



Jackson County Health Department

Sept. 29 -Oct. 6, 2021

COVID-19

Data

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

JACOHD

- Total Cases – 38,725
- Total Deaths – 492

Totals by Week:

- Cases – 353
- Deaths – 17

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard

Current Outbreaks

Abundant Life Church – 15
 Birthday Party – 20
 Ignite Medical Resort, St. Mary’s – 8
 Lakewood Kindercare – 11
 Village at Carrol Park - 15

John Knox Village Care Center – 36
 John Knox Village Assisted Living – 10

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

JACOHD/ Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 77,118 Jackson County
- 50.8% of Jackson County residents have initiated vaccination; 45.6% have completed vaccination
 - Jackson County’s population: 269,503
- 136,888 first doses have been administered; 256,126 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, Oct. 12, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Weds., Oct. 13, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Symptomatic Testing:	Call 816-404-CARE

JACOHD Vaccine Clinics

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

Thursday, Oct. 7, 2021	9 a.m. – 1 p.m. – Southwood United Church of Christ 9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit 4 p.m. – 7 p.m. – Lone Jack Library
Friday, Oct. 8, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Monday, Oct. 11, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Tuesday, Oct. 5, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

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



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

October 8 – October 14, 2021

10-08-2021 Friday		NO MEETINGS –
10-11-2021 Monday		NO ANTI-CRIME, INTER-GOVERNMENTAL AFFAIRS, HEALTH & ENVIRONMENT, LAND USE, RULES, OR SITE PREPARATION OVERSIGHT COMMITTEE MEETINGS
	9:15 A.M.	Justice & Law Enforcement Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:25 A.M.	Budget Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:40 A.M.	Public Works Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	9:50 A.M.	Finance & Audit Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	10:00 A.M.	LEGISLATIVE MEETING – Jackson County Courthouse, 415 East 12th Street, 2nd Floor, Kansas City Legislative Assembly Area
10-12-2021 Tuesday	2:05 P.M.	Bid Opening Purchasing Department – Hila “Dutch” Newman Legislative Conference Room 415 East 12 th Street, 2 nd Floor, Kansas City, MO

Posted: 10/7/2021 9:59 AM

10-13-2021 Wednesday 4:30 P.M.

Merit System Commission Quarterly Meeting –
Hila “Dutch” Newman Legislative Conference Room
415 East 12th Street, 2nd Floor, Kansas City, MO

10-14-2021 Thursday 10:00 A.M.

COMBAT Commission Meeting –
The meeting will be held via Zoom. For more information
contact Vince Ortega at vortega@jacksongov.org or LaTasha
Bunting at lbunting@jacksongov.org.

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,104.00 from the undesignated fund balance of the 2021 Grant Fund in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for “Operation Nose to the Grindstone.”

ORDINANCE NO. 5554, October 11, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCDF) and the U.S. Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCDEF) to conduct a joint federal drug investigation, OCDEF Case No. WC-MOW-351, “Operation Nose to the Grindstone,” for the period of August 30, 2021, through September 30, 2021; and,

WHEREAS, a portion of the overtime costs incurred by the JCDF for this investigation will be reimbursed by the OCDEF, in an amount not to exceed \$3,104.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2021 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
OCDEF			
010-4133	45792 - Increase Revenue	\$3,104	
010-32810	Undesignated Fund Balance		\$3,104
010-32810	Undesignated Fund Balance	\$3,104	
OCDEF			
010-4133	55030 - Overtime		\$3,104

and,

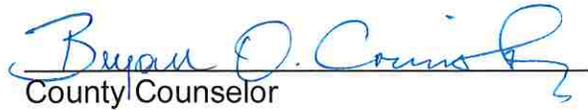
BE IT FURTHER ORDAINED that the County Executive and other County officials be and hereby are authorized to execute any documents necessary to give effect to the intent of this Ordinance.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5554 introduced on October 11, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5554.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$3,104.00



Date



Chief Administrative Officer

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5554
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	10/11/2021

Introduction
Action Items: ['Appropriate']
Project/Title:
Appropriating funds within the Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime expenses associated with the investigation.

Request Summary
The Jackson County Drug Task Force (JCDF) and Homeland Security Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Nose to the Grindstone, for the period of August 30, 2021 through September 30, 2021. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with the investigation.
Please appropriate \$3,103.27 from 010-4133-45792 (Organized Crime/DTF- undesignated fund balance) into: 010-4133-55030- Overtime

Contact Information			
Department:	Jackson County Drug Task Force	Submitted Date:	9/13/2021
Name:	Cari Beeman	Email:	CBEEMAN@JCDF.COM
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information			
Amount authorized by this legislation this fiscal year:			\$3,104
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$3,104
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	45792 (Organized Crime/DTF)	\$3,104

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	55030 (Overtime Salaries)	\$3,104

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5512	June 7, 2021
Prior Resolution	
Resolution:	Resolution date:

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

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

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

Request for Legislative Action

History

Cari Beeman at 9/13/2021 9:57:18 AM - [Submitted |]
Department Director: Dan Cummings at 9/13/2021 1:49:44 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/13/2021 2:10:06 PM - [Not applicable |]
Compliance: Katie M. Bartle at 9/13/2021 4:26:15 PM - [Approved | eRLA 237]
Finance (Budget): Sarah L. Matthes at 9/14/2021 7:35:39 AM - [Approved |]
Executive: Sylvya Stevenson at 9/14/2021 3:41:35 PM - [Approved |]
Legal: Elizabeth Freeland at 9/22/2021 9:33:08 AM - [Returned for more information | Money should be whole #s only. No decimals. Thanks!]
Submitter: Cari Beeman at 9/22/2021 10:16:01 AM - [Submitted |]
Department Director: Dan Cummings at 9/22/2021 10:26:38 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/22/2021 10:48:51 AM - [Not applicable |]
Compliance: Katie M. Bartle at 9/22/2021 12:16:33 PM - [Approved |]
Finance (Budget): Sarah L. Matthes at 9/22/2021 12:32:28 PM - [Approved |]
Executive: Sylvya Stevenson at 9/22/2021 1:22:29 PM - [Returned for more information | Please add the action you are wanting to accomplish to your project title (i.e. authorizing) and resubmit.]
Submitter: Cari Beeman at 9/28/2021 9:22:45 AM - [Submitted | Changed the fund from(008-Anti-Crime Sales Tax Fund to 010- Grant Fund) Fiscal note needs to be changed to match.]
Department Director: Dan Cummings at 9/28/2021 9:38:57 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/28/2021 12:21:22 PM - [Not applicable |]
Compliance: Katie M. Bartle at 9/28/2021 1:16:49 PM - [Approved |]
Finance (Budget): Sarah L. Matthes at 9/28/2021 1:40:22 PM - [Approved | Revised fiscal note attached]
Executive: Sylvya Stevenson at 9/28/2021 2:14:42 PM - [Returned for more information | I am returning your RLA once again. Please update your project title to include what you are doing. For example, appropriating or transferring funds within the Organized Crime Drug Enforcement Task Force (OCDETF) to cover or pay for Overtime Expense.]
Submitter: Cari Beeman at 9/29/2021 9:21:16 AM - [Submitted |]
Department Director: Dan Cummings at 9/29/2021 10:08:32 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/29/2021 10:58:36 AM - [Not applicable |]
Compliance: Katie M. Bartle at 9/29/2021 11:16:03 AM - [Approved |]
Finance (Budget): Sarah L. Matthes at 9/29/2021 1:50:48 PM - [Approved |]
Executive: Sylvya Stevenson at 9/29/2021 2:57:24 PM - [Approved |]
Legal: Elizabeth Freeland at 10/7/2021 9:05:44 AM - [Approved |]

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 28, 2021

ORD # 5554
eRLA # 237

Department / Division	Character/Description	From	To
Grant Fund - 010			
4133 - OCDEF	45792 - Increase Revenues	3,104	
32810	Undesignated Fund Balance		3,104
32810	Undesignated Fund Balance	3,104	
4133 - OCDEF	55030 - Overtime		3,104
APPROVED <i>By Sarah Matthes at 9:33 am, Sep 28, 2021</i>		\$ 6,208	\$ 6,208

Budgeting

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2021 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 026546940
Federal Tax Identification #: 44-6000524

Rural* Y N

DC#: X-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2</small>	<u>\$ 3,103.27</u>
Number of Officers Listed:	<u>18</u>
From: <u>August 30, 2021</u> <small>Beginning Date of Agreement</small>	
To: <u>September 30, 2021</u> <small>Ending Date of Agreement</small>	

OCDETF Investigation / Strategic Initiative Number:	<u>WC-KS-0233</u>
Operation Name:	<u>Nose to the Grindstone</u>
Operation Zip Code(s):	

Federal Agency Investigations:	
Number:	<u>KC02TR20KC003</u>

State or Local Organization	
Narcotics Supervisor:	<u>OIC Danny Cummings</u>
Telephone Number:	<u>(816) 503-4725</u>
E-mail Address:	<u>dcummings@jcdtf.com</u>

State or Local Organization Name:	<u>Jackson County Drug Task Force</u>
Address to receive OCDETF paperwork (no PO Boxes):	
Attention: <u>Carl Beeman, JCDTF</u>	
<u>415 E 12th Street</u>	
<u>Kansas City, MO 64106</u>	

Sponsoring Federal Agency(ies):	
<u>Homeland Security Investigations</u>	

Sponsoring Federal Agency Group/Squad Supervisor:	<u>GS Nicholas Nordstrom</u>
Telephone Number:	<u>(520) 271-1218</u>
E-mail Address:	<u>nicholas.j.nordstrom@ice.dhs.gov</u>

Please provide the name, telephone number, and email address for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Cari Beeman
Telephone Number: (816) 503-4713
E-mail Address: cbeeman@jcdtf.com

Agreement (FY21), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/ami-rural>

**Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
 FY 2021 Agreement Initial Funding Form**
 FOR THE USE OF THE STATE OR LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: WC-KS-0233

Amount Requested: \$ 3,103.27
This amount should be entered on Page 1 of the Reimbursable Agreement

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement

Agreement Activity: *(Please check all that apply)*

Surveillance
 Takedown
 Trial/Court
 Wire:
 Approved
 Pending
 Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any
<u>\$ 50.00</u>	<u>62.00</u>	<u>\$ 0.00</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Jackson County Drug Task Force is providing support for the pending Federal T-III, including, but not limited to, surveillance, wire, takedown (if necessary) and court. They are a significant co-sponsor of this investigation.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By:  OIC 08/25/21
Authorized State or Local Official Title Date

Print Name
Approved By: KATHERINE J GREER Digitally signed by KATHERINE J GREER
Date: 2021.08.25
16:10:03 -0500 8/25/21
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name
Approved By: SHAWN P KIRBY Digitally signed by SHAWN P KIRBY
Date: 2021.08.26
11:05:51 -0500 _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By:  9-7-21
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Approving Official: _____
OCDETF Executive Office Date

Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states: Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation or multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations. The parent State or local agency must pay the base salary of these officers. However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands: An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation,

Any Other Exceptions or Justifications

Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances MUST be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.

(The former 4:1 rule no longer applies)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the issuance of not to exceed \$11,500,000 principal amount of special obligation refunding bonds (Truman Medical Center d/b/a University Health Project), Series 2021, of Jackson County, Missouri and authorizing certain other documents and actions by the county.

ORDINANCE NO. 5555, October 11, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

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

WHEREAS, the County previously issued the Special Obligation Bonds (Truman Medical Center), Series 2011B (the “Series 2011B Bonds”), for the purpose of financing certain capital improvements; and,

WHEREAS, the County is authorized under the provisions of the Constitution of Missouri and its Charter to issue and sell special obligation bonds and desires to issue its Special Obligation Refunding Bonds (Truman Medical Center d/b/a University Health Project), Series 2021 (the “Bonds”) for the purposes of providing funds, together with other available funds, (i) to refund the Series 2011B Bonds maturing on December 1, 2022 and thereafter (the “Refunded Bonds”) and (ii) to pay costs of issuing the Bonds and refunding the Refunded Bonds; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purposes and to provide that the principal of and interest on such special obligations bonds shall be payable solely from amounts appropriated on an annual basis by the Legislature; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Arbitrage Instructions” means the arbitrage investment and rebate instructions contained in the County’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the County.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the County and the Purchaser with respect to the Bonds.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

“Bond” or **“Bonds”** means the Special Obligation Refunding Bonds (Truman Medical Center d/b/a University Health Project), Series 2021, authorized and issued by the County pursuant to this Ordinance.

“Business Day” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means Jackson County, Missouri, and any successors or assigns.

“Costs of Issuance Fund” means the fund by that name referred to in **Section 501** hereof.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and that meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“Escrow Agreement” means the Escrow Letter of Instructions from the County to UMB Bank, N.A., as paying agent for the payment of the Refunded Bonds.

“Escrow Fund” means the debt service fund created under Ordinance #4295 of Jackson County, Missouri, dated as of February 23, 2011, related to the Refunded Bonds.

“Federal Tax Certificate” means the Federal Tax Certificate delivered by the County with respect to the Bonds, as from time to time amended in accordance with the provisions thereof.

“Fiscal Year” means the fiscal year of the County, currently the twelve-month period beginning January 1 and ending December 31.

“Interest Payment Date” means the Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption in whole or otherwise.

“Ordinance” means this Ordinance adopted by the County Legislature, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means BOKF, N.A., its successors and assigns.

“Permitted Investments” means any of the following securities if and to the extent the same are at the time legal for investment of the County’s funds:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and that have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the County;

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal

Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farm Service Agency and Federal Home Loan Mortgage Association;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds (1) that invest in Government Obligations, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, limited liability company, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium or discount as set forth in the bid of the Purchaser.

“Purchaser” means Hilltop Securities, as representative of the original purchasers of the Bonds.

“Record Date” means, for the interest payable on any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bonds” means the Series 2011B Bonds maturing on December 1, 2022 and thereafter.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210** hereof.

“Series 2011B Bonds” means the Special Obligation Bonds (Truman Medical Center Project) Series 2011B issued by the County.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” means, when used with respect to any Bond or any installment of interest thereon, the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an

undivided interest in such obligations, and such obligations are held in a custodial account for the benefit of the County.

ARTICLE II

AUTHORIZATION OF THE BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Special Obligation Refunding Bonds (Truman Medical Center d/b/a University Health Project), Series 2021 of the County in a principal amount of not to exceed \$11,500,000 (the “Bonds”), for the purpose of (1) refunding the Refunded Bonds and (2) paying costs related to the issuance of the Bonds and the refunding of the Refunding Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

All of the Bonds shall be dated their date of delivery, shall become due as set forth below, shall be subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Bond Purchase

Agreement; provided that (1) the principal amount of the Bonds shall not exceed \$11,500,000, (2) the Bonds shall have a final maturity not later than 2027, (3) the Bonds shall have a weighted average maturity of not less than 3 years and not more than 5 years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 1.75% per annum, and (5) the refunding of the Refunded Bonds will provide present value savings of at least 9% of the principal amount of the Refunded Bonds. The final terms of the Bonds shall be specified in the Bond Purchase Agreement upon the execution thereof, and the signatures of the officers of the County executing the Bond Purchase Agreement shall constitute conclusive evidence of their approval and the County's approval thereof.

The Bonds shall bear interest at the rates specified above (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2022.

Section 203. Designation of Paying Agent. BOKF, N.A. is hereby designated as the paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The County will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The County reserves the

right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the County and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the County has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of

business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent signed by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The County shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds

the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The County covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same series and Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The County shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The County and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the County of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the County Executive and attested by the manual or facsimile signature of the Clerk of the County Legislature and shall have the official seal of the County affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The County Executive and Clerk of the County Legislature are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such

executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the Purchase Price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the County shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the County may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the County and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the County.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement, in the form attached as **Exhibit B** to this Ordinance, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The County Executive is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the County are hereby

authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the County hereby deems the information regarding the County contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the County are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

The County agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their

respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the County determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making

such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the County, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 210(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the County, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 210(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the County.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the County may appoint a successor Securities Depository provided the Paying Agent

receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Bond Purchase Agreement. The County is authorized to enter into the Bond Purchase Agreement between the County and the Purchaser, in substantially the form presented to the County Legislature. The County Executive is authorized to execute the Bond Purchase Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the County. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the Bond Purchase Agreement with an underwriter's discount not to exceed 0.675% of the principal amount of the Bonds (plus an additional 0.05% for the management fee for the senior underwriter and 0.029% for underwriter expenses) and subject to the terms provided in **Section 202** herein. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the Bond Purchase Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of the Bonds.

- (a) The Bonds shall not be subject to optional redemption prior to maturity.

- (b) The Bonds shall be subject to mandatory sinking fund redemption upon the terms, if any, provided in the Bond Purchase Agreement.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the County specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the County in connection with such refunding shall provide that such written instructions to the Payment Agent shall be given by or on behalf of the County not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met. The foregoing

provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the County and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the County, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or

Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the County by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain (i) the date of issue of the Bonds as originally issued; (ii) the rate of interest borne by each Bond being redeemed; (iii) the maturity date of each Bond being redeemed; and the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine);

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or a defect therein shall not invalidate any redemption.

With respect to redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the County that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in

the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

On or prior to any Redemption Date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the County defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same series and Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities

and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be special obligations of the County payable as to both principal and interest solely from annual appropriations of funds by the County for such purpose to be deposited in the Debt Service Fund. The obligation of the County to make payments into the Debt Service Fund and for any other obligations of the County under this Ordinance do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy or pledge any form

of taxation, or for which the County has levied or pledged any form of taxation and shall not be construed to be a debt of the County in contravention of any applicable constitutional, statutory or charter debt limitation or restriction but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the County to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

The Bonds do not constitute a debt of the County, the State of Missouri or any political subdivision thereof, and do not constitute an indebtedness, within the meaning of any constitutional, statutory or charter debt limitation or restriction.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained, against any past, present or future elected official of the County or any trustee, officer, official, employee or agent of the County, as such, either directly or through the County or any successor to the County, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

The covenants and agreements of the County contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of

the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and Stated Maturity as provided in this Ordinance.

Section 402. Covenant to Request Appropriations. The Legislature hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to **Section 401** hereof, the County Executive, the County Administrator or any other officer of the County at any time charged with the responsibility of formulating budget proposals to include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds and to make other payments required pursuant to this Ordinance. The County is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current Legislature.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established with the County and shall be held and administered by the County the following funds for the Bonds:

(a) Series 2021A Costs of Issuance Fund (the “Costs of Issuance Fund”).

(b) Series 2021A Debt Service Fund (the “Debt Service Fund”).

Each fund shall be maintained as a separate and distinct fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The County shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

The Escrow Fund is held by the Escrow Agent pursuant to the Escrow Agreement.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds, together with other funds legally available for the following purposes, shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) an amount from the sale of the Bonds shall be deposited in the Costs of Issuance Fund to provide for the payment of costs related to the issuance of the Bonds and the refunding of the Refunded Bonds, and any moneys remaining in the Costs of Issuance Fund after all costs of issuing the Bonds have been paid, shall be transferred to the Debt Service Fund.

(b) the remainder of the proceeds from the sale of the Bonds, together with other funds legally available for such purpose, shall be deposited in the Escrow Fund and used to pay the principal of and interest on the Refunded Bonds when due and when called for redemption, in accordance with the Escrow Agreement. Any moneys remaining in the Escrow Fund after the Refunded Bonds have been redeemed and after all costs of issuing the Bonds have been paid, shall be transferred to the Debt Service Fund.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the County for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Paying Agent shall notify the County on or before the 10th day prior to each Payment Date of the amounts necessary

to pay the principal of and interest on the Bonds when due. All amounts paid and credited to the Debt Service Fund shall be expended and used by the County for the sole purpose of paying the Bonds and the fees and expenses of the Paying Agent as and when the same become due. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the appropriate fund(s) of the County as permitted by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be accounted for separate and apart from all other funds of the County.

Moneys held in any fund referred to in this Ordinance may be invested in accordance with the investment policy of the County, as such policy may be amended from time to time, in accordance with this Ordinance and the Arbitrage Instructions, in

Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the County to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability for interest thereon, to the County the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the County, and the Registered Owner thereof shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the County shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment as soon as practical. The Refunded Bonds shall be redeemed at the office of the paying agent for said bonds, on the redemption date by the payment of the principal thereof, together with the redemption premium and accrued interest thereon to the redemption date. In accordance with the requirements of the ordinance authorizing the Refunded Bonds, the County Executive or the Clerk of the County Legislature are hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in such ordinance. The officers of the County and the paying agent for said Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Default and Remedies. The County covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same become due on any Bond Payment Date, or if the County or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 30 days after written notice specifying such default has been given to the County by any Registered Owner of any Bond then Outstanding, or if the County declares bankruptcy, then, at any time thereafter and while such default continues, the Registered Owners of a majority in principal amount of the Bonds then Outstanding may, by written notice to the County filed in the office of the Clerk of the County Legislature or delivered in person to said Clerk, exercise any of the remedies specified below. This provision, however, is subject to the condition that if all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the County under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the County given as hereinbefore specified, may rescind

and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract among the County and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than a majority in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the County and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the County contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this

Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the County and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent,

or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the County has elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the County shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the County, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

In the event of an advance refunding providing for the payment of the Bonds more than 90 days prior to the payment or redemption date of the Bonds, the County shall

cause to be delivered a verification report of an independent recognized public accountant verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The County covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the County, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The County will also adopt such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the County, in order to ensure that the interest on the Bonds will remain excluded from federal gross income. The County covenants and agrees that it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control that will cause the Bonds to be “arbitrage bonds” within the meaning of Section

148 of the Code, or that will cause the Bonds to be subject to treatment under Section 141 of the Code as “private activity bonds.”

(b) The County covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the County in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The County covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the federal income tax status of the Bonds.

(c) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the Fiscal Year, the County will cause an audit to be made of its funds and accounts for the preceding

Fiscal Year by an independent public accountant or firm of independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk of the County Legislature, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the County Legislature shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the County shall, subject to **Section 401** hereof, promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the County and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the County with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk of the County Legislature, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount that the County is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the Legislature at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the County may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein, or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the Legislature amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Clerk of the County Legislature, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the Clerk of the County Legislature to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk of the County Legislature a copy of the ordinance of the County hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The County shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, other than the assignment of the ownership of a Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the County and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the County shall be disregarded

and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds that the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the County.

Section 805. Further Authority. The officers of the County, including the County Executive, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

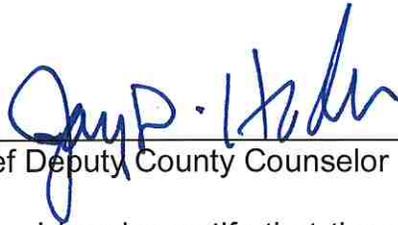
Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Legislature and approval by the County Executive.

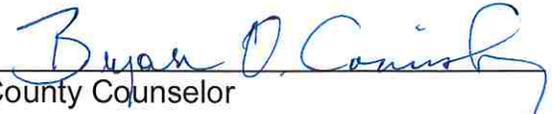
Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5555 introduced on October 11, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5555.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. # 5555
Sponsor: Dan Tarwater III
Date: October 11, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5555
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	10/11/2021

Introduction
Action Items: ['Authorize']
Project/Title:
AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION REFUNDING BONDS (UNIVERSITY HEALTH PROJECT), SERIES 2021, OF JACKSON COUNTY, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE COUNTY.

Request Summary
Administrative staff and the County's Financial Advisor are recommending the County refund the Series 2011B and Series 2012 outstanding Special Obligation Bonds for interest rates savings and budgetary relief for Truman Medical Center d/b/a University Health. Refunding the Series 2011B bonds is estimated to save \$1,359,485 in debt service through 2027 (12.35%). Refunding the Series 2012 bonds is estimated to save \$582,480 in debt service through 2027 (4.60%). The final maturity for each series remains unchanged – 12/1/2027. All costs are absorbed in the refundings, there will be no impact to other County funds. An ordinance is required to implement the recommended refunding.

Contact Information			
Department:	County Counselor	Submitted Date:	10/6/2021
Name:	Elizabeth Freeland	Email:	EFreeland@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3352

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

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

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

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

Request for Legislative Action

History

Elizabeth Freeland at 10/6/2021 8:54:55 AM - [Submitted |]
Department Director: Jay D. Haden at 10/6/2021 3:23:57 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/6/2021 3:40:54 PM - [Not applicable |]
Compliance: Jaime Guillen at 10/7/2021 9:20:22 AM - [Approved |]
Finance (Budget): Mark Lang at 10/7/2021 9:39:21 AM - [Approved |]
Executive: Sylvya Stevenson at 10/7/2021 10:40:31 AM - [Approved |]
Legal: Elizabeth Freeland at 10/7/2021 11:26:49 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$7,000.00 to the National WWI Museum and Memorial for sponsorship of the Veterans Day Ceremony to be held November 11, 2021.

RESOLUTION NO. 20783, October 11, 2021

INTRODUCED BY Theresa Cass Galvin and Dan Tarwater III, County Legislators

WHEREAS, the Administration recommends sponsorship of the Veterans Day Ceremony at the National WWI Museum and Memorial to be held on November 11, 2021; and,

WHEREAS, for its sponsorship, Jackson County will be identified in promotional materials as the presenting sponsor of free admission for veterans to the event, which will also feature the County's logo on the ceremonial program, website, and signage; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

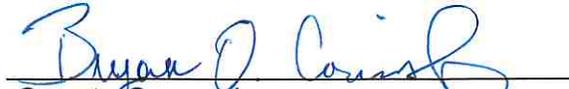
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to the National WWI Museum and Memorial, in the amount of \$7,000.00, for sponsorship of the Veterans Day Event to be held November 11, 2021.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20783 of October 11, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

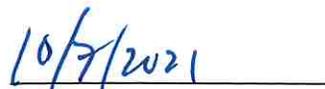
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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: 001 1001 56210
ACCOUNT TITLE: General Fund
County Executive's Office
Advertising
NOT TO EXCEED: \$7,000.00



Date



Chief Administrative Officer

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20783
Sponsor(s):	Daniel T. Tarwater III;Theresa Galvin	Legislature Meeting Date:	10/11/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the Director of Finance and Purchasing to issue a check in the amount of \$7,000 to National WW1 Museum and Memorial/Liberty Memorial Association to support free admission for veterans and active-duty military members during the 2021 Veterans Day Activities and half-price admission for everyone else to be held November 11, 2021.

Request Summary
The Administration recommends sponsorship of the Veterans Day Activities at the National WW1 Museum and Memorial to be held on November 11, 2021. The sponsorship will support free admission for veterans and active-duty military members and half-price admission for everyone else to the Museum and events. Family friendly activities, musical performances and remarks from local and national dignitaries are scheduled. Jackson County will be identified in promotional materials as a presenting sponsor of free admission and the County's logo will be featured on the ceremonial program, website and signage. The sponsorship is in the best interest of the health and welfare of the citizens of Jackson County. 2021 will be the 8th year Jackson County has provided funding for the free admission for veterans and active-duty military personnel and half-price admission for everyone else.

Contact Information			
Department:	County Executive Office	Submitted Date:	9/21/2021
Name:	Miriam N. Hennosy	Email:	MHennosy@jacksongov.org
Title:	Executive Assistant	Phone:	816-820-0516

Budget Information			
Amount authorized by this legislation this fiscal year:			\$7,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$7,000
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1001 (County Executive's Office)	56210 (Advertising)	\$7,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20501	September 21, 2020

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

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

Fiscal Information	
<ul style="list-style-type: none"> • 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. 	

Request for Legislative Action

History

Miriam N. Hennesy at 9/21/2021 4:44:56 PM - [Submitted | Jackson County Legislator for the 6th District and Chair of the Legislature will introduce the resolution.]

Department Director: Troy Schulte at 9/21/2021 4:57:48 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/22/2021 10:51:05 AM - [Not applicable |]

Compliance: Katie M. Bartle at 9/22/2021 12:19:36 PM - [Approved | eRLA 248]

Finance (Budget): Mark Lang at 9/22/2021 3:20:59 PM - [Approved | The fiscal note has been attached.]

Executive: Sylvya Stevenson at 9/22/2021 5:03:45 PM - [Approved |]

Legal: Elizabeth Freeland at 9/27/2021 10:35:18 AM - [Returned for more information | Numbers transposed in previous legislation- 20510 should be 20501. Double check dates on all legislation- should be the date "on agenda" that is listed as "introduced on" on the Resolutions. Also, when it something like this that we do annually, only the most recent year is required per the Clerk's Office. Thanks!]

Submitter: Miriam N. Hennesy at 9/27/2021 12:08:03 PM - [Submitted | Thank you for letting me know that I transposed the Resolution #, that I only need to list the most recent Resolution # for an item that is done on an annual basis and to list the date the Resolution was introduced not passed. I am learning alot through this process and have made the corrections/deletions. I appreciate your assistance.]

Department Director: Sylvya Stevenson at 9/27/2021 12:31:38 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/27/2021 1:06:05 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/27/2021 1:38:25 PM - [Approved |]

Finance (Budget): Mary Rasmussen at 9/29/2021 9:17:16 AM - [Approved |]

Executive: Sylvya Stevenson at 9/29/2021 9:35:15 AM - [Approved |]

Legal: Elizabeth Freeland at 10/6/2021 5:02:10 PM - [Approved |]



**THE NATIONAL
WWI MUSEUM
AND MEMORIAL**

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PRESIDENT & CEO

Matthew Naylor

The National WWI Museum and Memorial is America's leading institution dedicated to remembering, interpreting, and understanding the Great War and its enduring impact on the global community.

April 6, 2021

Mr. Frank White
Jackson County Executive
415 E. 12th Street, Floor 2
Kansas City, MO 64106-2706

Dear Frank and Jackson County Legislators,

Enclosed you will find our sponsorship request of \$7,000 for our 2021 Veterans Day Celebration. The Museum and Memorial is grateful for your continued generous support since 2014 and hope you will look favorably on our request this year. Your support provides free admission for veterans and active-duty military personnel and half-price admission for everyone else.

The Museum and Memorial continues to engage people in the Kansas City region, across the country, and around the world. Your support helps us remain the leader in remembering, interpreting, and understanding World War I and its enduring impact on the global community. Thank you very much for your ongoing support. If you have any questions, please contact:

- Debbie Bass, MPA, CFRE, Vice President of Development at (816) 888-8106 or dbass@theworldwar.org, or
- Paige Perlik, JD, MBA, Vice President of Corporate Engagement at (816) 888-8137 or pperlik@theworldwar.org.

Warm wishes,

Dr. Matthew Naylor
President and CEO

Jackson County Executive and Legislature
**2021 Veterans Day Sponsorship Proposal:
Free Admissions for Veterans Day Activities**

Submitted: 06 April 2021

The National WWI Museum and Memorial requests \$7,000 to support free admission to the Museum and the associated events for veterans and active-duty military members during our 2021 Veterans Day Celebration, and half-price admission for everyone else. We are grateful for your continued support for this event, since 2014, and hope you will deem this celebration worthy of support again in 2021.

Veterans Day Celebration: Thursday 11 November 2021

Veterans Day Ceremony: 10:00 am

Walk of Honor Ceremony: 2:00 pm

The Museum and Memorial embraces the importance our Veterans Day ceremonies and programs have in our community, for the veterans; active military; and their families, and people across the United States and around the world. We believe it is not just our duty but our honor to provide the highest quality ceremonies for the public to attend, both in-person and virtually.

Dan Howe, a recent ceremony attendee said, *"I just wanted to say thank you for everything. The ceremony was wonderful and the brick placement was next to perfect. My father loved it and he was very proud to have a permanent brick at such a great memorial facility."*

Expected 2021 Attendance and Format:

Although the number of COVID-19 cases is declining and more and more people are receiving vaccinations, our 2021 Veterans Day ceremonies will be similar to our 2020 ceremonies. The general ceremony and the Walk of Honor ceremony will take place outdoors. We will follow Jackson County and the City of Kansas City mandates on mask-wearing, social distancing, and other health protocols. We do not anticipate changes to what is currently in place. We will live-stream both ceremonies for people to watch from anywhere across the globe.

With the increasing number of vaccinated people, we expect the 2021 numbers to be closer to our 2019 attendance, rather than the more-modest 2020 attendance.

- In 2019, we had 4,376 visitors for all the events, including 265 people attending the Veterans Day Ceremony, and 225 people attending the Walk of Honor Ceremony.
- In 2020, we had 1,975 visitors for all the events, including 1,975 for the Veterans Day Ceremony, 225 people for the Walk of Honor ceremony, 500 people for the Legacy Jump, 149 people for the Cars4Heroes event, and 175 people attending the Kansas City Symphony quintet performance.



2020 Veteran Day Ceremony

Speakers and Activities:

Though our activities have not been finalized yet, we will have similar activities in 2021. The Veterans Day Ceremony will include an honor guard, remarks from selected local and national dignitaries, a keynote speaker, and musical performances. We will also conduct family-friendly activities during the celebration. Some of our previous activities have included a Vietnam-era helicopter, Hands-on-History/Living History, and special research stations.

Support Benefits:

- A sign at the Museum and Memorial's entrance announcing "Free Admission supported by the Jackson County Executive and Legislature";
- The Jackson County logo included in the Veterans Day Ceremony program (with the other sponsors);
- The Jackson County logo included in the Walk of Honor Ceremony program (with the other sponsors);
- The Jackson County logo included on the Museum and Memorial's Veterans Day webpage (with the other sponsors);
- The Jackson County logo printed on all signage for the day (with the other sponsors);
- The opportunity for the Jackson County Executive to sit on the VIP stage and give comments;
- The opportunity for the Jackson County Executive to participate in media interviews, if available (mainly on Veterans Day); and
- The Jackson County Executive and Legislature will be mentioned in all Museum and Memorial new releases related to the Veterans Day celebration.



2020 Veteran Day Legacy Jump

Thanks to the Jackson County Executive and Legislature's support. For the past six years, the Museum and Memorial has provided free admission to veterans and active military and half-price admission for everyone else. With your generous support, we will continue this meaningful tradition.

Thank you for your time and consideration of our request. For more information, please contact:

- Debbie Bass, MPA, CFRE, Vice President of Development at (816) 888-8106 or dbass@theworldwar.org
- Paige Perlik, JD, MBA, Vice President of Corporate Engagement, at (816) 888-8137 or pperlik@theworldwar.org.



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AND MEMORIAL**

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General Gordon R. Sullivan (Ret.)
Rear Admiral J. Stanton
Thompson (Ret.)
Blanche Touhill
Joe Touhill
Thomas Tull

PRESIDENT & CEO

Matthew Naylor

INVOICE

Date: 09/04/2021

To: Miriam Hennosy
Jackson County Executive Office
415 E. 12th Street
Kansas City, MO 64106

From: National WWI Museum and Memorial/
Liberty Memorial Association
2 Memorial Drive
Kansas City, MO 64108
816-888-8100; Fax: 816-888-8144

Contact: Paige Perlik, 816-888-8137; pperlik@theworldwar.org
Debbie Bass, 816-888-8106; dbass@theworldwar.org

Amount: \$7,000

Please remit payment to the above address. If your payment and this invoice have crossed in the mail, please disregard this message. Thank you for your investment.

Membership Investment 01/01/2021 - 12/31/2021 \$7,0000
Veterans Day 2021

Invoice Total: \$7,000

The National WWI Museum and Memorial is America's leading institution dedicated to remembering, interpreting, and understanding the Great War and its enduring impact on the global community.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Extension to the existing Cooperative Agreement with the Westside Community Action Network for services to be performed for the citizens of Jackson County, at no additional cost to the County.

RESOLUTION NO. 20784, October 11, 2021

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 20461, dated July 13, 2020, the Legislature transferred \$32,445.00 and authorized the County Executive to execute a Cooperative Agreement with the Westside Community Action Network (Westside CAN) to provide for services and facility improvements to be performed in 2020 for the benefit of the citizens of Jackson County, at a cost to the County not to exceed \$32,445.00; and,

WHEREAS, the completion of this project has been delayed due to a combination of several factors including weather, contractors exposed to COVID-19, and Westside's assistance with COVID-19 response efforts in the community; and,

WHEREAS, the extension of this Cooperative Agreement will allow for necessary services and improvements to be completed in 2021, at no additional cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Extension to the existing

Cooperative Agreement with the Westside CAN at no additional cost to the County, in a form to be approved by the County Counselor; 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 Agreement and Extension thereto.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20784 of October 11, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20784
Sponsor(s):	Scott Burnett JACKSON COUNTY	Legislature Meeting Date:	10/11/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive to execute an extension to the Cooperative Agreement with the Westside Community Action Network, Inc. for services to be performed in 2021, at no additional cost to the County.

Request Summary
<p>Requesting approval of an extension to the cooperative agreement with Westside Community Action Network authorized in Resolution 20461 for building repairs and improvements at 2038 Jefferson Street, Kansas City, MO 64108. The implementation of this project was delayed due to a combination of several factors including weather, contractors exposed to COVID-19 and Westside's assistance with COVID-19 response efforts in the community. The remaining available balance on the contract will be used for the following repairs to be completed in 2021, at no additional cost to the County.</p> <p>\$ 3,950.00 Exterior Painting \$ 7,100.00 Roof Repairs \$ 1,368.53 Replace Ceiling Tile and Floors in 2 Offices \$12,418.53</p> <p>A statement from Westside CAN regarding the project delays and painting and roofing quotes are attached.</p>

Contact Information			
Department:	County Legislature	Submitted Date:	9/28/2021
Name:	Cindy L. Wallace	Email:	cwallace@jacksongov.org
Title:	Sr. Assistant Auditor	Phone:	816-881-3312

Budget Information

Request for Legislative Action

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20461	July 13, 2020

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

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

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

Request for Legislative Action

History

Cindy L. Wallace at 9/28/2021 3:21:30 PM - [Submitted |]
Department Director: Crissy Wooderson at 9/28/2021 3:49:29 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/28/2021 4:06:33 PM - [Not applicable |]
Compliance: Katie M. Bartle at 9/28/2021 4:45:36 PM - [Approved |]
Finance (Budget): Mary Rasmussen at 9/29/2021 9:24:55 AM - [Not applicable |]
Executive: Sylvya Stevenson at 9/29/2021 11:00:14 AM - [Returned for more information | Please correct typos throughout this RLA.]
Submitter: Cindy L. Wallace at 9/29/2021 12:59:05 PM - [Submitted |]
Department Director: Crissy Wooderson at 9/29/2021 1:52:45 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/30/2021 10:43:30 AM - [Not applicable |]
Compliance: Katie M. Bartle at 9/30/2021 11:23:07 AM - [Approved |]
Finance (Budget): Mark Lang at 9/30/2021 12:49:15 PM - [Not applicable |]
Executive: Sylvya Stevenson at 10/1/2021 9:58:10 AM - [Approved |]
Legal: Elizabeth Freeland at 10/7/2021 10:09:11 AM - [Approved |]

From: Westside CAN - Director <jorgec@westsidecan.org>
Sent: Wednesday, September 15, 2021 3:44 PM
To: Crissy Wooderson
Cc: Barbara Bailey; Scott Burnett JACKSON COUNTY
Subject: EXTERNAL Re: Westside CAN - 2038 Jefferson
Attachments: 2038 Westside CAN Quotes roof and paint.pdf

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you so much Crissy for your email. In the attachment you will find the new quotes for the roof and painting repairs at 2038 Jefferson.
Crissy will be possible to use some of the funding to replace old ceiling tile of 2 offices/lobby area and to replace old floor with peel stick vinyl tile/supplies of two offices? Here is how we propose to use the balance \$12,418.53 of the contract.

\$3,950.00	Exterior painting
\$7,100.00	Roof repairs
\$1,368.53	Replace old ceiling tile of 2 offices/lobby area and replace old floor with peel stick vinyl tile of two offices.
\$12,418.53	Total

Crissy, the implementation of this project was delayed because a combination of several factors that including the weather, some of the workers of the contractor were expose to Covid-19, Westside CAN Center focused efforts in food distribution/Covid-19 testing and at the beginning of this year WCAN focused in make available vaccine to the Westside Community. We anticipate to complete this project as soon as we have funding available.

Thank you so much!



7010 N. Bellefontaine
Gladstone, MO 64119
(816) 459-7667

Proposal

Date: Sep. 2 2021
To: George Coromae - WCAU
Address: 2038 Jefferson MO
Phone: 816.892.1298

We propose to:

Will install a 30 yr Heritage Laminated Composition asphalt shingles. Install 10 Roof Vents & pipe boot flashing flash 2 chimneys clean. Remove debris. Run a magnet on the yard to pick up nails. Replace old wood. 3 years warranty on labor. Roof and Gutter \$ 7,100.00 M. Zany

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of:

Seven thousand One hundred. ⁰⁰/₁₀₀ - dollars \$: 7,100.00

9-1-2021

Rey Paint Company

5502 E. 27th Street - Kansas City. MO

816 291 6002

RE: Bid for Painting all exterior of 2038 Jefferson
Kansas City, MO, 64108

1. - Clean all exterior area of the house
2. - Paint all exterior of the house with Green Color (dark and light) as the original.

Estimated, \$3, 950.00


Juan Rey
816 291 6002

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an amendment to the User Agreement with St. Louis County, Missouri, relating to the County's Prescription Drug Monitoring Program, at no additional cost to the County.

RESOLUTION NO. 20785, October 11, 2021

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, by Ordinance 4912, dated October 17, 2016, the Legislature did enact chapter 73, Jackson County Code, 1984, creating the Jackson County Prescription Drug Monitoring Program (PDMP); and,

WHEREAS, by Resolution 19307, dated November 14, 2016, the Legislature did authorize the execution of a User Agreement with St. Louis County, Missouri, relating to the administration of the County's PDMP; and,

WHEREAS, the County Administrator recommends that the User Agreement be extended, at no cost to the County; and,

WHEREAS, the attached Amendment to the User Agreement shall be effective through October 28, 2022; now therefore,

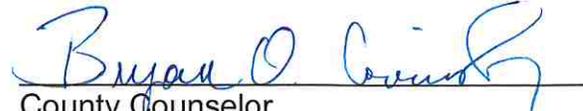
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Amendment to the User Agreement with St. Louis County, MO, relating to the PDMP.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20785 of October 11, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Independence, MO 64050-3802
Attn: Bridgette (Casey) Shaffer, MPH
Email: Bridgette.Shaffer@tmcmed.org

If to County: St. Louis County Dept. of Public Health
6121 North Hanley Rd.
Berkeley, MO 63134
Attn: Hailey Adler
Email: HAlder@stlouiscountymo.gov

3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the later of the dates set forth below.

By _____ Date: _____

I, _____, affirm that I am the _____ of _____ and that I signed this Agreement on behalf of said corporation. I acknowledge this Agreement to be the free act and deed of the said corporation.

St. Louis County Ordinance No. 26,528 (2017) as amended 27,656 (2019)

Date Executed by St. Louis County: _____

ST. LOUIS COUNTY, MISSOURI

By: _____
County Executive

Attest:

Administrative Director

Approved:

Director, Department of Public Health

Approved as to legal form:

County Counselor

I hereby certify that unencumbered balances sufficient to pay the contract sum herein remain in the appropriation account against which this obligation is to be charged.

Accounting Officer

Legal Review: _____

Fiscal Review: _____

CE Office Review: _____

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20785
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	10/11/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive to execute an extension of an agreement with St. Louis County for continued administration of a Prescription Drug Monitoring Program through 2022 at no cost to the County.

Request Summary
The County authorized an agreement for the Prescription Drug Monitoring Program in 2017 and is currently up for renewal and will continue through October 28, 2022. This program is in conjunction with St. Louis County, which was awarded a grant through 2022 to fund the collection of data related to opioid usage. St. Louis County is the administrator of the program.

Contact Information			
Department:	County Executive Office	Submitted Date:	9/21/2021
Name:	Ashley R. Burke	Email:	ARBurke@jacksongov.org
Title:		Phone:	816-811-3449

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
4912	October 17, 2016
Prior Resolution	
Resolution:	Resolution date:
19307	November 14, 2016

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

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

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

Request for Legislative Action

History

Ashley R. Burke at 9/21/2021 3:46:22 PM - [Submitted |]
Department Director: Troy Schulte at 9/21/2021 4:58:58 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/22/2021 9:54:16 AM - [Not applicable |]
Compliance: Katie M. Bartle at 9/22/2021 10:58:47 AM - [Approved | eRLA 246]
Finance (Budget): Mark Lang at 9/22/2021 3:05:05 PM - [Not applicable |]
Executive: Sylvya Stevenson at 9/22/2021 5:01:11 PM - [Approved |]
Legal: Elizabeth Freeland at 9/28/2021 11:27:07 AM - [Returned for more information | please list ordinance 4912 as previous legislation. Thx!]
Submitter: Ashley R. Burke at 9/28/2021 2:26:24 PM - [Submitted |]
Department Director: Sylvya Stevenson at 9/28/2021 4:23:22 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/29/2021 9:28:10 AM - [Not applicable |]
Compliance: Katie M. Bartle at 9/29/2021 10:09:47 AM - [Approved |]
Finance (Budget): Mark Lang at 9/29/2021 3:02:49 PM - [Not applicable |]
Executive: Sylvya Stevenson at 9/29/2021 3:47:10 PM - [Approved |]
Legal: Elizabeth Freeland at 10/6/2021 5:01:04 PM - [Approved |]