/P Fund

Cost Center	Spend Category	Program/Grant/Project	From	To
3601 Parks - Rock Island Rail Corridor Autl	58060 Other Improvements		\$ 97,000	\$ -
3601 Parks - Rock Island Rail Corridor Autl	58010 Land & Right of Way			97,000
			\$ 97,000	\$ 97,000

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

011 Rock Island Railroad C/P Fund

Cost Center	Spend Category	Program/Grant/Project	To 21741
3601 Parks - Rock Island Rail Corridor Autl	58010 Land & Right of Way		\$ 97,000
			\$ 97,000

APPROVED
By Sarah Matthes at 7:39 am, Sep 18, 2024

Budget Office

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and dated as of this _____ day of _____, 2024 by and between **Jackson County Missouri, a Constitutional Home Rule County of the State of Missouri ("Buyer")**, and **BOLD R WE LLC, a Missouri limited liability company ("Seller")**.

WITNESSETH:

WHEREAS, Seller is the owner of the real estate described on Exhibit A, attached hereto and incorporated herein by reference (record legal description to govern), and the buildings, improvements, structures, fixtures, equipment and signage thereon, the leases thereof and the easements, access rights, and all other privileges, appurtenances and hereditaments thereto (all being hereinafter collectively referred to as the "Property");

WHEREAS Buyer desires to buy and Seller desires to sell Temporary and Permanent Easements, on the terms and conditions herein set forth; and

WHEREAS Buyer agrees that the existing fence will not be damaged during the project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

ARTICLE I

EASEMENT TRANSACTION

1.1 **Agreement.** In accordance with and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Temporary and Permanent Easements on the Property.

1.2 **Purchase Price.** The purchase price (the "Purchase Price") to be paid to Seller for the sale of the Temporary and Permanent Easements to Buyer as provided for herein shall be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500). Buyer shall, on the date of Full Execution of all of the parties of this Easement Agreement, pay Seller the Purchase Price.,

1.3 **Possession.** Seller shall transfer possession of the Temporary and Permanent Easements on the Property to Buyer on the date of Closing upon consummation of all closing requirements and satisfaction of all closing conditions.

1.4 **Documents at Closing.** Buyer shall record all documents once executed by

all parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

2.1 Seller Representations and Warranties. In order to induce Buyer to purchase the Temporary and Permanent Easements on the Property, Seller makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) There will be no parties in possession of any portion of the Property as lessees or tenants at sufferance on the date of Closing.

(b) To the best of Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Property other than the transaction contemplated herein, or any part thereof.

(c) To the best of Seller's knowledge, there are no lawsuits affecting the Property.

(d) There are no voluntary or, to the best of Seller's knowledge, involuntary proceedings in bankruptcy or under any other debtor relief laws pending against Seller or the Property.

(e) Seller has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe its provisions. This Agreement, when executed and delivered by Seller and Buyer, will be valid, binding and enforceable against Seller in accordance with its terms.

(f) Neither Seller nor Buyer nor any other person or entity claiming an interest in the Property has dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Property.

2.2 AS-IS Sale. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN ANY CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE ABSENCE OF HAZARDOUS SUBSTANCES THEREUPON, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND

WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN ANY CLOSING DOCUMENTS. OTHERWISE, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

BUYER ACKNOWLEDGES THAT IT HAS HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTS TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY.

2.3 Limitations on Representations and Warranties. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of the foregoing representations and warranties discovered by Buyer after Closing is subject to the following limitations:

(a) Filing of Claim. Any claim by Buyer against Seller for a breach of a representation or warranty must be brought by judicial action within one hundred eighty (180) days following the Closing Date.

(b) No Claim for Breach of Representation or Covenant as to which Buyer has Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of prior to Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived any and all claims based on or resulting from such representations and warranties not being true and correct.

(c) No Liability for Consequential or Punitive Damages. Neither Seller nor Buyer shall be liable to the other party under this Agreement for special, incidental or consequential damages or for punitive or exemplary damages.

(d) To the Best of Seller's Knowledge. Wherever the phrase "to the

best of Seller's knowledge" is used herein, such phrase shall mean the actual (not implied, imputed or constructive) knowledge of Scott Boldrey, without inquiry or investigation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

3.1 Buyer Representations and Warranties. In order to induce Seller to sell the Temporary and Permanent Easements on the Property, Buyer makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) Buyer Authority. Buyer represents and warrants that Buyer is a constitutional home rule charter county, validly existing and in good standing under the laws of the State of Missouri, and that Buyer has all necessary power and authority to own and use its properties and to transact the business in which it is engaged and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(b) Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission payable by Seller, other than as designated in Article II - 2.1(f) above, whose commission shall be payable by Seller at Closing via a separate agreement. No commission shall be payable unless the sale of the Property closes in accordance with the terms of this Agreement.

(c) Access. Buyer agrees to provide a License Agreement for access to the adjacent property owned by Seller through the improved subject property and via the existing farm crossing currently used for access by Owner and its tenants on the adjoining property and described in Exhibit A.

(d) Sewer Easements. Buyer and Seller acknowledge that Seller continues to own adjoining property adjacent to the Temporary and Permanent Easements on the Property on all sides, and that in order to access sewer service to serve the property Seller still owns ("Seller's Remaining Property"), Buyer shall grant sewer easement(s) for connections by Seller's Remaining Property, or any parts thereof, to the City of Lee's Summit (the "City"), in the form reasonably required by the City, over location(s) reasonably necessary for such access by Seller's Remaining Property. Buyer's future granting of the easements shall be done in accordance with County Code and Buyer, as future grantee, will waive all County fees related to the easements.

ARTICLE IV

Omitted

ARTICLE V

CONDITIONS TO CLOSING

5.1 Conditions. The obligations of Buyer to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to Buyer, in its discretion) on or before the date of Closing, subject to the rights of Buyer to waive any one or more of such conditions:

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; and

(b) the representations of Seller set forth in this Agreement shall be true, complete and accurate in all material respects.

5.2 Failure of Satisfaction of Conditions. In the event that any one or more of the matters referred to in each of the subsections of Section 5.1 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing, and in the further event that on or prior to the date of Closing, such condition precedent is not expressly designated as satisfied or waived in writing by Buyer, but Buyer proceeds to close, then such condition precedent shall be deemed satisfied.

5.3

ARTICLE VI

COVENANTS OF SELLERS

Seller covenants and agrees that from and after the date of this Agreement and until the date of Closing (and, where applicable, thereafter):

6.1 Operation of Property. Seller will, prior to the date of Closing, operate the Property subject to the following provisions and limitations:

(a) Seller shall continue to operate and maintain the Property consistent with the present business and operations thereof.

(b) Seller shall comply and perform with the terms, conditions, and obligations of the leases when and as due under the respective terms thereof.

(c) Seller shall not (i) modify or amend any leases except in the ordinary course of business, (ii) extend or grant any concessions with respect to the leases, or accept any prepayment of

rent under the leases (other than one month in advance), (iii) enter into any new lease for space within the Property, (iv) enter into any service, supply, maintenance or other contracts pertaining to the Property or the operation of the Property which are not cancellable by Seller, at Seller's cost, at Closing, or (v) remove existing items of equipment or

other personal property from the Property, unless replaced with equipment or personal property of equal or better value.

6.2 Contracts. Seller shall terminate any service, maintenance and management contracts affecting the Property on or prior to Closing.

6.3 Insurance of Property. Seller shall cause the Property to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; Seller shall bear the risk of loss to the Property to and including the date of Closing. Seller shall not assign its insurance policies to Buyer. Buyer shall secure its own insurance policies at Closing.

ARTICLE VII

Omitted

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

8.2 Assignment. Buyer or Seller may assign its rights and interests hereunder to any transferee of the Property, provided such transferee assumes in writing the obligations of Buyer or Seller hereunder as applicable and agrees in writing to be bound jointly and severally with the Buyer or Seller named herein as applicable, for such obligations.

8.3 Notices. Buyer designates Joyce C. Murray of Zimmer Real Estate Services, L.L.C. to be Buyer's authorized agent ("Buyers Rep") to act on Buyer's behalf, and to be the contact for any communication through the Closing. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, or transmitted by facsimile or electronic mail, and addressed as set forth below:

(a) If to Seller:

Scott Boldrey
BOLD R WE, LLC
1011 NE Delta School Rd.
Lee's Summit, MO 64064

(b) If to Buyer:

Frank White, Jr.
County Executive
Jackson County, Missouri
415 E 12th St Suite 200
Kansas City, MO 64106

With a copy to:

Bryan O. Covinsky
County Counselor
Jackson County, Missouri
415 E 12th Street Suite 200
Kansas City, MO 64106

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

8.4 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

8.5 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.6 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.7 Attorneys' Fees. (Intentionally omitted).

8.8 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

8.10 Section 1031 Exchange. (Intentionally omitted).

8.11 Confidentiality. Buyer covenants and agrees that: (a) all information provided to it by Seller in connection with the Property or resulting from Buyer's inspections of the Property and review of relevant materials which is not already public information, or which subsequently becomes public information through no fault or action of Buyer will be held in confidence by it, its agents and employees, and (b) Buyer will return all such information to Seller in the event the transaction contemplated by this Agreement is not consummated. Notwithstanding the foregoing, Buyer may (i) share its information on a need-to-know basis with

its consultants, accountants, attorneys and potential equity and financing sources so long as such information is delivered to such parties on the condition of confidentiality consistent with the requirements of this paragraph, and (ii) make disclosure in response to any legal process, and (iii) make any disclosure required by the Missouri Open Records Act, Chapter 610, RSMO. Seller and Buyer further covenant and agree that neither of them will issue any press releases regarding the Property or the transaction contemplated herein without the prior consultation and express written approval of other, which approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: **Jackson County Missouri ("Buyer")**

Frank White, Jr
County Executive

Date: _____

By: **BOLD R WE, LLC ("Seller")**

Scott Boldrey
BOLD R WE, LLC

EXHIBIT A

LEGAL DESCRIPTION

Federal Project No:3301 (525)
County Parcel: 61-800-03-10-00-0-00-000

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BOLD R WE, LLC hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration to them paid (the receipt of which is hereby acknowledged) does Grant, Remise, and Release, FOREVER to JACKSON COUNTY, a Charter County of the State of Missouri, hereinafter called GRANTEE (415 East 12th Street, Kansas City, Missouri, 64106), an Easement for the extension of a drainage culvert related to a bicycle and pedestrian trail project and any related infrastructure upon, over, under and along the following described tract of land lying, being and situated in JACKSON COUNTY, MISSOURI, to-wit:

SEE ATTACHED EXHIBIT "A1" FOR LEGAL DESCRIPTION

Together with the right of GRANTEE, and the above described utility companies, their agents, employees, or independent contractors to go upon the above described easement and so much of GRANTOR'S land adjacent thereto as may be reasonably necessary for the purpose of constructing, maintaining, and repairing the improvements and appurtenances thereto, including the right to cut, top, and trim brush and trees, if any, on or adjacent to said easement, as may be necessary or desirable to maintain any facilities thereon. Upon completion of such construction, maintenance or repair, the land of the GRANTOR shall be restored to approximately the same condition that existed prior to the entry upon it.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from laying out, establishing and constructing pavement, curbing, and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such improvements and appurtenances.

GRANTORS further state that they are lawfully seized of any indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal this _____ day of

_____, 20____.

Grantor:

BY _____
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 20____, before me, a Notary
Public, personally appeared _____,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same for the Grantor, by authority vested in them.

Notary Public in and for
said County and State SEAL

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No.TCE-1
Jackson County Parcel No: 61-800-03-10-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between

Bold R We, LLC, hereinafter called GRANTOR(S), and

JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE, the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A2" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for
said County and State

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No.TCE-2
Jackson County Parcel No: 61-800-03-10-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between

Bold R We LLC, hereinafter called GRANTOR(S), and

JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE , the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A3" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
_____)
COUNTY OF _____)

SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.




My commission expires _____

Notary Public in and for
said County and State

EASEMENT EXHIBIT
PART OF THE SW 1/4, SECTION 17-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

LINE TABLE

- L1 = N30°33'01"E, 50.95'
- L2 = S30°33'01"W, 43.64'
- L3 = N59°26'59"W, 44.10'
- L4 = S30°33'01"W, 50.95'
- L5 = N30°33'01"E, 43.64'
- L6 = S39°57'02"W, 38.06'

-  Permanent Easement Area
2,086 Sq.Ft. or ±0.0479 Acres
-  Temporary Easement Area-1
1,750 Sq.Ft. or ± 0.0402 Acres
-  Temporary Easement Area-2
1,219 Sq.Ft. or ± 0.0280 Acres

FEDERAL PROJECT TAP 3301(525)
 GREENWOOD CONNECTOR
 JACKSON COUNTY, MISSOURI

Section 17-T47N-R31W
 SW 1/4

PARCEL NO. 61-800-03-10-00-0-00-000

BOLD R WE LLC

P.O.B. Temporary Easement-2

P.O.B. Permanent Easement-1

TEMPORARY EASEMENT-1

PERMANENT EASEMENT

TEMPORARY EASEMENT-2

Chicago Rock Island & Pacific Railroad R/W
 (150' R/W Width)

Section 17-T47N-R31W
 SW 1/4



SCALE 1" = 50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

S. Line, SW 1/4,
 Section 17-T47N-R31W
 620.21'

N87°56'15"W

P.O.C.
 SE Corner, SW 1/4,
 Section 17-T47N-R31W

Project No: 21065

Drawn By: JBL

Checked By: JBL

Date: 05-30-2022

Scale: 1" = 50"

File Name:
 EASEMENT AREA-3

EASEMENT EXHIBIT

PART OF SW 1/4, SECTION 17-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

Prepared For:

McCLURE
 1700 Swift Street, Suite 100
 North Kansas City, Missouri 64116

PROPERTY INFORMATION

Owner:
 BOLD R WE LLC
 1011 NE DELTA SCHOOL RD
 LEES SUMMIT, MO 64064
 Parcel No.: 61-800-03-10-00-0-00-000
 Easement Tract No.: N/A



LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 929 SE 3rd Street
 Lee's Summit, Missouri 64063
 Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT
 SHEET 1 OF 1

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 61-800-03-10-00-0-00-000
Bold R We, LLC
Situs Address: Not Assigned
Mailing Address: 1011 NE Delta School Road
Lee's Summit, Missouri 64064

Exhibit "A1"

PERMANENT EASEMENT

Containing: 2,086 Square Feet or 0.0479 Acres more or less

All that part of the Southwest Quarter of Section 17, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 17; thence North 87°56'15" West along the South line of said Southwest Quarter a distance of 620.21 feet; thence North 02°03'45" East a distance of 386.43 feet to the POINT OF BEGINNING; thence North 30°33'01" East a distance of 50.95 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad; thence South 50°02'58" East along said right-of-way line a distance of 44.70 feet; thence departing said right-of-way line South 30°33'01" West a distance of 43.64 feet; thence North 59°26'59" West a distance of 44.10 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLÉN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 61-800-03-10-00-0-00-000
Bold R We, LLC
Situs Address: Not Assigned
Mailing Address: 1011 NE Delta School Road
Lee's Summit, Missouri 64064

Exhibit "A2"

TEMPORARY EASEMENT-1

Containing: 1,750 Square Feet or 0.0402 Acres more or less

All that part of the Southwest Quarter of Section 17, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 17; thence North 87°56'15" West along the South line of said Southwest Quarter a distance of 620.21 feet; thence North 02°03'45" East a distance of 386.43 feet to the POINT OF BEGINNING; thence North 04°51'35" West a distance of 63.80 feet; thence North 50°02'58" West parallel with the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad for a distance of 143.40 feet; thence North 39°57'02" East a distance of 5.00 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad; thence South 50°02'58" East along said right-of-way line a distance of 180.04 feet; thence departing said right-of-way line South 30°33'01" West a distance of 50.95 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLER ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 61-800-03-10-00-0-00-000
Bold R We, LLC
Situs Address: Not Assigned
Mailing Address: 1011 NE Delta School Road
Lee's Summit, Missouri 64064

Exhibit "A3"

TEMPORARY EASEMENT-2

Containing: 1,219 Square Feet or 0.0280 Acres more or less

All that part of the Southwest Quarter of Section 17, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 17; thence North 87°56'15" West along the South line of said Southwest Quarter a distance of 620.21 feet; thence North 02°03'45" East a distance of 386.43 feet; thence South 59°26'59" East a distance of 44.10 feet to the POINT OF BEGINNING; thence North 30°33'01" East a distance of 43.64 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad; thence South 50°02'58" East along said right-of-way line a distance of 220.26 feet; thence departing said right-of-way line South 39°57'02" West a distance of 5.00 feet; thence North 50°02'58" West parallel with said right-of-way line a distance of 213.13 feet; thence South 39°57'02" West a distance of 38.06 feet to the POINT OF BEGINNING.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and dated as of this _____ day of _____, 2024 by and between **Jackson County Missouri, a Constitutional Home Rule County of the State of Missouri ("Buyer")**, and **Charles H. Loeffler and Deanna L. Loeffler ("Seller")**.

WITNESSETH:

WHEREAS, Seller is the owner of the real estate described in Exhibit A, attached hereto and incorporated herein by reference (record legal description to govern), and the buildings, improvements, structures, fixtures, equipment and signage thereon, the leases thereof and the easements, access rights, and all other privileges, appurtenances and hereditaments thereto (all being hereinafter collectively referred to as the "Property"); and

WHEREAS Buyer desires to buy and Seller desires to sell Temporary and Permanent Easements, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

ARTICLE I

EASEMENT TRANSACTION

1.1 Agreement. In accordance with and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Temporary and Permanent Easements on the Property.

1.2 Purchase Price. The purchase price (the "Purchase Price") to be paid to Seller for the sale of the Temporary and Permanent Easements to Buyer as provided for herein shall be FIVE HUNDRED DOLLARS (\$500). Buyer shall, on the date of Full Execution of all of the parties of this Easement Agreement, pay Seller the Purchase Price. Check will be split evenly with \$250 to Charles Loeffler with his social security number and \$250 to Deanna Loeffler with her social security number for tax purposes.

1.3 Possession. Seller shall transfer possession of the Temporary and Permanent Easements on the Property to Buyer on the date of Closing upon consummation of all closing requirements and satisfaction of all closing conditions.

1.4 Documents at Closing. Buyer shall record all documents once executed by all parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

2.1 Seller Representations and Warranties. In order to induce Buyer to purchase the Temporary and Permanent Easements on the Property, Seller makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) There will be no parties in possession of any portion of the Property as lessees or tenants at sufferance on the date of Closing.

(b) To the best of Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Property other than the transaction contemplated herein, or any part thereof.

(c) To the best of Seller's knowledge, there are no lawsuits affecting the Property.

(d) There are no voluntary or, to the best of Seller's knowledge, involuntary proceedings in bankruptcy or under any other debtor relief laws pending against Seller or the Property.

(e) Seller has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe its provisions. This Agreement, when executed and delivered by Seller and Buyer, will be valid, binding and enforceable against Seller in accordance with its terms.

(f) Neither Seller nor Buyer nor any other person or entity claiming an interest in the Property has dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Property.

2.2 AS-IS Sale. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN ANY CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE ABSENCE OF HAZARDOUS SUBSTANCES THEREUPON, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN ANY CLOSING DOCUMENTS. OTHERWISE, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

BUYER ACKNOWLEDGES THAT IT HAS HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTIES TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY.

2.3 Limitations on Representations and Warranties. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of the foregoing representations and warranties discovered by Buyer after Closing is subject to the following limitations:

(a) Filing of Claim. Any claim by Buyer against Seller for a breach of a representation or warranty must be brought by judicial action within one hundred eighty (180) days following the Closing Date.

(b) No Claim for Breach of Representation or Covenant as to which Buyer has Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of prior to Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived any and all claims based on or resulting from such representations and warranties not being true and correct.

(c) No Liability for Consequential or Punitive Damages. Neither Seller nor Buyer shall be liable to the other party under this Agreement for special, incidental or consequential damages or for punitive or exemplary damages.

(d) To the Best of Seller's Knowledge. Wherever the phrase "to the best of Seller's knowledge" is used herein, such phrase shall mean the actual (not implied, imputed or constructive) knowledge of Charles H. Loeffler and Deanna L. Loeffler, without inquiry or investigation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

3.1 Buyer Representations and Warranties. In order to induce Seller to sell the Temporary and Permanent Easements on the Property, Buyer makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) Buyer Authority. Buyer represents and warrants that Buyer is a constitutional home rule charter county, validly existing and in good standing under the laws of the State of Missouri, and that Buyer has all necessary power and authority to own and use its properties and to transact the business in which it is engaged and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(b) Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission payable by Seller, other than as designated in Article II - 2.1(f) above, whose commission shall be payable by Seller at Closing via a separate agreement. No commission shall be payable unless the sale of the Property closes in accordance with the terms of this Agreement.

(c) Access. Buyer agrees to provide a License Agreement for access to the adjacent property owned by Seller through the improved subject property and via the existing farm crossing currently used for access by Owner and its tenants on the adjoining property and described in Exhibit A.

(d) Sewer Easements. Buyer and Seller acknowledge that Seller continues to own adjoining property adjacent to the Temporary and Permanent Easements on the Property on all sides, and that in order to access sewer service to serve the property Seller still owns ("Seller's Remaining Property"), Buyer shall grant sewer easement(s) for connections by Seller's Remaining Property, or any parts thereof, to the City of Lee's Summit (the "City"), in the form reasonably required by the City, over location(s) reasonably necessary for such access by Seller's Remaining Property. Buyer's future granting of the easements shall be done in accordance with County Code and Buyer, as future grantee, will waive all County fees related to the easements.

ARTICLE IV

Omitted

ARTICLE V

CONDITIONS TO CLOSING

5.1 Conditions. The obligations of Buyer to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to Buyer, in its discretion) on or before the date of Closing, subject to the rights of Buyer to waive any one or more of such conditions:

- (a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; and
- (b) the representations of Seller set forth in this Agreement shall be true, complete and accurate in all material respects.

5.2 Failure of Satisfaction of Conditions. In the event that any one or more of the matters referred to in each of the subsections of Section 5.1 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing, and in the further event that on or prior to the date of Closing, such condition precedent is not expressly designated as satisfied or waived in writing by Buyer, but Buyer proceeds to close, then such condition precedent shall be deemed satisfied.

ARTICLE VI

COVENANTS OF SELLERS

Seller covenants and agrees that from and after the date of this Agreement and until the date of Closing (and, where applicable, thereafter):

6.1 Operation of Property. Seller will, prior to the date of Closing, operate the Property subject to the following provisions and limitations:

- (a) Seller shall continue to operate and maintain the Property consistent with the present business and operations thereof.
- (b) Seller shall comply and perform with the terms, conditions, and obligations of the leases when and as due under the respective terms thereof.
- (c) Seller shall not (i) modify or amend any leases except in the ordinary course of business, (ii) extend or grant any concessions with respect to the leases, or accept any prepayment of

rent under the leases (other than one month in advance), (iii) enter into any new lease for space within the Property, (iv) enter into any service, supply, maintenance or other contracts pertaining to the Property or the operation of the Property which are not cancellable by Seller, at Seller's cost, at Closing, or (v) remove existing items of equipment or other personal property from the Property, unless replaced with equipment or personal property of equal or better value.

6.2 Contracts. Seller shall terminate any service, maintenance and management contracts affecting the Property on or prior to Closing.

6.3 Insurance of Property. Seller shall cause the Property to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; Seller shall bear the risk of loss to the Property to and including the date of Closing. Seller shall not assign its insurance policies to Buyer. Buyer shall secure its own insurance policies at Closing.

ARTICLE VII

Omitted

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

8.2 Assignment. Buyer or Seller may assign its rights and interests hereunder to any transferee of the Property, provided such transferee assumes in writing the obligations of Buyer or Seller hereunder as applicable and agrees in writing to be bound jointly and severally with the Buyer or Seller named herein as applicable, for such obligations.

8.3 Notices. Buyer designates Joyce C. Murray of Zimmer Real Estate Services, L.L.C. to be Buyer's authorized agent ('Buyers Rep') to act on Buyer's behalf, and to be the contact for any communication through the Closing. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, or transmitted by facsimile or electronic mail, and addressed as set forth below:

(a) If to Seller:

Charles H. Loeffler
13501 W. 76th St.
Lenexa, KS 66216

With a copy to:

Deanna L. Loeffler
16100 Kentucky View Dr.
Belton, MO 64012

(b) If to Buyer:

Frank White, Jr.
County Executive
Jackson County, Missouri
415 E 12th St Suite 200
Kansas City, MO 64106

With a copy to:

Bryan O. Covinsky
County Counselor
Jackson County, Missouri
415 E 12th Street Suite 200
Kansas City, MO 64106

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

8.4 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

8.5 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.6 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.7 Attorneys' Fees. (Intentionally omitted).

8.8 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

8.10 Section 1031 Exchange. (Intentionally omitted).

8.11 Confidentiality. Buyer covenants and agrees that: (a) all information provided to it by Seller in connection with the Property or resulting from Buyer's inspections of the Property and review of relevant materials which is not already public information, or which subsequently becomes public information through no fault or action of Buyer will be held in confidence by it, its agents and employees, and (b) Buyer will return all such information to Seller in the event the transaction contemplated by this Agreement is not consummated. Notwithstanding the foregoing, Buyer may (i) share its information on a need-to-know basis with

its consultants, accountants, attorneys and potential equity and financing sources so long as such information is delivered to such parties on the condition of confidentiality consistent with the requirements of this paragraph, and (ii) make disclosure in response to any legal process, and (iii) make any disclosure required by the Missouri Open Records Act, Chapter 610, RSMO. Seller and Buyer further covenant and agree that neither of them will issue any press releases regarding the Property or the transaction contemplated herein without the prior consultation and express written approval of other, which approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: **Jackson County Missouri ("Buyer")**

Frank White, Jr
County Executive

Date: _____

By: **Charles H. Loeffler and Deanna L. Loeffler ("Seller")**

Charles H. Loeffler

Deanna L. Loeffler

EXHIBIT A

LEGAL DESCRIPTION

Federal Project No:3301 (525)
County Parcel: 70-200-01-03-00-0-00-000

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That LOEFFLER DONNA JO & CHARLES H. – TRUSTEES hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration to them paid (the receipt of which is hereby acknowledged) does Grant, Remise, and Release, FOREVER to JACKSON COUNTY, a Charter County of the State of Missouri, hereinafter called GRANTEE (415 East 12th Street, Kansas City, Missouri, 64106), an Easement for the extension of a drainage culvert related to a bicycle and pedestrian trail project and any related infrastructure upon, over, under and along the following described tract of land lying, being and situated in JACKSON COUNTY, MISSOURI, to-wit:

SEE ATTACHED EXHIBIT "A1" FOR LEGAL DESCRIPTION

Together with the right of GRANTEE, and the above described utility companies, their agents, employees, or independent contractors to go upon the above described easement and so much of GRANTOR'S land adjacent thereto as may be reasonably necessary for the purpose of constructing, maintaining, and repairing the improvements and appurtenances thereto, including the right to cut, top, and trim brush and trees, if any, on or adjacent to said easement, as may be necessary or desirable to maintain any facilities thereon. Upon completion of such construction, maintenance or repair, the land of the GRANTOR shall be restored to approximately the same condition that existed prior to the entry upon it.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from laying out, establishing and constructing pavement, curbing, and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such improvements and appurtenances.

GRANTORS further state that they are lawfully seized of any indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal this _____ day of

_____, 20____.

Grantor:

BY _____
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 20____, before me, a Notary
Public, personally appeared _____,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same for the Grantor, by authority vested in them.

Notary Public in and for
said County and State SEAL

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No.TCE-2
Jackson County Parcel No: 70-200-01-03-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, ____, by and between
LOEFFLER DONNA JO & CHARLES H. – TRUSTEES, hereinafter called GRANTOR(S), and
JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE , the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A2" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for
said County and State

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No.TCE-1
Jackson County Parcel No: 70-200-01-03-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between
LOEFFLER DONNA JO & CHARLES H. – TRUSTEES, hereinafter called GRANTOR(S), and
JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE, the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A3" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for
said County and State

N. Line, NE 1/4, Section 20-T47N-R31W
1064.89'
S87°23'09"E
P.O.C.
NW Corner, NE 1/4,
Section 20-T47N-R31W

EASEMENT EXHIBIT
PART OF THE NE 1/4, SECTION 20-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

Section 20-T47N-R31W
NE 1/4



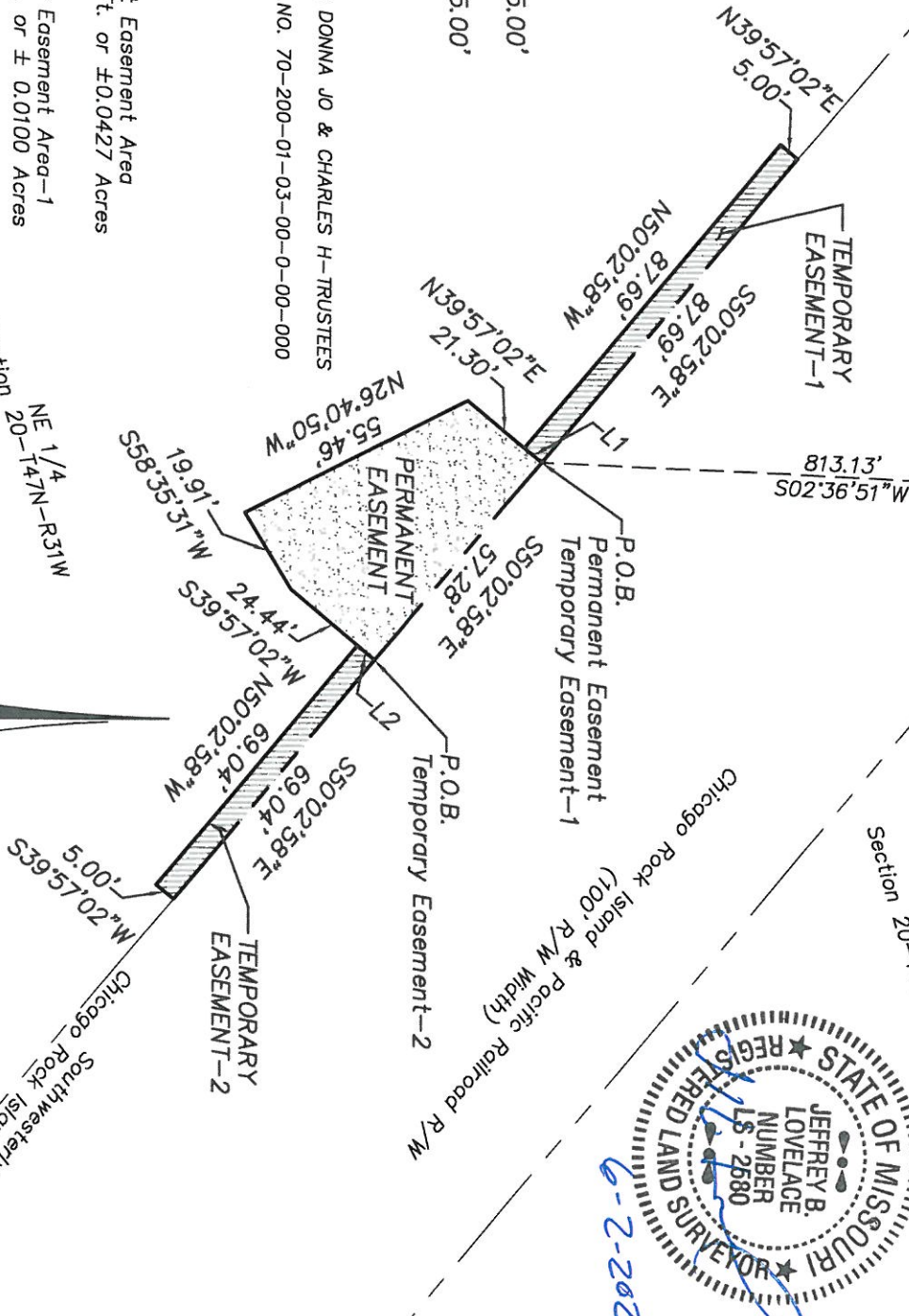
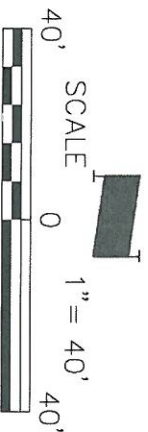
LINE TABLE

L1 = S39°57'02"W, 5.00'
L2 = N39°57'02"E, 5.00'

LOEFFLER DONNA JO & CHARLES H-TRUSTEES
PARCEL NO. 70-200-01-03-00-0-00-000

	Permanent Easement Area 1,860 Sq.Ft. or ±0.0427 Acres
	Temporary Easement Area-1 438 Sq.Ft. or ± 0.0100 Acres
	Temporary Easement Area-2 345 Sq.Ft. or ± 0.0079 Acres

FEDERAL PROJECT TAP 3301(525)
GREENWOOD CONNECTOR
JACKSON COUNTY, MISSOURI



EASEMENT EXHIBIT
PART OF NE 1/4, SECTION 20-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI
Prepared For: McClure
1700 Swift Street, Suite 100
North Kansas City, Missouri 64116

PROPERTY INFORMATION
Owner: LOEFFLER DONNA JO
& CHARLES H-TRUSTEES
13501 W 76TH TER
LENEXA, KS 66216
Parcel No.: 70-200-01-03-00-0-00-000
Easement Tract No.: N/A

Project No: 21065
Drawn By: JBL
Checked By: JBL
Date: 05-30-2022
Scale: 1" = 40'
File Name:
EASEMENT AREA-2

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

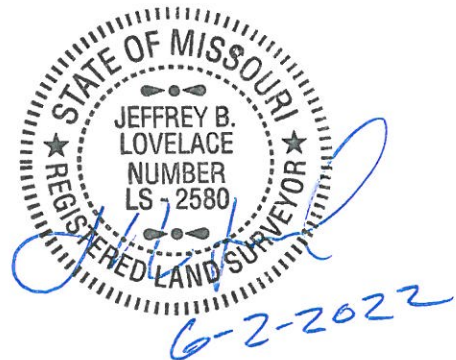
Exhibit "A1"

PERMANENT EASEMENT

Containing: 1,860 Square Feet or 0.0427 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 50°02'58" East along said right-of-way line a distance of 57.28 feet; thence departing said right-of-way line South 39°57'02" West a distance of 24.44 feet; thence South 58°35'31" West a distance of 19.91 feet; thence North 26°40'50" West a distance of 55.46 feet; thence North 39°57'02" East a distance of 21.30 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLER ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

Exhibit "A2"

TEMPORARY EASEMENT-1

Containing: 438 Square Feet or 0.0100 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 39°57'02" West a distance of 5.00 feet; thence North 50°02'58" West parallel with said right-of-way line a distance of 87.69 feet; thence North 39°57'02" East a distance of 5.00 feet to said right-of-way line; thence South 50°02'58" East along said right-of-way line a distance of 87.69 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLER ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

Exhibit "A3"

TEMPORARY EASEMENT-2

Containing: 345 Square Feet or 0.0079 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad; thence South 50°02'58" East along said right-of-way line a distance of 57.28 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line South 50°02'58" East a distance of 69.04 feet; thence departing said right-of-way line South 39°57'02" West a distance of 5.00 feet; thence North 50°02'58" West parallel with said right-of-way line a distance of 69.04 feet; thence North 39°57'02" East a distance of 5.00 feet to the POINT OF BEGINNING.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and dated as of this _____ day of _____, 2024 by and between **Jackson County Missouri, a Constitutional Home Rule County of the State of Missouri ("Buyer")**, and **LeMone Smith 291 Investments LLC, a Missouri limited liability company ("Seller")**.

WITNESSETH:

WHEREAS, Seller is the owner of the real estate located at 2632 SE Hamblen Road, Lee's Summit, MO 64082 and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (record legal description to govern), and the buildings, improvements, structures, fixtures, equipment and signage thereon, the leases thereof and the easements, access rights, and all other privileges, appurtenances and hereditaments thereto (all being hereinafter collectively referred to as the "Property");

WHEREAS Seller was recently landlord to Wendel NAD LLC under a lease affecting the Property, which tenant lease will be terminated by Seller prior to closing (the "Leases"), and there will be no tenant leases encumbering the Property; and

WHEREAS Buyer desires to buy and Seller desires to sell Temporary and Permanent Easements, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

ARTICLE I

EASEMENT TRANSACTION

1.1 Agreement. In accordance with and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Temporary and Permanent Easements on the Property.

1.2 Purchase Price. The purchase price (the "Purchase Price") to be paid to Seller for the sale of the Temporary and Permanent Easements to Buyer as provided for herein shall be NINETY FIVE THOUSAND DOLLARS (\$95,000). Buyer shall, on the date of Full Execution of all of the parties of this Easement Agreement, pay Seller the Purchase Price.,

1.3 Possession. Seller shall transfer possession of the Temporary and Permanent Easements on the Property to Buyer on the date of Closing upon consummation of all closing requirements and satisfaction of all closing conditions.

1.4 Documents at Closing. Buyer shall record all documents once executed by all parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

2.1 Seller Representations and Warranties. In order to induce Buyer to purchase the Temporary and Permanent Easements on the Property, Seller makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) There will be no parties in possession of any portion of the Property as lessees or tenants at sufferance on the date of Closing.

(b) To the best of Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Property other than the transaction contemplated herein, or any part thereof.

(c) To the best of Seller's knowledge, there are no lawsuits affecting the Property.

(d) There are no voluntary or, to the best of Seller's knowledge, involuntary proceedings in bankruptcy or under any other debtor relief laws pending against Seller or the Property.

(e) Seller has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe its provisions. This Agreement, when executed and delivered by Seller and Buyer, will be valid, binding and enforceable against Seller in accordance with its terms.

(f) Neither Seller nor Buyer nor any other person or entity claiming an interest in the Property has dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Property.

2.2 AS-IS Sale. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN ANY CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE ABSENCE OF HAZARDOUS SUBSTANCES THEREUPON, AND

SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN ANY CLOSING DOCUMENTS. OTHERWISE, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

BUYER ACKNOWLEDGES THAT IT HAS HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTS TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY.

2.3 Limitations on Representations and Warranties. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of the foregoing representations and warranties discovered by Buyer after Closing is subject to the following limitations:

(a) Filing of Claim. Any claim by Buyer against Seller for a breach of a representation or warranty must be brought by judicial action within one hundred eighty (180) days following the Closing Date.

(b) No Claim for Breach of Representation or Covenant as to which Buyer has Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of prior to Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived any and all claims based on or resulting from such representations and warranties not being true and correct.

(c) No Liability for Consequential or Punitive Damages. Neither Seller nor Buyer shall be liable to the other party under this Agreement for special, incidental or consequential damages or for punitive or exemplary damages.

(d) To the Best of Seller's Knowledge. Wherever the phrase "to the best of Seller's knowledge" is used herein, such phrase shall mean the actual (not implied, imputed or constructive) knowledge of Jason A. Burchfield, without inquiry or investigation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

3.1 Buyer Representations and Warranties. In order to induce Seller to sell the Temporary and Permanent Easements on the Property, Buyer makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) Buyer Authority. Buyer represents and warrants that Buyer is a constitutional home rule charter county, validly existing and in good standing under the laws of the State of Missouri, and that Buyer has all necessary power and authority to own and use its properties and to transact the business in which it is engaged and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(b) Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission payable by Seller, other than as designated in Article II - 2.1(f) above, whose commission shall be payable by Seller at Closing via a separate agreement. No commission shall be payable unless the sale of the Property closes in accordance with the terms of this Agreement.

(c) Access. Buyer agrees to provide a License Agreement for access to the adjacent property owned by Seller through the improved subject property and via the existing farm crossing currently used for access by Owner and its tenants on the adjoining property and described in Exhibit A.

(d) Sewer Easements. Buyer and Seller acknowledge that Seller continues to own adjoining property adjacent to the Temporary and Permanent Easements on the Property on all sides, and that in order to access sewer service to serve the property Seller still owns ("Seller's Remaining Property"), Buyer shall grant sewer easement(s) for connections by Seller's Remaining Property, or any parts thereof, to the City of Lee's Summit (the "City"), in the form reasonably required by the City, over location(s) reasonably necessary for such access by Seller's Remaining Property. Buyer's future granting of the easements shall be done in accordance with County Code and Buyer, as future grantee, will waive all County fees related to the easements.

ARTICLE IV

Omitted

ARTICLE V

CONDITIONS TO CLOSING

5.1 Conditions. The obligations of Buyer to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to Buyer, in its discretion) on or before the date of Closing, subject to the rights of Buyer to waive any one or more of such conditions:

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; and

(b) the representations of Seller set forth in this Agreement shall be true, complete and accurate in all material respects.

5.2 Failure of Satisfaction of Conditions. In the event that any one or more of the matters referred to in each of the subsections of Section 5.1 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing, and in the further event that on or prior to the date of Closing, such condition precedent is not expressly designated as satisfied or waived in writing by Buyer, but Buyer proceeds to close, then such condition precedent shall be deemed satisfied.

ARTICLE VI

COVENANTS OF SELLERS

Seller covenants and agrees that from and after the date of this Agreement and until the date of Closing (and, where applicable, thereafter):

6.1 Operation of Property. Seller will, prior to the date of Closing, operate the Property subject to the following provisions and limitations:

(a) Seller shall continue to operate and maintain the Property consistent with the present business and operations thereof.

(b) Seller shall comply and perform with the terms, conditions, and obligations of the leases when and as due under the respective terms thereof.

(c) Seller shall not (i) modify or amend any leases except in the ordinary course of business, (ii) extend or grant any concessions with respect to the leases, or accept any prepayment of

rent under the leases (other than one month in advance), (iii) enter into any new lease for space within the Property, (iv) enter into any service, supply, maintenance or other contracts pertaining to the Property or the operation of the Property which are not cancellable by Seller, at Seller's cost, at Closing, or (v) remove existing items of equipment or

other personal property from the Property, unless replaced with equipment or personal property of equal or better value.

6.2 Contracts. Seller shall terminate any service, maintenance and management contracts affecting the Property on or prior to Closing.

6.3 Insurance of Property. Seller shall cause the Property to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; Seller shall bear the risk of loss to the Property to and including the date of Closing. Seller shall not assign its insurance policies to Buyer. Buyer shall secure its own insurance policies at Closing.

ARTICLE VII

Omitted

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

8.2 Assignment. Buyer or Seller may assign its rights and interests hereunder to any transferee of the Property, provided such transferee assumes in writing the obligations of Buyer or Seller hereunder as applicable and agrees in writing to be bound jointly and severally with the Buyer or Seller named herein as applicable, for such obligations.

8.3 Notices. Buyer designates Joyce C. Murray of Zimmer Real Estate Services, L.L.C. to be Buyer's authorized agent ("Buyers Rep") to act on Buyer's behalf, and to be the contact for any communication through the Closing. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, or transmitted by facsimile or electronic mail, and addressed as set forth below:

(a) If to Seller:

LeMone Smith 291 Investments LLC
c/o Jay Burchfield
302 Campusview Drive, Ste. 106
Columbia, MO 65201

With a copy to:

Phebe La Mar
SMITH LEWIS, LLP
P. O. Box 918
Columbia, MO 65205-0918

(b) If to Buyer:

Frank White, Jr.
County Executive
Jackson County, Missouri
415 E 12th St Suite 200
Kansas City, MO 64106

With a copy to:

Bryan O. Covinsky
County Counselor
Jackson County, Missouri
415 E 12th Street Suite 200
Kansas City, MO 64106

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

8.4 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

8.5 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.6 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.7 Attorneys' Fees. (Intentionally omitted).

8.8 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

8.10 Section 1031 Exchange. (Intentionally omitted).

8.11 Confidentiality. Buyer covenants and agrees that: (a) all information provided to it by Seller in connection with the Property or resulting from Buyer's inspections of the Property and review of relevant materials which is not already public information, or which subsequently becomes public information through no fault or action of Buyer will be held in confidence by it, its agents and employees, and (b) Buyer will return all such information to Seller in the event the transaction contemplated by this Agreement is not consummated. Notwithstanding the foregoing, Buyer may (i) share its information on a need-to-know basis with

its consultants, accountants, attorneys and potential equity and financing sources so long as such information is delivered to such parties on the condition of confidentiality consistent with the requirements of this paragraph, and (ii) make disclosure in response to any legal process, and (iii) make any disclosure required by the Missouri Open Records Act, Chapter 610, RSMO. Seller and Buyer further covenant and agree that neither of them will issue any press releases regarding the Property or the transaction contemplated herein without the prior consultation and express written approval of other, which approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: **Jackson County Missouri ("Buyer")**

Frank White, Jr
County Executive

Date: _____

By: **LeMone Smith 291 Investments LLC ("Seller")**

Jason A. Burchfield
Manager of RML Enterprises LLC, Member

EXHIBIT A

LEGAL DESCRIPTION

PERMANENT EASEMENT

THIS EASEMENT, made this ____ day of _____, 2024, by and between Lemone Smith Dev. Co., hereinafter called GRANTORS, and Jackson County Missouri, hereinafter called GRANTEE located at 415 East 12th Street, Kansas City, Missouri 64106.

WITNESSETH, that the said GRANTOR for Ten Dollars (\$10.00) and other valuable considerations, to them in hand paid by the GRANTEE, the receipt of which is acknowledged, hereby grants, remises, releases, and forever quits claim unto the said GRANTEE, its agents and assigns, a permanent non-exclusive easement for a ten foot wide shared use path for pedestrian and bicycle usage and related infrastructure including but not limited to drainage, fencing, trailhead, parking, signage lighting, water service, and including the right to build, construct, keep and maintain said infrastructure under, in, over, and upon the following described tracts of land situated in Jackson County, Missouri, to-wit:

SEE ATTACHED EXHIBIT "A1" FOR LEGAL DESCRIPTION

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of the Shared Use Path and all related infrastructure and improvements made, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the shared use path.

GRANTEE agrees not to obstruct or interfere with GRANTORS ability to enter into other easement agreements that do not encroach, obstruct or interfere with the operation, maintenance or access to GRANTEE'S infrastructure improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any improvement, habitable building or roadway on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, hereby waives any right to request vacation of the easement herein granted. THIS GRANT and easement shall at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such Shared Use Path improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building or other improvement on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE, their successors and assigns shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said infrastructure as may be

necessary, and while nothing in this deed shall be construed so as to grant any right to said GRANTEE which shall in any way interfere with the safe and unrestricted use by GRANTOR of the land adjacent to and above said infrastructure, GRANTOR(s) shall not use nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of said infrastructure, and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use thereof.

IN WITNESS WHEREOF, the said Grantor, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2024.

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for said County and State

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No.TCE-1
Jackson County Parcel No: 70-200-01-03-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between
LEMONE SMITH DEV. CO., hereinafter called GRANTOR(S), and
JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE, the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A2" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
_____)
COUNTY OF _____)

SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for
said County and State

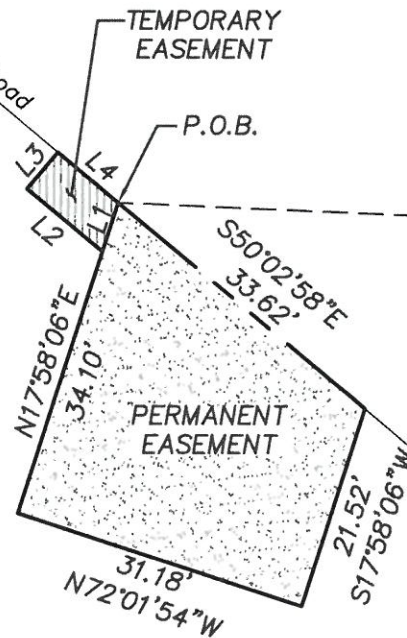
EASEMENT EXHIBIT
PART OF THE NE 1/4, SECTION 20-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

P.O.C.
 NE Corner, NE 1/4,
 Section 20-T47N-R31W

LINE TABLE

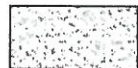
- L1 = S17°58'06"W, 5.39'
 L2 = N50°02'58"W, 10.26'
 L3 = N39°57'02"E, 5.00'
 L4 = S50°02'58"E, 8.25'

NE 1/4
 Section 20-T47N-R31W



LEMONE SMITH DEVELOPMENT CO.

PARCEL NO. 70-200-01-02-00-0-00-000

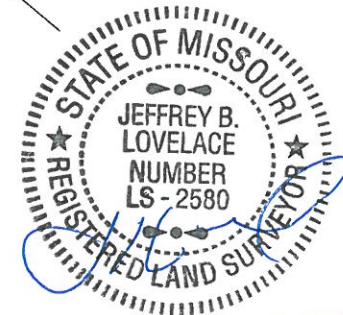
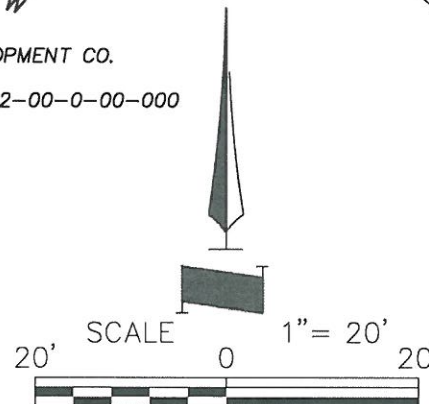


Permanent Easement Area
 867 Sq.Ft. or ± 0.0199 Acres



Temporary Easement Area
 46 Sq.Ft. or ± 0.0010 Acres

FEDERAL PROJECT TAP 3301(525)
 GREENWOOD CONNECTOR
 JACKSON COUNTY, MISSOURI



6-2-2022

PROPERTY INFORMATION	Owner: LEMONE SMITH DEV. CO. P.O. BOX 7688 COLUMBIA, MO 65205 Parcel No.: 70-200-01-02-00-0-00-000 Easement Tract No.: N/A
EASEMENT EXHIBIT	PART OF NE 1/4, SECTION 20-T47N-R31W LEE'S SUMMIT, JACKSON COUNTY, MISSOURI Prepared For: McCLURE 1700 Swift Street, Suite 100 North Kansas City, Missouri 64116
Project No: 21065	Drawn By: JBL Checked By: JBL Date: 05-30-2022 Scale: 1" = 20' File Name: EASEMENT AREA-1
LOVEFACE & ASSOCIATES Land Surveying - Land Planning 929 SE 3rd Street Lee's Summit, Missouri 64063 Tel: (816) 347-9997 Fax: (816) 347-9979	EXHIBIT SHT 1 OF 1

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076

Parcel ID No. 70-200-01-02-00-0-00-000

Lemone Smith Development Co.

Situs Address: Not Assigned

Mailing Address: P.O. Box 7688

Columbia, Missouri 65205

Exhibit "A1"

PERMANENT EASEMENT

Containing: 867 Square Feet or 0.0199 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 20; thence South 02°26'43" West along the East line of said Northeast Quarter a distance of 1607.13 feet; thence North 87°33'17" West a distance of 560.54 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 50°02'58" East along said right-of-way line a distance of 33.62 feet; thence departing said right-of-way line South 17°58'06" West a distance of 21.52 feet; thence North 72°01'54" West a distance of 31.18 feet; thence North 17°58'06" East a distance of 34.10 feet to the POINT OF BEGINNING.



6-2-2022

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLÉN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-02-00-0-00-000
Lemone Smith Development Co.
Situs Address: Not Assigned
Mailing Address: P.O. Box 7688
Columbia, Missouri 65205

Exhibit "A2"

TEMPORARY EASEMENT

Containing: 46 Square Feet or 0.0010 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 20; thence South 02°26'43" West along the East line of said Northeast Quarter a distance of 1607.13 feet; thence North 87°33'17" West a distance of 560.54 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 17°58'06" West a distance of 5.39 feet; thence North 50°02'58" West parallel with said right-of-way line a distance 10.26 feet; thence North 39°57'02" East a distance of 5.00 feet to said right-of-way line, thence South 50°02'58" East along said right-of-way line a distance of 8.25 feet to the POINT OF BEGINNING.



PERMANENT EASEMENT

THIS EASEMENT, made this ____ day of _____, 2024, by and between Lemone Smith Dev. Co., hereinafter called GRANTORS, and Jackson County Missouri, hereinafter called GRANTEE located at 415 East 12th Street, Kansas City, Missouri 64106.

WITNESSETH, that the said GRANTOR for Ten Dollars (\$10.00) and other valuable considerations, to them in hand paid by the GRANTEE, the receipt of which is acknowledged, hereby grants, remises, releases, and forever quits claim unto the said GRANTEE, its agents and assigns, a permanent non-exclusive easement for a ten foot wide shared use path for pedestrian and bicycle usage and related infrastructure including but not limited to drainage, fencing, trailhead, parking, signage lighting, water service, and including the right to build, construct, keep and maintain said infrastructure under, in, over, and upon the following described tracts of land situated in Jackson County, Missouri, to-wit:

SEE ATTACHED EXHIBIT "A3" FOR LEGAL DESCRIPTION

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of the Shared Use Path and all related infrastructure and improvements made, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the shared use path.

GRANTEE agrees not to obstruct or interfere with GRANTORS ability to enter into other easement agreements that do not encroach, obstruct or interfere with the operation, maintenance or access to GRANTEE'S infrastructure improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any improvement, habitable building or roadway on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, hereby waives any right to request vacation of the easement herein granted. THIS GRANT and easement shall at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such Shared Use Path improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building or other improvement on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE, their successors and assigns shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said infrastructure as may be

necessary, and while nothing in this deed shall be construed so as to grant any right to said GRANTEE which shall in any way interfere with the safe and unrestricted use by GRANTOR of the land adjacent to and above said infrastructure, GRANTOR(s) shall not use nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of said infrastructure, and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use thereof.

IN WITNESS WHEREOF, the said Grantor, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2024.

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires _____

Notary Public in and for said County and State

E. Line, Section 20-T47N-R31W
W. Line, Section 21-T47N-R31W

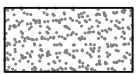
P.O.C.
NW Corner,
Section 21-T47N-R31W

2197.84'
S02°26'43"W
209.14'
S87°33'17"E
30.00'
N39°57'02"E

P.O.B.
Chicago Rock Island & Pacific Railroad R/W
(100' R/W Width)
N50°02'58"W 588.22'
S50°02'58"E 990.98'
W 1/2
Section 21-T47N-R31W

LEMONE SMITH DEVELOPMENT CO.
PARCEL NO. 70-100-02-02-02-0-00-000

W 1/2
Section 21-T47N-R31W

 Permanent Easement
176,816 Sq.Ft. or ± 4.0591 Acres

FEDERAL PROJECT TAP 3301(525)
GREENWOOD CONNECTOR
JACKSON COUNTY, MISSOURI

EASEMENT EXHIBIT

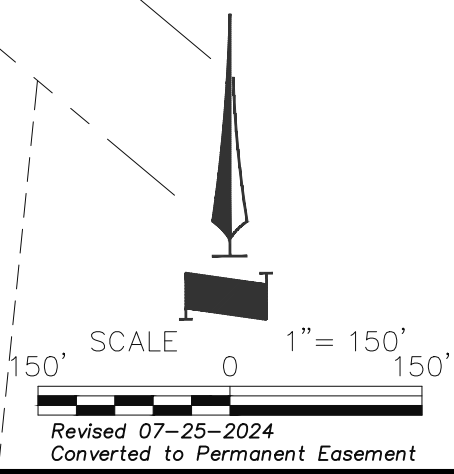
PART OF THE WEST 1/2, SECTION 21-T47N-R31W

LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



50'
R/W
SE HAMBLEN RD

PERMANENT EASEMENT
N05°45'25"E 538.27'
336.74'
S05°45'25"W
75'
R/W
N84°14'35"W 350.00'




PROPERTY INFORMATION	
Owner:	LEMONE SMITH DEV. CO. P.O. BOX 7688 COLUMBIA, MO 65205 Parcel No.: 70-100-02-02-02-0-00-000 Easement Tract No.: N/A
EASEMENT EXHIBIT	
PART OF W 1/2, SECTION 21-T47N-R31W LEE'S SUMMIT, JACKSON COUNTY, MISSOURI	
Project No: 21065 Drawn By: JBL Checked By: JBL Date: 05-30-2022 Scale: 1" = 150' File Name: Permanent Easement	Prepared For: McCLURE 1700 Swift Street, Suite 100 North Kansas City, Missouri 64116
<div>LOVELACE & ASSOCIATES Land Surveying - Land Planning 929 SE 3rd Street Lee's Summit, Missouri 64063 Tel: (816) 347-9997 Fax: (816) 347-9979</div> <div>EXHIBIT SHT 1 OF 1</div>	

Exhibit "A3"

PERMANENT EASEMENT

Containing: 176,816 Square Feet or 4.0591 Acres more or less

All that part of the West Half of Section 21, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence South 02°26'43" West along the West line of said Section 21 a distance of 2197.84 feet; thence South 87°33'17" East a distance of 209.14 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 50°02'58" East along said right-of-way line a distance of 990.98 feet to the West right-of-way line of Hamblen Road as now established; thence South 05°45'25" West along said West right-of-way line a distance of 336.74 feet; thence departing said right-of-way line North 84°14'35" West a distance of 350.00 feet; thence North 05°45'25" East a distance of 538.27 feet; thence North 50°02'58" West parallel with said Railroad right-of-way line a distance of 588.22 feet; thence North 39°57'02" East a distance of 30.00 feet to the POINT OF BEGINNING.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION expressing the support of the Jackson County Legislature for the creation of a Jackson County Office of Gun Violence Prevention.

RESOLUTION NO. 21742, September 30, 2024

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, gun violence remains the leading cause of death for children and adolescents in the United States, according to the latest mortality data published by the Centers for Disease Control and Prevention; and,

WHEREAS, gun suicide claims the lives of more than 25,000 people in the United States every year; and,

WHEREAS, in the eight years between 2015 and 2022 over 19,000 people were shot and killed or wounded in the United States in a mass shooting; and,

WHEREAS, in Jackson County gun violence should be the forefront of violence related issues that needs direct attention and a call to action as gun violence effects the citizens of Jackson County; now therefore,

BE IT RESOLVED that the Jackson County Legislature hereby supports the creation and funding of a Jackson County Office of Gun Violence; and,

BE IT FURTHER RESOLVED that the Jackson County Office of Gun Violence will work to strengthen coordination, capacity and partnerships to address the root causes of gun violence, and to advance policies and practices that are grounded in race equity, to prevent all forms of violence and to promote healing across all communities in Jackson County; and,

BE IT FURTHER RESOLVED that upon the passage of this resolution, the Jackson County Executive shall have the support of this body to establish and advertise the role of County Gun Violence Prevention Officers and commence recruitment to ensure the Jackson County Office of gun violence prevention is operational and effective.

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

APPROVED AS TO FORM:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21742 of September 30, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Jackson County Missouri

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

Request for Legislative Action

File #: 24-315, Version: 0

REQUESTED MEETING DATE: 9/30/2024

Resolution No.: 21742

SPONSORS:

Sponsor: Manuel Abarca IV

Manuel Abarca IV

Date: September 30, 2024

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Monica Bravo

PHONE: 816-462-7369

EMAIL: mbravo@jacksongov.org

DEPARTMENT: County Legislature

TITLE: A RESOLUTION expressing the support of the Jackson County Legislature for the creation of a Jackson County office of Gun Violence Prevention.

SUMMARY: <http://publichealth.lacounty.gov/ovp/> BE IT RESOLVED that the Jackson County Legislature hereby supports the creation and funding of a Jackson County Office of Gun Violence; and, BE IT FURTHER RESOLVED that the Jackson County Office of Gun Violence will work to strengthen coordination, capacity and partnerships to address the root causes of gun violence, and to advance policies and practices that are grounded in race equity, to prevent all forms of violence and to promote healing across all communities in Jackson County; and, BE IT FURTHER RESOLVED that upon the passage of this resolution, the Jackson County Executive shall have the support of this body to establish and advertise the role of County Gun Violence Prevention Officers and commence recruitment to ensure the Jackson County Office of gun violence prevention is operational and effective.

FINANCIAL IMPACT:

NO ☒

Amount	Fund	Department	Line-Item Detail

YES ☐

ACTION NEEDED: COURTESY (NO LEGAL IMPACT)

ATTACHMENTS:

1. Los Angeles County Office of Gun Violence Prevention
2. Office of Gun Violence Prevention Layout Plan
3. 21668 dropped
4. 21668bu

OFFICE OF GUN VIOLENCE PREVENTION AND COMMUNITY SOLUTIONS

The mission of the Office of Gun Violence Prevention and Community Solutions is to collaborate, collect, and foster solutions specific to gun violence prevention efforts, and advocacy for victims and community solutions within Jackson County.

Supporting COMBAT and integrating efforts

The office of gun violence prevention supports the objectives and mission of the Community Backed Anti-Crime Tax (COMBAT) program by:

1. Collaborative efforts:
 - a. Partnering with local organizations, law enforcement, educational institutions, and community groups to develop comprehensive strategies to reduce gun violence
2. Data collection and analysis:
 - a. Systematically collecting and analyzing data to understand the patterns and causes of gun violence, thereby informing effective interventions and policies
3. Promotion of Solutions:
 - a. Recommending evidence-based solutions and promoting best practices in gun violence prevention, ensuring that successful initiatives are scaled and replicated
4. Victim advocacy and support
 - a. Providing robust support systems for victims of gun violence, including counseling, legal assistance, and social services, to aid in their recovery and prevent further trauma

How this supports COMBAT

1. Integration of services
 - a. The office of gun violence prevention will integrate its efforts with COMBAT'S existing programs, ensuring a holistic approach to violence prevention that addresses both drug-related and firearm-related violence
2. Resource allocation
 - a. When pooling resources and expertise, the office will enhance COMBAT'S capacity to implement comprehensive and effective violence prevention strategies

- b. This also would include increasing federal funding opportunities
- 3. Community engagement
 - a. The office will leverage COMBAT'S established community relationships to increase outreach and engagement, ensuring that gun violence prevention efforts are community-driven and widely supported

Proposed Staffing Structure

- 1. Director of Office (first priority)
 - a. Responsible for leadership, strategy and coordination of office activities
- 2. Deputy Director
 - a. Assists the director in managing operations of office, overseeing programs and sponsorships, and ensuring alignment with COMBAT and other initiatives
- 3. Policy Analyst
 - a. Conducts research, analyzes data, and develops potential policy initiatives based on evidence of crime levels throughout Jackson County to reduce gun violence and crime
- 4. Community outreach coordinator (First priority)
 - a. Engages with local and national community organizations and stakeholders to promote prevention programs and receive feedback and/or support
- 5. Victims support director (or coordinator)
 - a. Provides direct support to victims or families affected by gun violence, including counseling and mental health services, and recommendations to social services
- 6. Admin support (First priority)
 - a. Manages communications between office coordinators and staff and offers logistical support for all initiatives

The establishment of an Office of Gun Violence Prevention will significantly enhance our community's ability to address and mitigate gun violence through targeted, collaborative, and evidence-based efforts. By integrating our work with the COMBAT program, we will create a unified and effective approach to making Jackson County a safer place for all its residents.

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 employee cafeteria plan administration for use countywide to Application Software, Inc. (ASI Flex), of Columbia, MO.

RESOLUTION NO. 21743, September 30, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, by Resolution 21636, dated June 17, 2024, the Legislature did award a twelve-month term and supply contract to CBIZ Benefits of Kansas City (Jackson County), MO, for the furnishing of broker and consulting services relating to County employee group health, life, and dental insurance as employee benefits; and,

WHEREAS, CBIZ Benefits pursuant to this authorization has solicited new written proposals for cafeteria plan administration for County employees; and,

WHEREAS, after evaluation of the proposals received CBIZ Benefits has recommended the continued award to Application Software, Inc. (ASI Flex), of Columbia, MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of the Human Resources recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee cafeteria plan administration for use countywide to Application Software, Inc. (ASI Flex), of Columbia, MO; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds 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 Human Resources and that the Director be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21743 of September 30, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of 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.

09/26/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Sep 26, 2024 10:34 CDT)

Chief Administrative Officer



Jackson County Missouri

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

Request for Legislative Action

File #: 24-277, Version: 0

REQUESTED MEETING DATE: 9/10/2024

SPONSORS:

Megan L. Marshall

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21743

Sponsor: Megan L. Marshall

Date: September 30, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Michelle Chrisman **PHONE:** 816-881-1204

EMAIL: mchrisman@jacksongov.org

DEPARTMENT: Human Resources

TITLE: Requesting to award a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing of cafeteria plan administration as an optional employee benefit to Application Software, Inc. (ASIFlex) of Columbia, Missouri, pursuant to the recommendation of the County's Employee Benefits Consultant, CBIZ Benefits of Kansas City, Missouri.

SUMMARY: On July 2, 2024, pursuant to their contract, CBIZ distributed Requests for Proposal for cafeteria plan administration for the Flexible Spending Account programs to the major carriers on the market - ASIFlex, Flex Made Easy, Inspira Financial, iSolved, P&A Group and Wex; bids were received from five of the six vendors. ASIFlex will continue to provide cafeteria plan administration services with no increase to the current rates. Because of the similarity of the plans and fee structures from all vendors, the disruption to participants and administrative staff by switching carriers is not validated. Pursuant to Section 1054.6 of the Jackson County Code, Human Resources recommends awarding a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing of cafeteria plan administration as an optional employee benefit to Application

Software, Inc. (ASIFlex) of Columbia, Missouri, pursuant to the recommendation of CBIZ.

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail

YES ☐**ACTION NEEDED: AWARD A CONTRACT****ATTACHMENTS:**

Jackson County 2025 ASI Flex Summary 9-10-24



2025 MARKETING SUMMARY

Jackson County, MO

September 10, 2024



FSA Administration



Carrier	Status
ASI Flex (incumbent)	Quoted – Renewal
Flex Made Easy	Declined to quote
Inspira Financial	Quote was not competitive
iSolved	Quoted
P&A Group	Quoted
Wex	Quote was not competitive

FSA Rate Comparison



Carrier		AS Flex - Current
ADMINISTRATION		
Funding Options		Daily or weekly
Dedicated Account Manager		Yes
SERVICES		
Section 125 Administration		Included
Annual Non-Discrimination Testing		Included - Must be requested by Client
Plan Document Preparation		Included
Employer & Employee Online Account Access		Included
Mobile App		Included
PRICING	Enrollment	
Initial Set-Up Charge (One Time)		N/A
Renewal Fee		N/A
Healthcare FSA Administration Fee	118	\$2.90
Dependent Care FSA Administration Fee	22	\$2.90
Participant Debit Card Fee		Included
Minimum Monthly Fee		\$50
Estimated Monthly Costs		\$406
Estimated First Year Costs		
Estimated Ongoing Annual Costs		\$4,872
\$ Change from Current		
% Change from Current		
Rate Guarantee		

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 employee group basic life, AD&D, voluntary life, dependent life, and long-term disability insurance for use countywide to Hartford Life Insurance Company of Hartford, CT.

RESOLUTION NO. 21744, September 30, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, by Resolution 21636, dated June 17, 2024, the Legislature did award a twelve-month term and supply contract to CBIZ Benefits of Kansas City (Jackson County), MO, for the furnishing of broker and consulting services relating to County employee group health, life, and dental insurance as employee benefits; and,

WHEREAS, CBIZ Benefits pursuant to this authorization has solicited new written proposals for employee group basic life, AD&D, voluntary life, dependent life, and long term disability insurance for County employees; and,

WHEREAS, after evaluation of the proposals received CBIZ Benefits has recommended award to Hartford Life Insurance Company of Hartford, CT; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of the Human Resources recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee group basic life, AD&D, voluntary life, dependent life, and long-term disability insurance for use countywide to Hartford Life Insurance Company of Hartford, CT; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds 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 Human Resources and that the Director be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21744 of September 30, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of 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.

09/26/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Sep 26, 2024 10:34 CDT)

Chief Administrative Officer



Jackson County Missouri

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

Request for Legislative Action

File #: 24-275, Version: 0

REQUESTED MEETING DATE: 9/16/2024

Resolution No.: 21744

SPONSORS:

Sponsor: Megan L. Marshall

Date: September 30, 2024

Megan L. Marshall

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Michelle Chrisman **PHONE:** 816-881-1204

EMAIL: mchrisman@jacksongov.org

DEPARTMENT: Human Resources

TITLE: Requesting to award a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing basic life, AD&D, voluntary life, dependent life, and long-term disability insurance to Hartford Life Insurance Company of Hartford, Connecticut, pursuant to the recommendation of the County's Employee Benefits Consultant, CBIZ Benefits of Kansas City, Missouri.

SUMMARY: On July 2, 2024, pursuant to their contract, CBIZ distributed Requests for Proposal for basic life, AD&D, voluntary life, dependent life, and long-term disability (LTD) insurance to the major carriers on the market - Standard, Guardian, The Hartford, MetLife, Mutual of Omaha, New York Life, One America, Prudential, Sun Life and VOYA. Bids were received from Standard, MetLife, New York Life, Voya and Hartford; all others either declined to quote or quote was not competitive. For 2025, the County has selected The Hartford to provide basic life, AD&D, voluntary life, and dependent life coverage for County associates. The County has increased the Basic Life coverage from \$15,000 to \$50,000 for all associates. The Hartford will maintain our current rates for Basic Life, Dependent Life,

File #: 24-275, Version: 0

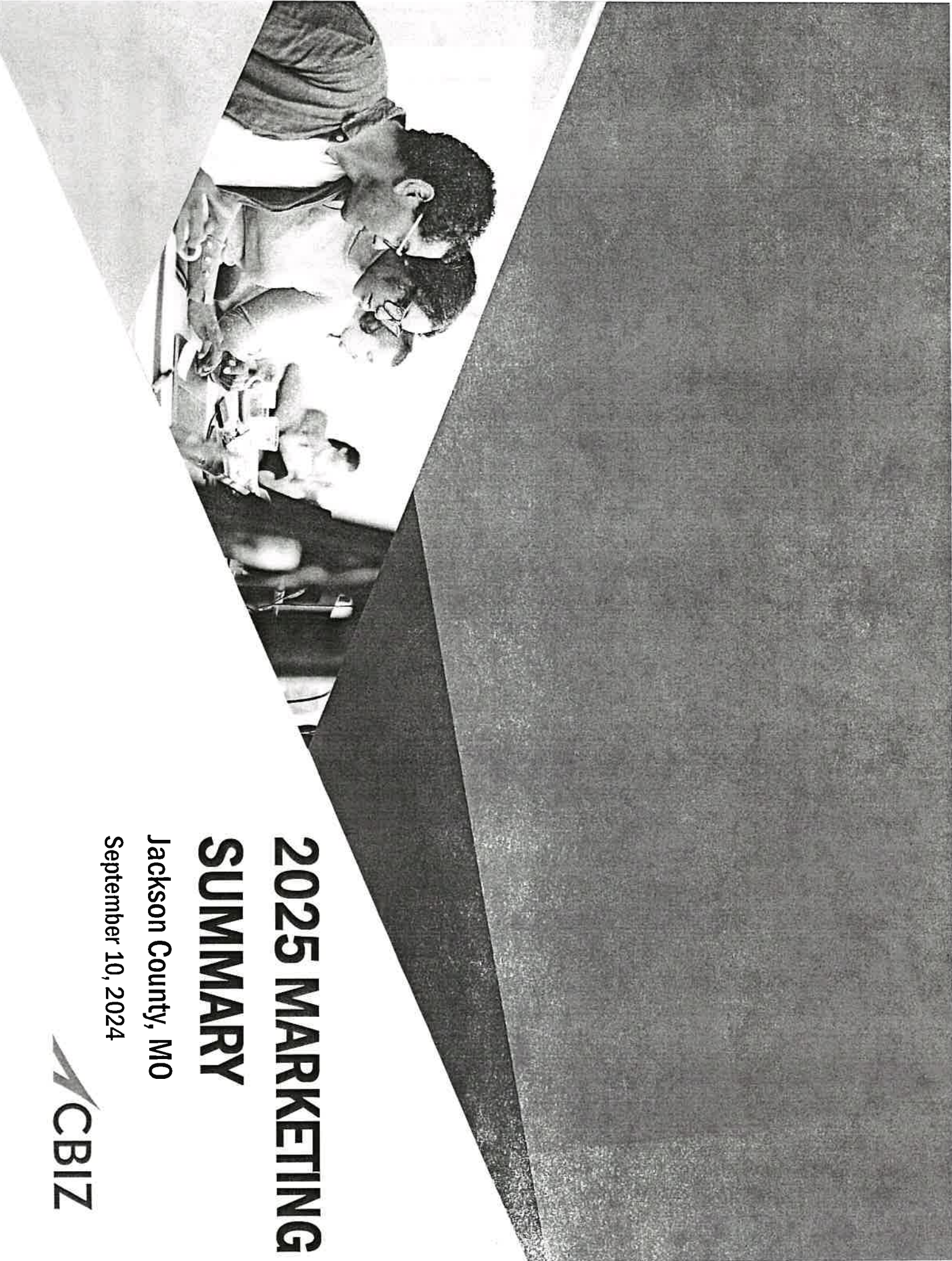
Basic AD&D and Voluntary Life, Basic LTD, LTD Buy-Up 5-year and LTD Buy-up to Age 65. The rates are guaranteed for three years. The total premium costs for 2025 Hartford Life and LTD plan types and rate options are as follows: Pursuant to Section 1054.6 of the Jackson County Code, Human Resources recommends awarding a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing basic life, AD&D, voluntary life, dependent life, and long-term disability insurance to Hartford Life Insurance Company of Hartford, Connecticut, pursuant to the recommendation of CBIZ.

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail

YES ☐**ACTION NEEDED:** AWARD A CONTRACT**ATTACHMENTS:**

Jackson County 2025 Life-Disability Summary 9-10-24



2025 MARKETING SUMMARY

Jackson County, MO

September 10, 2024



Life/Disability Marketing Response



Carrier	Status
Standard (incumbent)	Quoted – Renewal
Guardian	Quote was not competitive
Hartford	Quoted
Metlife	Quoted
Mutual of Omaha	Declined to Quote
New York Life	Quoted
One America	Declined to Quote
Sun Life	Declined to Quote
Prudential	Declined to Quote
Voya	Quoted

Life/AD&D Rate Comparison

\$50,000 benefit

Carriers	Standard		Hartford
	Current	Renewal Option - Increased Life Amt	Proposed
Basic Life			
Basic Life - EE	\$0.050	\$0.070	\$0.050
Basic AD&D			
Basic AD&D - EE	\$0.020	\$0.020	\$0.020
Est. Covered Volume - EE Life	\$3,353	\$4,694	\$3,353
Est. Covered Volume - EE AD&D	\$1,341	\$1,341	\$1,341
Est. Total Monthly Cost	\$1,697	\$6,035	\$4,694
Est Total Annual Cost	\$20,364	\$72,419	\$56,326
\$ Change from Current		\$52,055	\$35,962
Rate Guarantee		Life 3 Year / LTD 2 Year	3 Years
Voluntary Life	Age-Banded		Age-Banded
	Standard		Hartford
	Current	Renewal	Proposed
VOLUNTARY LIFE RATES			
0-29	\$0.080	\$0.080	\$0.080
30-34	\$0.090	\$0.090	\$0.090
35-39	\$0.110	\$0.110	\$0.110
40-44	\$0.180	\$0.180	\$0.180
45-49	\$0.320	\$0.320	\$0.320
50-54	\$0.500	\$0.500	\$0.500
55-59	\$0.800	\$0.800	\$0.800
60-64	\$1.040	\$1.040	\$1.040
65-69	\$1.580	\$1.580	\$1.580
70+	\$2.700	\$2.700	\$2.700
Rate Guarantee		3 Years	3 Years

Long Term Disability Rate Comparison



Carriers	Standard		Hartford
	Current	Renewal Option	Proposed
Fully Insured LTD - Base	ASO	\$0.265	\$0.100
Buy Up - 5 Years (1)		\$0.310	\$0.355
Buy Up - to 65 (2)		\$0.390	\$0.355
Est. Covered Volume - Base LTD - Employer Paid	\$7,262,692	\$4,282	\$19,246
Est. Covered Volume - Buy Up (1)	\$907,837	\$2,814	\$3,223
Est. Covered Volume - Buy Up (2)	\$907,837	\$3,541	\$3,223
Est. Total Monthly Cost		\$25,601	\$13,708
Est. Total Annual Cost	\$51,380	\$307,212	\$164,500
\$ Change from Current		\$255,832	\$113,120
% Change from Current		498%	220%
Rate Guarantee		Life 3 Year / LTD 2 Year	3 Years

*Hartford reduced their rate per \$100 of benefit from \$0.13 to \$0.10 to account for a \$1.49 PEPm charge to provide a 6-visit EAP through CompPsych. The difference in cost to the County is negligible.

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 employee group dental and vision insurance for use countywide to Ameritas Life Insurance Corporation of Lincoln, NE.

RESOLUTION NO. 21745, September 30, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, by Resolution 21636, dated June 17, 2024, the Legislature did award a twelve-month term and supply to CBIZ Benefits of Kansas City (Jackson County), MO, for the furnishing of broker and consulting services relating to County employee group health, life, and dental insurance as employee benefits; and,

WHEREAS, CBIZ Benefits pursuant to this authorization has solicited new written proposals for employee group dental and vision insurance for County employees; and,

WHEREAS, after evaluation of the proposals received CBIZ Benefits has recommended the award of employee group dental insurance and the award of employee group vision insurance to Ameritas Life Insurance Corporation of Lincoln, NE; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of the Human Resources recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of employee group dental insurance to the providers recommended by CBIZ; and,

WHEREAS, the total monthly premium costs of the recommended dental plans for 2025 by plan type and rate option are as follows at a 18% increase:

	Ameritas	Ameritas
	Base Plan	Buy Up Plan
Individual	\$21.92	\$34.64
Eligible Employee + One	\$40.60	\$68.32
Family	\$73.04	\$113.96

and,

WHEREAS, the total monthly premium costs of the recommended vision plans for 2025 by plan type and rate options are as follows at a 5% increase:

Individual	\$5.92
Eligible Employee + Spouse	\$11.24
Eligible Employee + Children	\$11.84
Family	\$17.32

and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds 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 Human Resources and that the Director be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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:

Whitney Miller
Whitney Miller (Sep 26, 2024 09:48 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21745 of September 30, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of 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.

09/26/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Sep 26, 2024 10:34 CDT)

Chief Administrative Officer



Jackson County Missouri

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

Request for Legislative Action

File #: 24-276, Version: 0

REQUESTED MEETING DATE: 9/16/2024

Resolution No.: 21745

SPONSORS:

Sponsor: Megan L. Marshall

Megan L. Marshall

Date: September 30, 2024

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Michelle Chrisman **PHONE:** 816-881-1204

EMAIL: mchrisman@jacksongov.org

DEPARTMENT: Human Resources

TITLE: Requesting to award a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing employee group dental and group vision insurance to Ameritas Life Insurance Corp., pursuant to the recommendation of the County's Employee Benefits Consultant, CBIZ Benefits of Kansas City, Missouri.

SUMMARY: On July 2, 2024, pursuant to their contract, CBIZ distributed Requests for Proposal for employee group dental and vision insurance to the major carriers on the market - Blue Cross Blue Shield (BCBS), United Healthcare (UHC), Cigna, Ameritas, Delta Dental, Guardian, EyeMed and VSP. For the dental insurance, bids were received from BCBS, Ameritas, United Healthcare and Guardian; for vision, bids were received from EyeMed, Ameritas, UHC, BCBS and Guardian; all others declined to quote. For PPO dental coverage, Ameritas was selected to be our carrier for 2025 with an overall increase of 18%. They will continue to provide PPO Base and PPO Buy-Up plans for county associates. Retaining Ameritas will limit the disruption in services to associates for 2025. For 2025, the county will not provide a DHMO dental plan, as we did not receive a quote for

this dental coverage. For vision coverage, we have elected to retain Ameritas as our dental provider with on overall 5% increase to vision premiums. Retaining Ameritas will limit the disruption in services to associates for 2025. During open enrollment, associates will continue to be able to select which network they prefer, VSP or Eyemed, and there are no differences in plan designs. Pursuant to Section 1054.6 of the Jackson County Code, Human Resources recommends awarding a twelve-month Term and Supply contract with one twelve-month option to extend for furnishing employee group dental to Ameritas Life Insurance Corp. and group vision insurance to Ameritas Life Insurance Corp., pursuant to the recommendation of CBIZ.

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail

YES ☐**ACTION NEEDED:** AWARD A CONTRACT**ATTACHMENTS:**

Jackson County 2025 Dental Vision Summary 9-10-24



2025 MARKETING SUMMARY

Jackson County, MO

September 10, 2024



Dental/Vision Marketing Response



Carrier	Status
Ameritas (incumbent)	Quoted - Renewal
Blue Cross of Kansas City	Quoted
Cigna	Declined to quote
Delta Dental	Declined to quote
EyeMed	Quoted - Vision
Guardian	Quoted
United Healthcare	Quoted
VSP	Declined to quote

Dental/Vision Rate Comparison



		Ameritas - Base		Ameritas - Buy Up	
Dental	Base Buy/Up	Current	Renewal	Current	Renewal
Individual	575 46	\$18.56	\$21.92	\$29.36	\$34.64
Associate +1	240 33	\$34.40	\$40.60	\$57.88	\$68.32
Family	249 2	\$61.88	\$73.04	\$96.56	\$113.96
Rate Guarantee		1 Year		1 Year	
Estimated Monthly Premium		\$34,336	\$40,535	\$3,454	\$4,076
Estimated Annual Premium		\$412,033	\$486,420	\$41,445	\$48,911
\$ Difference over Current			\$74,386		\$7,466
% Difference over Current			18%		18%

Ameritas			
Vision		Current	Renewal
Individual	588	\$5.64	\$5.92
Associate + Spouse	176	\$10.72	\$11.24
Associate + Children	101	\$11.28	\$11.84
Family	185	\$16.52	\$17.32
Rate Guarantee			2 Years
Estimated Monthly Premium		\$9,399	\$9,859
Estimated Annual Premium		\$112,782	\$118,311
\$ Difference over Current			\$5,529
% Difference over Current			5%