



# Jackson County Health Department

## Jan. 5 - 12, 2022

### COVID-19

#### Data

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

#### JACOHD

- Total Cases – 53,074
- Total Deaths – 614

#### Totals by Week:

- Cases – 3,411
- Deaths – 18

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

### Current Outbreaks

Addington Place of Lee’s Summit – 25  
 Autumn Terrace Health and Rehab – 20  
 Benton House of BS – 7  
 Creative World School of Lee’s Summit-8  
 Edgewood Manor – 27  
 Hidden Lake Care Center – 11  
 Ignite Medical Resort BS – 13  
 Ignite Medical Resort St. Mary’s – 28

Jackson County Detention Center – 19  
 John Knox Village Assisted Living – 6  
 John Knox Village Care Center – 12  
 Life Care Center of Grandiview – 28  
 Oak Grove Nursing & Rehab – 23  
 Wilshire at Lakewood Care Center – 21

**\*\*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 – 86,129
- Jackson County
  - 59.7% of Jackson County residents have initiated vaccination; 54.2% have completed vaccination
    - Jackson County’s population: 269,503
  - 160,922 first doses have been administered; 352,336 total doses have been administered

### JACOHD/TMC Sponsored Testing

Thursday, Jan. 13, 2022	10 a.m. – 2:45 p.m. – 616 NE Douglas St, Lee's Summit
Tuesday, Jan. 18, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Wednesday, Jan. 19, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Thursday, Jan. 20, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Friday, Jan. 21, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit

Symptomatic Testing: Call 816-404-CARE

### JACOHD Vaccine Clinics

Friday, Jan. 14, 2022	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Tuesday, Jan. 18, 2022	9 a.m. – 4 p.m. – 313 S. Liberty, Independence 11:30 a.m. – 1 p.m. – Hawthorne Place Apartments
Wednesday, Jan. 19, 2022	9 a.m. – 4 p.m. – 313 S. Liberty, Independence

Everyone over the age of 5 is eligible for vaccination. Residents can visit [jacohd.org/events](http://jacohd.org/events) to find clinic registration and walk-in hours.

### 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

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

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## January 14 – January 20, 2022

- 1-14-2022 Friday NO MEETINGS –
- 1-17-2022 Monday COUNTY HOLIDAY - MARTIN LUTHER KING JR. DAY
- 1-18-2022 Tuesday NO ANTI-CRIME, BUDGET, FINANCE & AUDIT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, LAND USE, PUBLIC WORKS, RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS
  - 9:50 A.M. Health & Environment Committee Meeting  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
  - 10:00 A.M. **LEGISLATIVE MEETING -**  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
  - 2:05 P.M. Bid Opening Purchasing Department –  
Hila “Dutch” Newman Legislative Conference Room  
415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City, MO
  - 3:30 P.M. Reapportionment Committee Meeting –  
For more information please visit the website  
<https://www.jacksongov.org/News-articles/Reapportionment-Committee-Appointment>
- 1-19-2022 Wednesday NO MEETINGS –
- 1-20-2022 Thursday NO MEETINGS –

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 \$10,000.00 from the undesignated fund balance of the 2022 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. 5589**, January 18, 2022

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCETF) to conduct joint federal drug investigations, including OCETF Case No. WC-MOW-351, “Operation Nose to the Grindstone,” for the period of October 1, 2021, through September 30, 2022; and,

WHEREAS, a portion of the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCETF, in an amount not to exceed \$10,000.00; 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 2022 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	\$10,000	
010-32810	Undesignated Fund Balance		\$10,000
010-32810	Undesignated Fund Balance	\$10,000	
OCDEF			
010-4133	55030 - Overtime		\$10,000

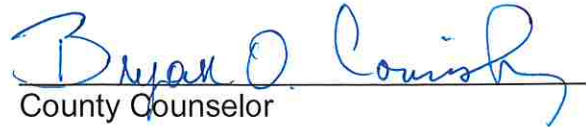
and,

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. 5589 introduced on January 18, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5589.

\_\_\_\_\_  
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: \$10,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5589

Sponsor: Theresa Cass Galvin

Date: January 18, 2022

## Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5589
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	1/18/2022

## Introduction

**Action Items:** ['Appropriate']

**Project/Title:**

Appropriating funds within the Organized Crime Drug Enforcement Task Force (OCDEF) for reimbursement of overtime expenses associated with the investigation.

## Request Summary

The Jackson County Drug Task Force (JCETF) and Homeland Security Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Crime Drug Enforcement Task Force (OCDEF), Operation Nose to the Grindstone, for the period of October 1, 2021 through September 30, 2022. As a result, the JCETF will be reimbursed overtime costs by the OCDEF program associated with the investigation.

Please appropriate \$10,000 from 010-4133-45792 (Organized Crime/ETF-undesignated fund balance):  
into  
010-4133-55030- Overtime

## Contact Information

<b>Department:</b>	Jackson County Drug Task Force	<b>Submitted Date:</b>	12/20/2021
<b>Name:</b>	Cari Beeman	<b>Email:</b>	cbeeman@jacksongov.org
<b>Title:</b>	Operations Administrator	<b>Phone:</b>	816-503-4713

## Budget Information

Amount authorized by this legislation this fiscal year:	\$10,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$10,000		
Is it transferring fund?	Yes		
<b>Transferring Fund From:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	45792 (Organized Crime/ETF)	\$10,000

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	55030 (Overtime Salaries)	\$10,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5572	November 29, 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: Appropriation	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

## Request for Legislative Action

### History

Cari Beeman at 12/20/2021 9:59:33 AM - [Submitted | This is additional funding.]  
Department Director: Dan Cummings at 12/20/2021 10:27:00 AM - [ Returned for more information | correct wording on page 1. ]  
Submitter: Cari Beeman at 12/20/2021 10:43:52 AM - [ Submitted | Corrected wording ]  
Department Director: Vince M. Ortega at 12/20/2021 11:01:05 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/20/2021 11:37:53 AM - [ Returned for more information | Are your account numbers for 2022? ]  
Submitter: Cari Beeman at 12/20/2021 12:43:34 PM - [ Submitted | Our prior Ord #5572 approved funds from 10/1/21-9/30/22. This RLA is just for additional funding. I'm just doing it so I can get on the agenda in January 2022. ]  
Department Director: Dan Cummings at 12/20/2021 12:57:55 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/20/2021 1:14:43 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 12/20/2021 2:28:42 PM - [ Approved | eRLA 350 ]  
Finance (Budget): Sarah L. Matthes at 12/21/2021 10:06:26 AM - [ Returned for more information | Please change "amount previously authorized this fiscal year" to 0.00 since this won't be heard until 2022. ]  
Submitter: Cari Beeman at 12/21/2021 10:19:34 AM - [ Submitted | I changed the amount to 0.00 as requested. ]  
Department Director: Vince M. Ortega at 12/21/2021 10:35:47 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/21/2021 10:47:52 AM - [ Not applicable | ]  
Compliance: Jaime Guillen at 12/30/2021 9:07:45 AM - [ Approved | 350 ]  
Finance (Budget): Sarah L. Matthes at 12/30/2021 9:50:11 AM - [ Approved | Fiscal Note Attached ]  
Executive: Sylvia Stevenson at 1/5/2022 3:05:30 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/12/2022 4:11:42 PM - [ Approved | ]



## Supplemental Appropriation Request Jackson County, Missouri

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

Date: December 30, 2021

ORD # 5589  
eRLA # 350

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
4133 - OCDEF	45792 - Increase Revenues	10,000	
32810	Undesignated Fund Balance		10,000
32810	Undesignated Fund Balance	10,000	
4133 - OCDEF	55030 - Overtime		10,000
<b>APPROVED</b> <i>By Sarah Matthes at 9:47 am, Dec 30, 2021</i>		\$ 20,000	\$ 20,000

Budgeting

LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice  
United States Attorney  
Organized Crime Drug Enforcement Task Forces  
West Central Region

Thomas F. Eagleton Courthouse 111 S. 10th Street, Suite 20.333  
St. Louis MO 63102

Tel: 314-539-2200  
Fax: 314-539-2312

Memorandum  
12/10/2021

To: Capt. Danny Cummings  
Jackson CO DTF (KCMO)  
415 E. 12th Street, 9th Floor  
Kansas City MO 64106

From: James Delworth  
OCDETF Regional Director  
West Central Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program  
for FY-22

OCDETF Investigation: WC-KS-0233  
DCN#: Y329010  
Sponsoring Federal Agency: ICE

**Jackson CO DTF (KCMO)**

At this time the Coordination Group has agreed to obligate additional funding in the above captioned agreement in the amount of \$10,000.00. This obligation gives your agency a total amount funded of \$20,000.00 for this fiscal year which ends September 30, 2022.

**Funding History:**

<b>Funding Date</b>	<b>Change</b>	<b>Amount (\$)</b>
10/01/2021	Beginning Agreement Amount	\$10,000.00
12/10/2021	Funding Change	\$10,000.00
<b>Balance:</b>		<b>\$20,000.00</b>

Please do not hesitate to contact Kirby, Shawn at 816-918-5977 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** repealing section 1401., Jackson County Code, 1984, relating to County holidays, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 5590**, January 18, 2022

**INTRODUCED BY** Jalen Anderson, Crystal Williams, Dan Tarwater III, Ronald E. Finley, Tony Miller, Scott Burnett, Charlie Franklin, Jeanie Lauer, and Theresa Cass Galvin, County Legislators

WHEREAS, Juneteenth is one of the oldest known celebrations commemorating the ending of slavery in the United States; and,

WHEREAS, the first Juneteenth parades, held in Washington, D.C., annually from 1866 until 1901 and revived in 2002, celebrated the abolition of slavery in the District of Columbia by the United States Congress, which occurred eight months before the Emancipation Proclamation was issued by President Abraham Lincoln; and,

WHEREAS, Juneteenth is traditionally known as a cultural event that celebrates the emancipation of slaves in America, even though not all enslaved persons were freed by the Emancipation Proclamation; and,

WHEREAS, three regiments of United States Colored Troops entered the Rio Grande Valley in the fall of 1864, long before Major General Gordon Granger arrived in Galveston, Texas, in June 1865 to issue General Order No. 3, announcing the end of the Civil War and the emancipation of all formerly enslaved people; and,

WHEREAS, Juneteenth was brought from Texas to Jackson County in 1980 by Horace M. Peterson III, founder of the Black Archives of Mid-America-Kansas City, as an annual heritage celebration and platform that recognizes the emancipation of enslaved Africans in America and pays tribute to the Black founders and important citizens of Jackson County; and,

WEHERAS, the Black Archives continues to play a vital role in Jackson County through the voluntary service of dedicated past and present members of its board of directors, a small staff, and committed volunteers; and,

WHEREAS, County associates should have the opportunity to pay tribute to the Black founders of Jackson County and celebrate Juneteenth by giving back to Jackson County through a day of service, and,

WHEREAS, by Ordinance 5513, dated June 7, 2021, the Legislature previously established a Juneteenth County holiday to be observed on the third Friday in June; and,

WHEREAS, it is now appropriate that the observation day of the Juneteenth holiday be adjusted to the actual date of June 19, or the preceding Friday or following Monday, if June 19 falls on a weekend, to conform with the observation date established by the federal government; now therefore,

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

Section A. Enacting Clause.

Section 1401., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 1401., to read as follows:


1401. Holidays.

The County Executive shall by executive order establish the days and number of County holidays so long as the total number of holidays does not exceed twelve (12) per year.

The list of holidays established by executive order shall include a Juneteenth holiday on the [third Friday in] nineteenth day of June.

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. 5590 introduced on January 18, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5590.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

**Request for Legislative Action**

Ord. #5590

Sponsor: Legislature as a Whole

Date: January 18, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Ordinance	Res.Ord No.:	5590
Sponsor(s):	Jalen Anderson;Crystal J. Williams;Daniel T. Tarwater III;Ronald E. Finley;Tony Miller;Scott Burnett JACKSON COUNTY;Charlie Franklin;Jeanie Lauer;Theresa Galvin	Legislature Meeting Date:	1/18/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
An ordinance repealing section 1401., Jackson County Code, 1984, relating to county holidays, observing the Juneteenth Federal Holiday as the nineteenth day of June.

<b>Request Summary</b>
Ordinance #5513 was approved to add Juneteenth as the twelfth (12th) Jackson County Holiday to be observed on the third Friday in June. The Juneteenth Federal Holiday is observed on the nineteenth day of June. Human Resources is requesting that Jackson County revise the Jackson County Code and observe Juneteenth on the nineteenth day of June.

<b>Contact Information</b>			
<b>Department:</b>	Human Resources	<b>Submitted Date:</b>	12/23/2021
<b>Name:</b>	Michelle Chrisman	<b>Email:</b>	mchrisman@jacksongov.org
<b>Title:</b>	Director of Human Resources	<b>Phone:</b>	816-808-1204

<b>Budget Information</b>			
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
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5513	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: Code Change	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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



## Request for Legislative Action

### History

Michelle Chrisman at 12/23/2021 7:01:31 AM - [Submitted | Revising to follow Federal Holiday observance.]

Department Director: Gina M. Campbell at 1/5/2022 7:14:36 PM - [ Approved | ]

Finance (Purchasing): Barbara J. Casamento at 1/6/2022 8:38:23 AM - [ Not applicable | ]

Compliance: Jaime Guillen at 1/6/2022 9:19:54 AM - [ Approved | 354 ]

Finance (Budget): Mark Lang at 1/6/2022 12:01:47 PM - [ Not applicable | ]

Executive: Sylvya Stevenson at 1/6/2022 12:23:16 PM - [ Approved | ]

Legal: Elizabeth Freeland at 1/12/2022 1:25:16 PM - [ Approved | ]

## **RULE 9 - HOLIDAYS AND OTHER LEAVE**

### **Section 9.1 - Holidays**

All employees shall receive paid holidays on those days established as official County holidays. When the county holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When the holiday falls on a Sunday, the following Monday shall be considered the holiday. The following twelve (12) days are hereby established as the official County holidays for each year:

New Year's Day - the first day of January

Martin Luther King Day - the third Monday of January

President's Day - the third Monday of February OR the day before/after Christmas to be determined by the County Executive annually (not both) and coordinated with Memorandums of Understanding with Bargaining Units

Truman Day - the eighth day of May

Memorial Day - the last Monday in May

Juneteenth – the nineteenth day of June

Independence Day - the fourth day of July

Labor Day - the first Monday in September

Veteran's Day - the eleventh day of November

Thanksgiving Day - the fourth Thursday in November

The Friday following Thanksgiving

Christmas Day - the twenty-fifth day of December

All County departments and offices shall remain open and normally staffed for business on all election days, except as otherwise required by law.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** issuing a mask mandate for schools where children grades K-12 attend class and on school buses, for the health and safety of the County's citizens, with an effective date and penalty provision.

**ORDINANCE NO. 5591**, January 18, 2022

**INTRODUCED BY** Scott Burnett, Crystal Williams, and Jalen Anderson, County Legislators

WHEREAS, in response to the increased health risk posed to Jackson County citizens evidenced by the Report Supporting Order for Mask Wearing in Public Places provided by the Jackson County Health Department pursuant to section 67.625, RSMo, the Legislature is, by this this Ordinance, issuing a mask mandate order pursuant to the authority granted in article II, section 16.30 of the Constitutional Home Rule Charter of Jackson County; and,

WHEREAS, COVID-19 spreads among people who are in contact with one another or present in shared spaces and a gathering of individuals without necessary mitigation for the spread of infection will pose a risk of the spread of infectious disease; and

WHEREAS, the state of Missouri is experiencing another wave of new COVID-19 cases, fueled by low rates of full vaccination (currently 54.4% of residents), the spread of more pervasive and virulent strain variant (the Omicron Variant), and COVID-19 hot spots in Kansas City and St. Louis; and,

WHEREAS, area hospitals, including Children's Mercy Hospital, serving the citizens of Jackson County are experiencing high levels of COVID-related admissions, placing them at or near capacity limits; and,

WHEREAS, as of January 13, 2022, the Jackson County Health Department reported 53,074 total cases of COVID-19 and 614 COVID-19-related deaths in Eastern Jackson County (the area outside of Kansas City, Missouri, and Independence, Missouri); and,

WHEREAS, on January 13, 2022, the Jackson County Health Department reported approximately 53.6% of Eastern Jackson County residents were fully vaccinated for COVID-19 and that 60.5% have been administered at least one vaccine dose; and,

WHEREAS, on August 23, 2021, the U.S. Food and Drug Administration fully approved Comirnaty, also known as the Pfizer-BioNTech COVID-19 vaccine, for prevention of COVID-19 disease in individuals sixteen (16) years of age and older, with additional vaccine and booster options available under a prior emergency use authorization; and,

WHEREAS, on October 26, 2021, the U.S. Food and Drug Administration and Centers for Disease Control and Prevention (CDC) issued emergency use authorization for the Pfizer-BioNTech COVID-19 vaccine for individuals five (5) years of age and up; and,

WHEREAS, on November 19, 2021, the Food and Drug Administration and CDC expanded the emergency use authorization eligibility for both the Moderna and Pfizer-

BioNTech COVID-19 vaccine booster for individuals eighteen (18) years of age and older after the completion of primary vaccination protocols; and,

WHEREAS, compelling data demonstrates that community mask wearing is an effective nonpharmacologic intervention to reduce the spread of COVID-19 infection, especially as source control to prevent spread from infected persons, and also as protection to reduce wearers' exposure to infection; and,

WHEREAS, on November 30, 2021, CDC issued new guidance, recommending all vaccinated individuals (in addition to its previous recommendation for unvaccinated individuals) in "substantial" or "high" transmission areas wear masks indoors; and,

WHEREAS, as of January 13, 2022, CDC classifies Jackson County, and every county adjacent to Jackson County in both Missouri and Kansas, as high transmission areas; and,

WHEREAS, as of January 6, 2022, the Mid-America Regional Council (MARC) reports that, within its Missouri jurisdictions, only 14.44% of children 5-11 have been fully vaccinated, whereas 40.06% of children 12-17 have been fully vaccinated; and,

WHEREAS, the MARC report's statistics regarding children are in contrast to 57.57% of adults aged 18-64 who have been vaccinated and 86.24% of adults 65+ who have been vaccinated; and,

WHEREAS, in the absence of widespread vaccination, the best method left to protect the children of Jackson County in school is by requiring the wearing of face coverings and masks; and,

WHEREAS, part of the discrepancy between vaccination rates in children 5-11 and those 12-17 can be explained by the recent U.S. Food and Drug Administration emergency use authorization of the Pfizer COVID-19 vaccine for children 5-11 occurring on October 29, 2021, and endorsed by the CDC on November 2, 2021; and,

WHEREAS, K-12 students benefit from in-person learning and interactions with others; and,

WHEREAS, under Missouri law and in general, children between the ages of 7 and 17 are required to attend school; and,

WHEREAS, safely attending in-person classes and keeping open public and private schools where children in grades K-12 attend class is of the highest priority for students, parents, schools, and the entire community; and,

WHEREAS, CDC recommends universal indoor masking for all students, staff, teachers, and visitors to K-12 schools regardless of vaccination status; and,

WHEREAS, wearing face masks while indoors at school will lower the risk of transmission in the K-12 school setting; and,

WHEREAS, wearing a mask or other face covering in school will help get and keep children in school and is an effective means to lower the risk of transmission and mitigate the spread of COVID-19 while in school; and,

WHEREAS, there is no current masking order in place within eastern Jackson County, with the order imposed by Resolution 20806 having been terminated by Resolution 20814 on November 12, 2021; and,

WHEREAS, on January 13, 2022, the Jackson County Health Department, pursuant to section 67.625, RSMo, submitted an updated report to the Legislature outlining the need for and recommending the re-imposition of a mask mandate; and,

WHEREAS, the substantive provisions of this Ordinance are substantially the same as those enacted by the City of Kansas City, MO, in its Ordinance 220025, effective January 9, 2022; now therefore,

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

Section 1. As of the effective date and time of this Ordinance, all individuals, businesses, and government agencies in Jackson County, Missouri, excluding the portions of the

County within the corporate limits of the cities of Kansas City, Missouri, and Independence, Missouri, are required to adhere to the provisions of this Ordinance.

Section 2. Community Health Guidance.

A) All persons are encouraged to limit exposure by obtaining a federally-approved vaccine and properly wearing a face covering or mask when applicable and maintaining social distancing when indoors at a place of public accommodation. The use of face coverings or masks is recommended in indoor private settings and crowded outdoor settings where there is close contact with other people who may not be fully vaccinated.

B) As used herein, the terms below shall have the following meanings:

- i. A “face covering or mask” means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth. It is properly worn when it remains affixed in place without the use of one’s hands.
- ii. “Social distancing” is maintaining at least six feet of distance from others.

Section 2. Schools.

A) To ensure that schools may operate as safely as possible, a face covering or mask is required for all children, faculty, staff, and visitors while inside a school building where any students through and including 12th grade attend class, unless actively eating or drinking. All persons must wear a face covering or mask when riding on a school bus.

- i. As used herein, schools shall not include those owned or operated on behalf of a religious corporation, association, or society.



- ii The following individuals are exempt from wearing face coverings or masks:
  - a) Persons under 5 years old;
  - b) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering or mask that, other than in the case of an emergency, have provided documentation of such condition or disability that has been approved by appropriate school officials pursuant to school guidelines. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or otherwise unable to remove a face covering without assistance, as well as those who are unconscious or incapacitated;
  - c) Persons communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication; and
  - d) Persons who are alone in a separate room or office, or on the bus.
- iii. The requirement to wear a mask on a school bus is intended to reflect requirements by the U.S. Department of Transportation (DOT) and not preempt federal authority to regulate school busses. Should the DOT rescind the requirement for masks on school busses, this provision will still apply.

Section 4. Violation of any provision of this Ordinance constitutes an imminent threat and immediate menace to public health. It shall be unlawful for any person to fail, neglect or refuse to comply with an provision of this Ordinance, or for any person to otherwise violate or in any manner aid, assist, encourage, or support the commission or perpetration of a violation of this Ordinance, and any such person is subject to the penalty provision in section 11 of this Ordinance.

Section 5. No provision of this Ordinance shall be construed to impair the County's right to pursue any other legal remedy, relief, or cause of action, including injunctive relief, related to any violation of this Ordinance or from any other law.

Section 6. Pursuant to §192.300, RSMo and §192.320, RSMo, the Sheriff, all chiefs of police, Park Rangers in the County, and the Jackson County Environmental Health Administrator are authorized and empowered to ensure compliance with and enforcement of this Ordinance.

Section 7. The Legislature, through the Jackson County Health Department, will consistently monitor data regarding COVID-19 rates in Jackson County and reserves the right to further amend this Ordinance in accordance with infection rates, CDC guidelines, and any other relevant information which indicates the necessity to increase restrictions, or which indicates cause to ease restrictions

Section 8. Copies of this Ordinance shall promptly be: (a) made available outside the Jackson County Courthouses at 415 E. 12th St., Kansas City, MO 64106 (Downtown Location); (b) posted on the Jackson County Health Department website ([www.jacohd.org](http://www.jacohd.org)); and (c) provided to any member of the public requesting a copy of this Ordinance.

Section 9. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Ordinance are severable.

Section 10. Effective Date.

This Ordinance shall be effective as of 12:00 am on January 19, 2022, or upon adoption by the Legislature and signature by the County Executive, whichever is later, and will continue to be in effect until 6:00 pm on February 3, 2022, or until it is extended, rescinded, superseded, amended, or terminated by the Legislature pursuant to the provisions of § 67.265, RSMo.

Section 11. Penalty Provision.


Whenever, in any section of this Ordinance, the doing of any act is required or is prohibited or is declared to be unlawful or an ordinance violation, any person who shall be convicted of a violation of any such provision of this Ordinance shall, for each offense,

be fined not less than \$100.00 and not more than \$1,000.00, or be punished by imprisonment, not to exceed six months, or be punished by both fine and imprisonment.

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. 5591 introduced on January 18, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5591.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

## Request for Legislative Action

Ord. #5591  
Sponsors: Scott Burnett,  
Crystal Williams,  
Jalen Anderson  
Date: January 18, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Ordinance	Res.Ord No.:	5591
Sponsor(s):	Scott Burnett JACKSON COUNTY;Crystal J. Williams;Jalen Anderson	Legislature Meeting Date:	1/18/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Establishing a requirement for face coverings or masks at schools where children in grades K-12 attend class and on school buses with certain exceptions;

<b>Request Summary</b>
To ensure that schools may operate as safely as possible, a face covering or mask is required for all children, faculty, staff, and visitors while inside a school building where any students through and including 12th grade attend class, unless actively eating or drinking. All persons must wear a face covering or mask when riding on a school bus.

<b>Contact Information</b>			
<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	1/13/2022
<b>Name:</b>	Caleb Clifford	<b>Email:</b>	Cclifford@jacksongov.org
<b>Title:</b>	Chief of Staff	<b>Phone:</b>	816-588-7941

<b>Budget Information</b>	
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
<b>Single Source Funding:</b>	
Fund:	Department:
Line Item Account:	Amount:
<b>!Unexpected End of Formula</b>	

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
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?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

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

## Request for Legislative Action

### History

Caleb Clifford at 1/13/2022 10:09:58 AM - [Submitted | ]  
Department Director: Sylvya Stevenson at 1/13/2022 10:42:39 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 1/13/2022 10:53:16 AM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 1/13/2022 12:05:58 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 1/13/2022 12:35:03 PM - [ Not applicable | ]  
Executive: Sylvya Stevenson at 1/13/2022 1:10:58 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/13/2022 1:21:36 PM - [ Approved | ]





# An Examination of COVID-19 Status and Mitigation Measures in Jackson County, Missouri

Prepared for the Jackson County Legislature

1/13/2022

## **Introduction:**

This report is submitted to provide the data and research necessary to make an evidence-based decision on mitigation measures like masking in places of public accommodation. By providing this report, the Jackson County Health Department (JACOHD) seeks to inform officials of Jackson County, Missouri of the impact of mitigation measures on reducing the spread of COVID-19 in our community.

## **Background:<sup>1</sup>**

COVID-19 (coronavirus disease 2019) is a disease caused by the SARS-CoV-2 virus that was discovered in 2019 in Wuhan, China. It is very contagious and has spread quickly around the world.

COVID-19 most often causes respiratory symptoms that can feel much like a cold, flu, or pneumonia. COVID-19 may attack more than the lungs and respiratory system.

- Most people with COVID-19 have mild symptoms, but some people become severely ill.
- Some people, including those with minor or no symptoms, may suffer from post-COVID conditions – also known as “long COVID”.
- Older adults and people who have certain underlying medical conditions are at increased risk of severe illness from COVID-19.
- Hundreds of thousands of people have died from COVID-19 in the United States.
- Vaccines against COVID-19 are safe and effective.

## **Symptoms**

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Anyone can have mild to severe symptoms. These symptoms may include:

- Fever or chills
- Cough
- Shortness of breath or difficult breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

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<sup>1</sup> Background is sourced directly from the Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/basics-covid-19.html> Date Accessed 1/6/2022

This list is not all-inclusive. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness.

## Transmission

COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, nose, or mouth. In some circumstances, they may contaminate surfaces they touch. People who are closer than 6 feet from the infected person are most likely to get infected.

COVID-19 is spread in three main ways:

- Breathing in air when close to an infected person who is exhaling small droplets and particles that contain the virus.
- Having these small droplets and particles that contain virus land on the eyes, nose, or mouth, especially through splashes and sprays like a cough or sneeze.
- Touching eyes, nose, or mouth with hands that have the virus on them.

Anyone infected with COVID-19 can spread it, even if they do NOT have symptoms.

## Variants (Delta & Omicron)

### *Delta*

- Delta spreads more easily than other previously identified variants and may cause more severe cases when compared to other variants. Breakthrough infections in people who are fully vaccinated are expected, but vaccines remain effective at preventing severe illness, hospitalization, and death.
  - [https://www.cdc.gov/coronavirus/2019-ncov/variants/about-variants.html?CDC\\_AA\\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fvariants%2Fvariant.html](https://www.cdc.gov/coronavirus/2019-ncov/variants/about-variants.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fvariants%2Fvariant.html)
  - Date Accessed: 1/13/2022
- The Viral load is roughly 1,000 times higher in people infected with the Delta variant than those infected with the original coronavirus strain. In addition, the Delta variant replicates much faster – being first detectable an average of four days after exposure, compared with an average of six days among people with the original strain.
  - Baisheng, L., Aiping, D., Kuibiao, L., Yao, H., Zhencui, L., & et al. (2021, July 23). Viral infection and transmission in a large, well-traced outbreak caused by the SARS-CoV-2 Delta variant. Retrieved from MEDRXIV: <https://www.medrxiv.org/content/10.1101/2021.07.07.21260122v2>
- The estimated R0 (average number of persons each new case will infect) for the delta variant of COVID-19 is estimated at 6.4, meaning that each individual infected with COVID-19 Delta will transmit the disease to 6.4 additional people on average. Sewer shed data show that 100% of collection sites in Missouri show a small amount of Delta variant, although Omicron appears to be the dominant strain.
  - R0 data source: <https://www.nature.com/articles/d41586-021-02259-2>

- Sewershed data source:  
<https://storymaps.arcgis.com/stories/f7f5492486114da6b5d6fdc07f81aacf>
- Data Accessed: 1/13/2022

### Omicron

- Omicron spreads more rapidly than any other variant, although preliminary evidence suggests that the variant is not as severe as Delta. Breakthrough infections in people who are fully vaccinated are expected, but vaccines remain effective at preventing severe illness, hospitalizations, and death.
  - [https://www.cdc.gov/coronavirus/2019-ncov/variants/about-variants.html?CDC\\_AA\\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fvariants%2Fvariant.html](https://www.cdc.gov/coronavirus/2019-ncov/variants/about-variants.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fvariants%2Fvariant.html)
  - Date Accessed: 1/13/2022
- While Omicron has been reported to be less severe than Delta, findings suggest that once an individual is hospitalized with COVID-19 infection from Omicron, the odds of the disease becoming as severe as someone with an infection from Delta were the same.
  - <https://www.medrxiv.org/content/10.1101/2021.12.21.21268116v1>
  - Date Accessed: 1/13/2022
- The estimated R0 (average number of persons each new case will infect) for the Omicron variant of COVID-19 is estimated at 4, meaning that each individual infected with COVID-19 Omicron will transmit the disease to 4 other people on average. Although with Omicron, unlike Delta, the amount of immune escape appears to be much higher (66%). Sewer shed data shows that 100% of collection sites in Missouri show the Omicron variant. This variant appears to be the dominant strain.
  - R0 data source: <https://www.nature.com/articles/d41586-021-02259-2>
  - Sewershed data source:  
<https://storymaps.arcgis.com/stories/f7f5492486114da6b5d6fdc07f81aacf>
  - Date Accessed: 1/13/2022

### Local Trends:<sup>2</sup>

- The case rate for the week of 1/2 is 1,101.58 per 100k a 248% increase in case rate compared to 4 weeks ago and is **the highest case rate at any point in the pandemic**, beating out the previous highest case rate, set the previous week.
  - 590 cases reported with an event date of 1/3/22, the highest one-day total in the pandemic, beating out the previous record of 589 set on 12/29/21
- The COVID-19 case rate for unvaccinated individuals for the week of 1/2 was **2.6 times higher** than the case rate for vaccinated and boosted individuals.
- The COVID-19 case rate for vaccinated (but not boosted) individuals for the week of 12/26 was **1.9 times higher** than the case rate for vaccinated and boosted individuals.
- The week of 1/2 had the most test results reported for the entire pandemic (11,360) with the **highest percent positive since testing was widely available (35.5%)**.

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<sup>2</sup> Jackson County Health Department Analysis – 1/12/2022

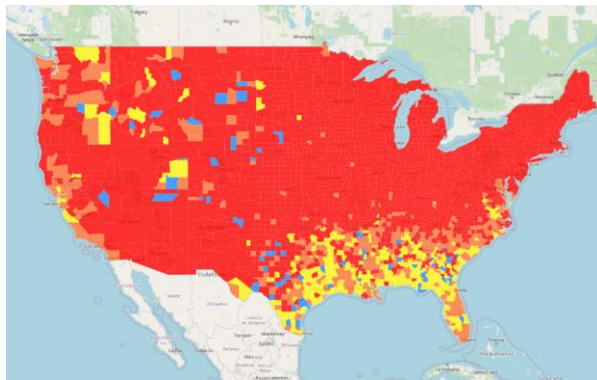
- Daily Average of New Hospitalizations remain very high – at 238 per day. This figure has **increased 20.30%** from the previous week.

## Pandemic Update

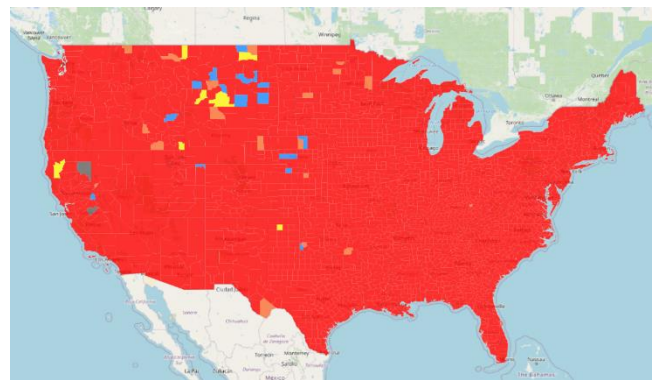
### COVID-19 Status in Missouri

- The total count of Missouri cases statewide is increasing, with hotspots in the Kansas City and St. Louis regions.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/health-metrics/#>
  - Date Accessed: 1/7/2022
- As of January 13, 2022, the 7-Day Case Rate in Missouri is 963 per 100,000 people. There has been an 38% increase in cases over the past 7 days.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/health-metrics/#>
- The Centers for Disease Control and Prevention (CDC) designates 100% of Missouri counties as experiencing “High” levels of community transmission. High Transmission – the highest category is defined as having a “Total New Cases per 100,000 Population in the Last 7 Days” over 100 per 100,000 and a “Percentage of NAATs that are Positive in the Last 7 Days” over 10.0%. Eastern Jackson County’s 7-Day Case Rate is 1,101.58 per 100,000 and the percent positivity is 35.50%, well above the highest level of classification.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/health-metrics/#>
  - <https://jacohtd.org/data-dashboard/>
  - Date Accessed: 1/13/2022

Figure 1: Transmission Level by County in the United States – A Comparison



December 2, 2021

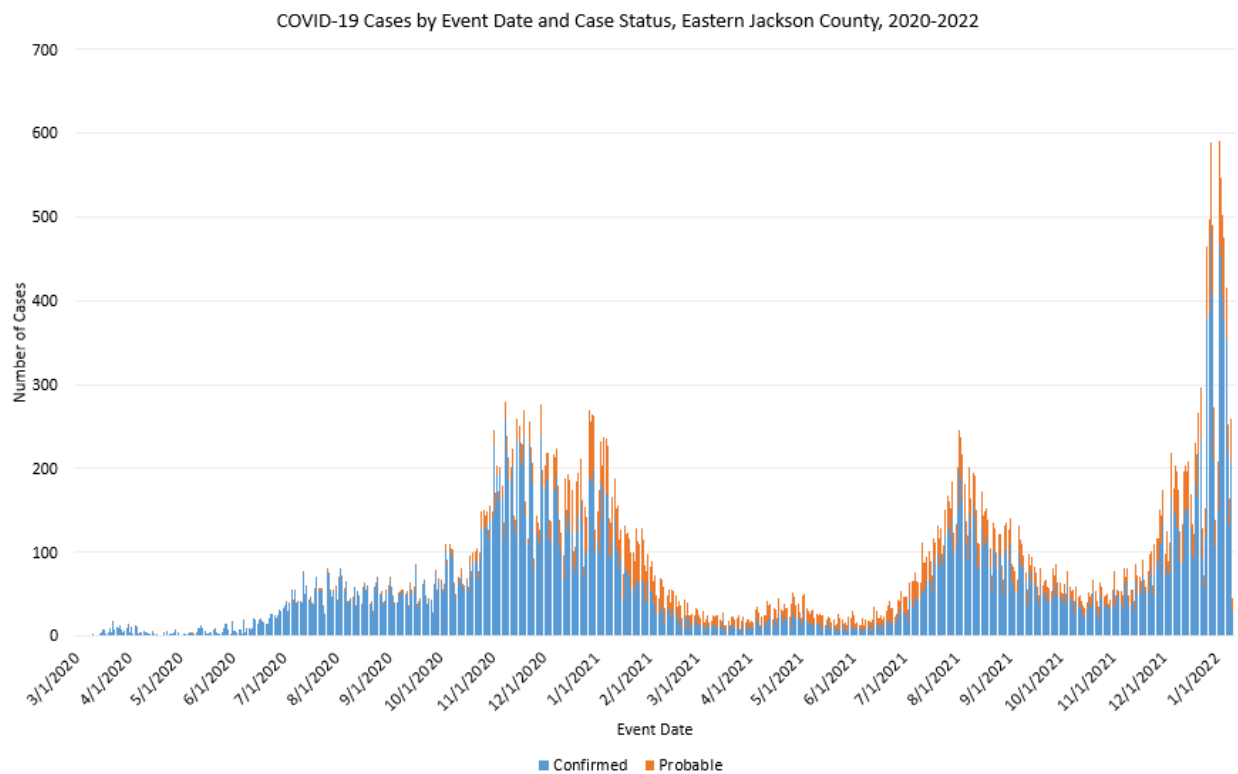


January 6, 2022

## COVID-19 Status in Jackson County, Missouri

- As of January 13, 2022, Jackson County had the 11<sup>th</sup> highest 7-Day case rate (1012 cases per 100,000 people) in the state of Missouri. This is the first time in the pandemic that Jackson County has experienced a case rate over 1000 cases per 100,000 people. The current case rate is over ten times higher than the Centers for Disease Control and Prevention classification of high transmission at 100 cases per 100,000 people.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/health-metrics/#>
- As of January 4, 2022, the Kansas City region reported 4,885 daily new cases of COVID-19, compared to 898 daily new cases of COVID-19 on December 6, 2021.
  - <https://marc2.org/covidhub/>

Figure 2: COVID-19 Cases by Event Date and Case Status, Eastern Jackson County 2020 – 2022



- As of January 13, 2022, the 7-Day Case Rate per 100,000 people for Eastern Jackson County on January 2, 2022 was 1,101.58 cases per 100,000 people compared to 444.17 cases per 100,000 people on December 5, 2021. See graph above.
  - <https://jacohd.org/data-dashboard/>
  - Date Accessed: 1/13/2022
- As of January 13, 2022, the Jackson County Health Department reported 41,546 confirmed cases (an increase of 2,731 from the previous week), 11,528 probable cases (an increase of 680 from the previous week), and 614 deaths (an increase of 18 from the previous week) for Eastern Jackson County.
  - <https://jacohd.org/data-dashboard/>
  - Date Accessed: 1/13/2022

**Figure 3: Percent Positive and Number of COVID-19 Specimens Collected by Week, Eastern Jackson County, 2020 -2022**

- As of January 13, 2022, the percent positivity for Eastern Jackson County is 35.50%, an increase from 15.17% on December 5, 2021. See graph above.
  - <https://jacohd.org/data-dashboard/>
  - Date Accessed: 1/13/2022

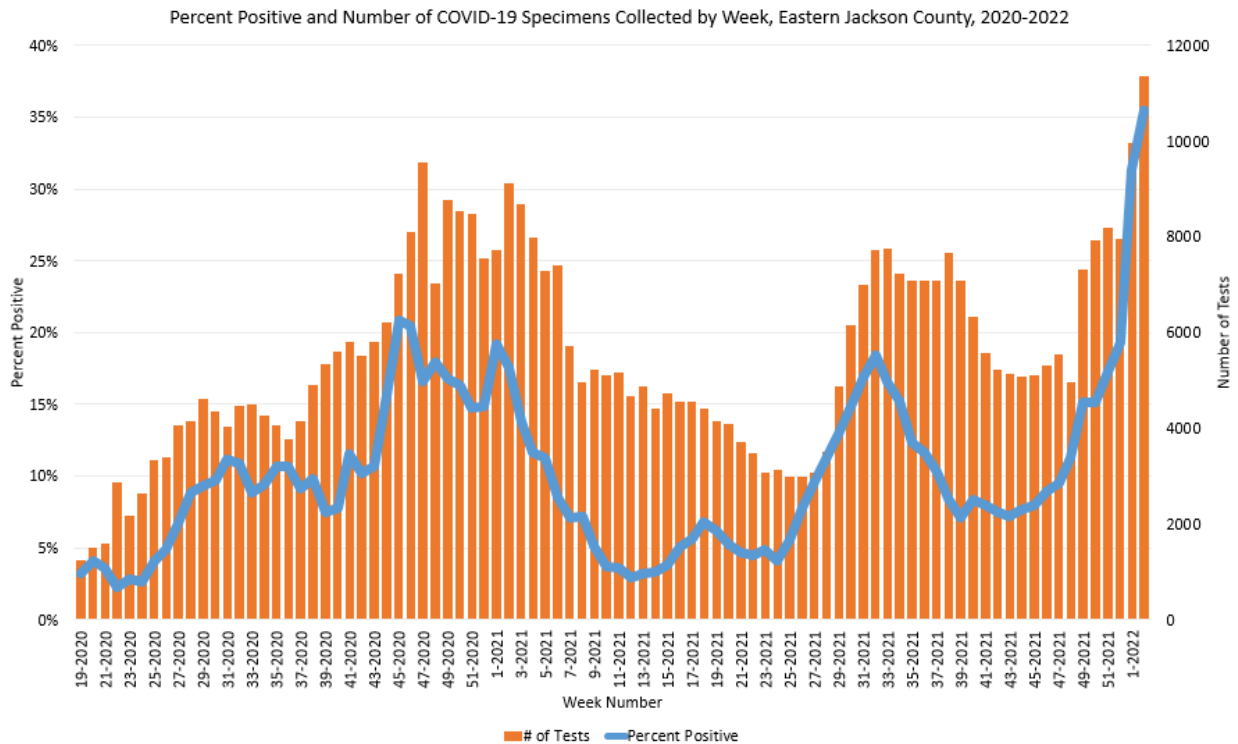
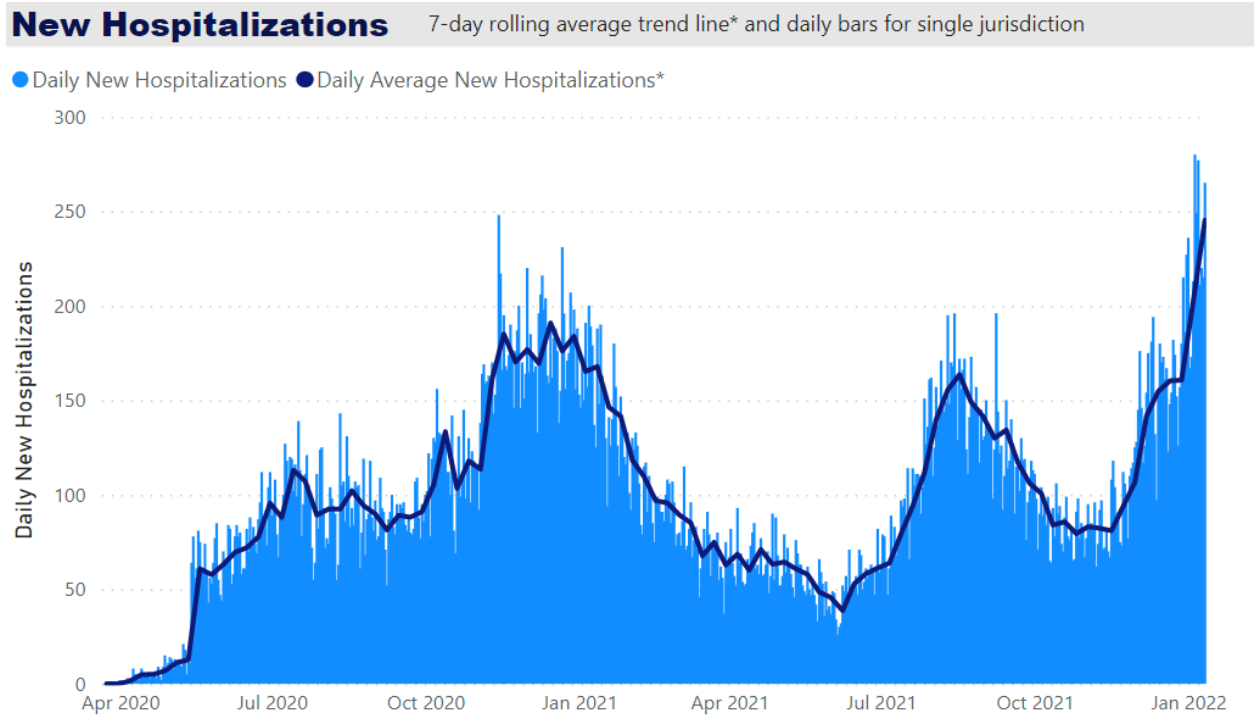


Figure 4: Daily Average of New Hospitalizations, Mid-America Regional Council Region, 2020 – 2022



- The Daily Average of New Hospitalizations for the MARC region increased substantially, from 155 daily new hospitalizations on December 14, 2021 to 265 daily new hospitalizations on January 11, 2022. See graph above.
  - <https://marc2.org/covidhub/>
  - Date Accessed: 1/13/2022



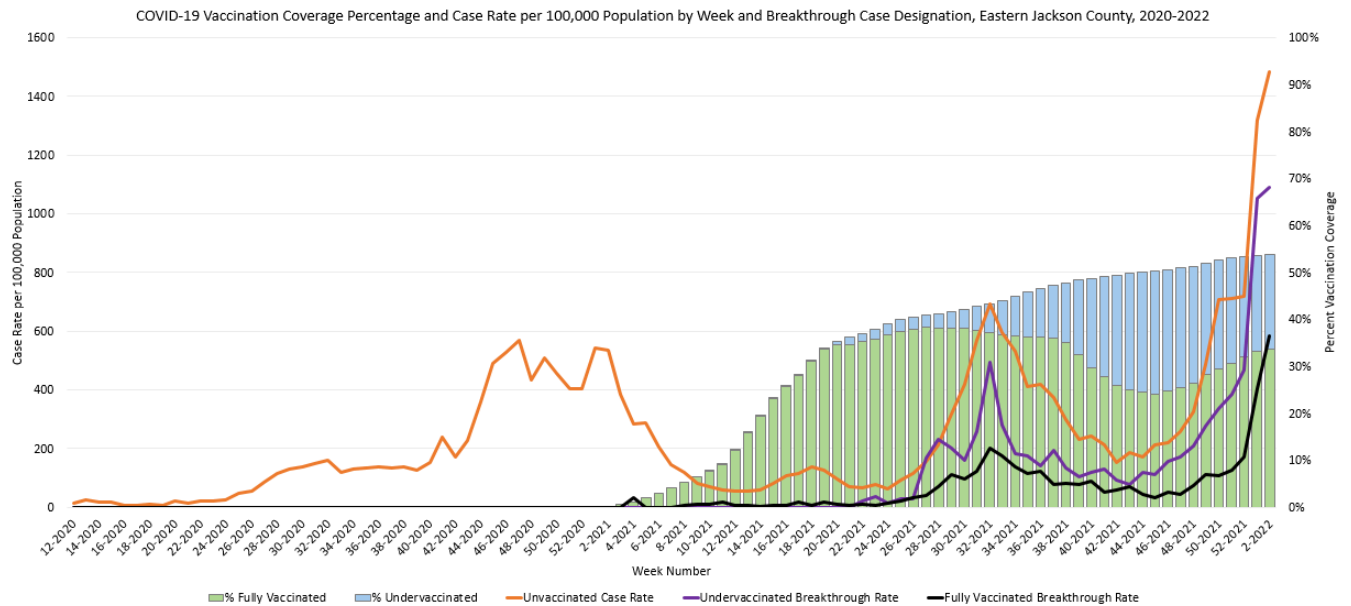
## Mitigating COVID-19 Transmission and Disease Severity

### Vaccinations

COVID-19 vaccines have been shown to be safe and effective and can reduce the risk of getting and spreading the virus that causes COVID-19. In addition, vaccines can prevent both children and adults from getting seriously ill even if they do get COVID-19. As vaccination has been shown to reduce the risk of severe illness and death, a high vaccination rate can help to alleviate strain on the health care system in communities.

- As of January 13, 2022, 54.4% of Missourians have completed their vaccination series and 61.6% have initiated vaccination. In Eastern Jackson County, 53.63% of residents have completed their vaccination series and 60.47% have initiated vaccination. In Eastern Jackson County, only 33.77% of those eligible for a booster series have received one.
  - State Data: <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/vaccine.php#>
  - Eastern Jackson County Data: <https://jacohd.org/data-dashboard/>
  - Date Accessed: 1/13/2022
- The 25-34 age group has the lowest vaccination completion percentage of all fully eligible age groups (49.37%), with the exception of the newly authorized 5-11 year olds. The 25-34 age group continuously maintains among the highest case rates as well, currently holding the highest COVID-19 case rate for the month of December.
  - <https://jacohd.org/data-dashboard/>
  - Date Accessed: 1/13/2022

**Figure 5: COVID-19 Vaccination Coverage Percentage and Case Rate per 100,000 Population by Week and Breakthrough Case Designation, Eastern Jackson County, 2020 – 2022.**



- The COVID-19 case rate for unvaccinated individuals for the week for the week of January 2, 2022 was 2.6 times higher than the case rate for vaccinated and boosted individuals. The COVID-19 case rate for vaccinated, but not boosted, individuals for the week of January 2, 2022 was 1.9 times higher than the case rate for vaccinated and boosted individuals. See graph above.
  - Jackson County Health Department Data Analysis
  - Data Accessed: 1/13/2022
- “In the absence of a vaccination program, there would have been approximately 1.1 million additional COVID-19 deaths and more than 10.3 million additional COVID-19 hospitalizations in the U.S. by November, 2021.”
  - The Commonwealth Fund
  - <https://www.commonwealthfund.org/publications/issue-briefs/2021/dec/us-covid-19-vaccination-program-one-year-how-many-deaths-and>
  - Report Published: December 14, 2021

### Mask Wearing

SARS-CoV-2 infection is transmitted predominately by inhalation of respiratory droplets generated when people cough, sneeze, sing, talk, or breathe. The Centers for Disease Control and Prevention recommends the community use of masks, specifically non-valved and multi-layer, to prevent transmission of SARS-CoV-2. Masks are primarily intended to reduce the emission of virus-laden droplets (“source control”), which is especially relevant for asymptomatic or presymptomatic infected wearers who feel well and may be unaware of their infectiousness to others, and who are estimated to account for roughly 50% of transmissions.

Masks also help to reduce inhalation of droplets by the wearer (“filtration for wearer protection”). The community benefit of masking for SARS-CoV-2 control is due to the combination of these effects; individual prevention benefit increases with increasing numbers of people using proper masks consistently and correctly. Adopting universal masking can help avert future lockdowns, especially if combined with other non-pharmaceutical interventions such as social distancing, hand hygiene, and adequate ventilation.

- In areas of “high” or “substantial” levels of transmission, the Centers for Disease Control and Prevention recommends all people over the age of two (both vaccinated and unvaccinated) wear masks in indoor public settings.
  - <https://www.cdc.gov/coronavirus/2019-ncov/more/aboutcovidcountycheck/index.html>
- As of January 13, 2022, Jackson County, as well as every county adjacent to Jackson County in Missouri and Kansas met the designation for high transmission. Jackson County’s case rate is currently ten times higher than the Centers for Disease Control and Prevention’s classification of high transmission.
- In a meta-analysis that reviewed 72 studies to assess the effectiveness of different public health mitigation measures, authors found that mask wearing (relative risk 0.47, 0.29 to 0.75,  $I^2 = 84%$ ) was an effective strategy to reduce the incidence of COVID-19. Overall pooled analysis showed a 53% reduction in COVID-19 incidence.
  - <https://www.bmj.com/content/375/bmj-2021-068302>

#### *Evidence Demonstrating the Impact of Community Masking*

- “After implementation of mask mandates in 24 Kansas counties, the increasing trend in COVID-19 incidence reversed. Although rates were considerably higher in mandated counties than in nonmandated counties by the executive order, rates in mandated counties declined markedly after July 3, compared with those in nonmandated counties. Kansas counties that had mask mandates in place appear to have mitigated the transmission of COVID-19, whereas counties that did not have mask mandates continued to experience increases in cases.”
  - <https://www.cdc.gov/mmwr/volumes/69/wr/mm6947e2.htm>
- “Mask requirements were also implemented as part of a multicomponent approach in Arizona, where COVID-19 incidence stabilized and then decreased after implementation of a combination of voluntary and enforceable community-level mitigation strategies, including mask requirements, limitations on public events, enhanced sanitation practices, and closure of certain services and businesses.”
  - <https://www.cdc.gov/mmwr/volumes/69/wr/mm6947e2.htm>
- “Counties that adopted the July mask mandate in Kansas experienced significantly lower rates of COVID-19 cases, hospitalizations, and deaths compared with those that did not. These findings corroborate previous studies that found that mask mandates slowed the growth of COVID-19 cases in Kansas counties and reduced the spread in states. Results of this study suggest that mask mandates may provide an effective way to reduce cases of COVID-19, hospitalizations, and deaths.”
  - <https://www.jamanetwork.com/journals/jamanetworkopen/fullarticle/2781283>
- “Leffler et al. used a multiple regression approach, including a range of policy interventions and country and population characteristics, to infer the relationship between mask use and SARS-

CoV-2 transmission. They found that transmission was 7.5 times higher in countries that did not have a mask mandate or universal mask use, a result similar to that found in an analogous study of fewer countries. Another study looked at the differences between US states with mask mandates and those without, and found that the daily growth rate was 2.0 percentage points lower in states with mask mandates, estimating that the mandates had prevented 230,000 to 450,000 COVID-19 cases by May 22, 2020.”

- <https://www.pnas.org/content/118/4/e2014564118#sec-2>
- During March 22 – October 17, 2020, 10 sites participating in the COVID-19-Associated Hospitalization Surveillance Network in states with statewide mask mandates reported a decline in weekly COVID-19-associated hospitalization growth rates by up to 5.6 percentage points for adults aged 18-64 after mandate implementation, compared with growth rates during the 4 weeks preceding implementation of the mandate.
  - [https://www.cdc.gov/mmwr/volumes/70/wr/mm7006e2.htm#T1\\_down](https://www.cdc.gov/mmwr/volumes/70/wr/mm7006e2.htm#T1_down)
- “Counties without school mask requirements experienced larger increases in pediatric COVID-19 case rates after the start of school compared with counties that had school mask requirements ( $p < 0.001$ ).”
  - [https://www.cdc.gov/mmwr/volumes/70/wr/mm7039e3.htm?s\\_cid=mm7039e3\\_e&ACSTrackingID=USCDC\\_921-DM66537&ACSTrackingLabel=MMWR%20Early%20Release%20-%20Vol.%2070%2C%20September%2024%2C%202021&deliveryName=USCDC\\_921-DM66537](https://www.cdc.gov/mmwr/volumes/70/wr/mm7039e3.htm?s_cid=mm7039e3_e&ACSTrackingID=USCDC_921-DM66537&ACSTrackingLabel=MMWR%20Early%20Release%20-%20Vol.%2070%2C%20September%2024%2C%202021&deliveryName=USCDC_921-DM66537)

#### *Additional Studies Demonstrating the Effectiveness of Proper Mask Wearing*

- Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. Jul 28 2020;117(30):17513-17515. doi:10.1073/pnas.2008373117
- Lindsley WG, Blachere FM, Law BF, Beezhold DH, Noti JD. Efficacy of face masks, neck gaiters and face shields for reducing the expulsion of simulated cough-generated aerosols. *Aerosol Sci Technol*. 2020; in press
- Leung NHL, Chu DKW, Shiu EYC, et al. Respiratory virus shedding in exhaled breath and efficacy of face masks. *Nature medicine*. Apr 03 2020;26(5):676-680. doi:https://dx.doi.org/10.1038/s41591-020-0843-2
- Ueki H, Furusawa Y, Iwatsuki-Horimoto K, et al. Effectiveness of Face Masks in Preventing Airborne Transmission of SARS-CoV-2. *mSphere*. Oct 21 2020;5(5)doi:10.1128/mSphere.00637-20
- Brooks JT, Beezhold DH, Noti JD, et al. Maximizing Fit for Cloth and Medical Procedure Masks to Improve Performance and Reduce SARS-CoV-2 Transmission and Exposure. *MMWR Morb Mortal Wkly Rep*. 2021
- Hendrix MJ, Walde C, Findley K, Trotman R. Absence of Apparent Transmission of SARS-CoV-2 from Two Stylists After Exposure at a Hair Salon with a Universal Face Covering Policy – Springfield, Missouri, May 2020. *MMWR Morb Mortal Wkly Rep*. Jul 17 2020;69(28):930-932. doi:10.15585/mmwr.mm6928e2
- Van Dyke ME, Rogers TM, Pevzner E, et al. Trends in County-Level COVID-19 Incidence in Counties With and Without a Mask Mandate – Kansas, June 1-August 23, 2020. *MMWR Morb Mortal Wkly Rep*. Nov 27 2020;69(47):1777-1781. doi:10.15585/mmwr.mm6947e2

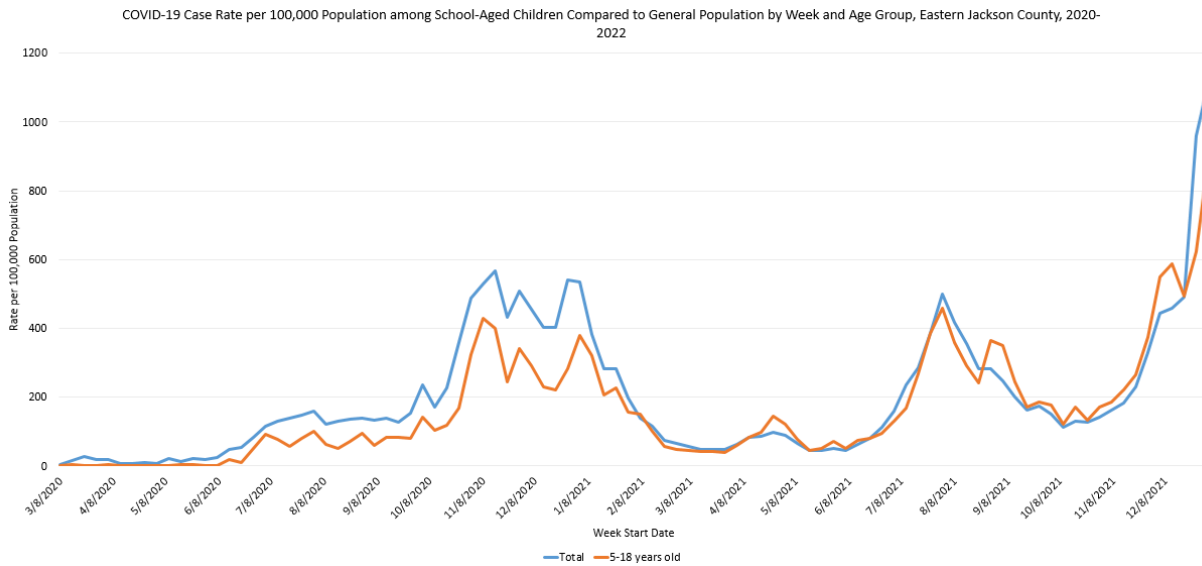
## COVID-19 Impacts to Community Systems & Structures

### Schools

Schools are an important part of the infrastructure of communities. Though COVID-19 outbreaks have occurred in school settings, multiple studies have shown that transmission rates within school settings, when multiple prevention strategies are in place, are typically lower than – or similar to – community transmission levels. Because of the highly transmissible nature of SARS-CoV-2, along with mixing of vaccinated and unvaccinated people in schools, the Centers for Disease Control and Prevention recommends universal indoor masking for all students (ages 2 years and older), teachers, staff, and visitors to K-12 schools regardless of vaccination status. The current incidence of COVID-19 transmission in Eastern Jackson County is likely to have substantial impact on the health and availability of teachers and staff unless adequate mitigation measures are employed.

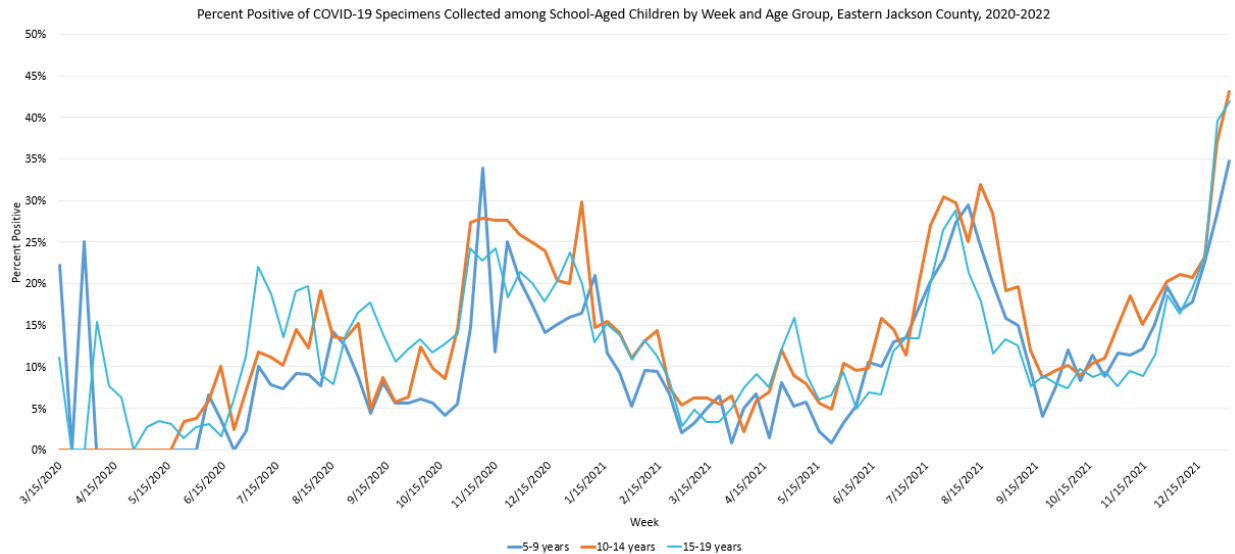
- The odds of a school-associated COVID-19 outbreak in schools without a mask requirement were 3.5 times higher than those in schools with an early mask requirement (OR=3.5; 95% CI =1.8-6.9)
  - [https://www.cdc.gov/mmwr/volumes/70/wr/mm7039e1.htm?s\\_cid=mm7039e1\\_w](https://www.cdc.gov/mmwr/volumes/70/wr/mm7039e1.htm?s_cid=mm7039e1_w)
- National surveillance data from the United Kingdom (UK) showed an association between regional COVID-19 incidence and incidence in schools. For every five additional cases per 100,000 population in regional incidence, the risk of a school outbreak increased by 72%.
  - [https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission\\_k\\_12\\_schools.html# covid-19-children-adolescents](https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission_k_12_schools.html# covid-19-children-adolescents)
- Reducing transmission of SARS-CoV-2 in the community to alleviate burden on the health care system is dependent upon limiting transmission among youth in the school setting. Studies suggest that the proportion of index cases increased with age. For example, 12% of 89,191 households in a JAMA study had an index case aged 0 to 3 and 38% had an index case aged 14 to 17 years.
  - <https://jamanetwork.com/journals/jamapediatrics/fullarticle/2783022>

**Figure 6: COVID-19 Case Rate per 100,000 Population Among School-Aged Children Compared to General Population by Week and Age Group, Eastern Jackson County, 2020 – 2022**



- Through much of the pandemic, the case rate for school-aged children remained below that of public. In September 2021, the case rate for 5-18 year olds eclipsed the case rate for the public and remained elevated through December 2021. The graph above displays the sudden increase in the case rate for the 5-18 year old population in sync with the larger population. It is important to acknowledge that high transmission levels and a lack of community-wide mitigation strategies will continue to drive case rates in school-aged children unless more widespread mitigation measures are employed.
  - Jackson County Health Department Analysis
  - Date Accessed: 1/13/2022

Figure 7: Percent Positive of COVID-19 Specimens Collected Among School-Aged Children by Week and Age Group, Eastern Jackson County, 2020 – 2022



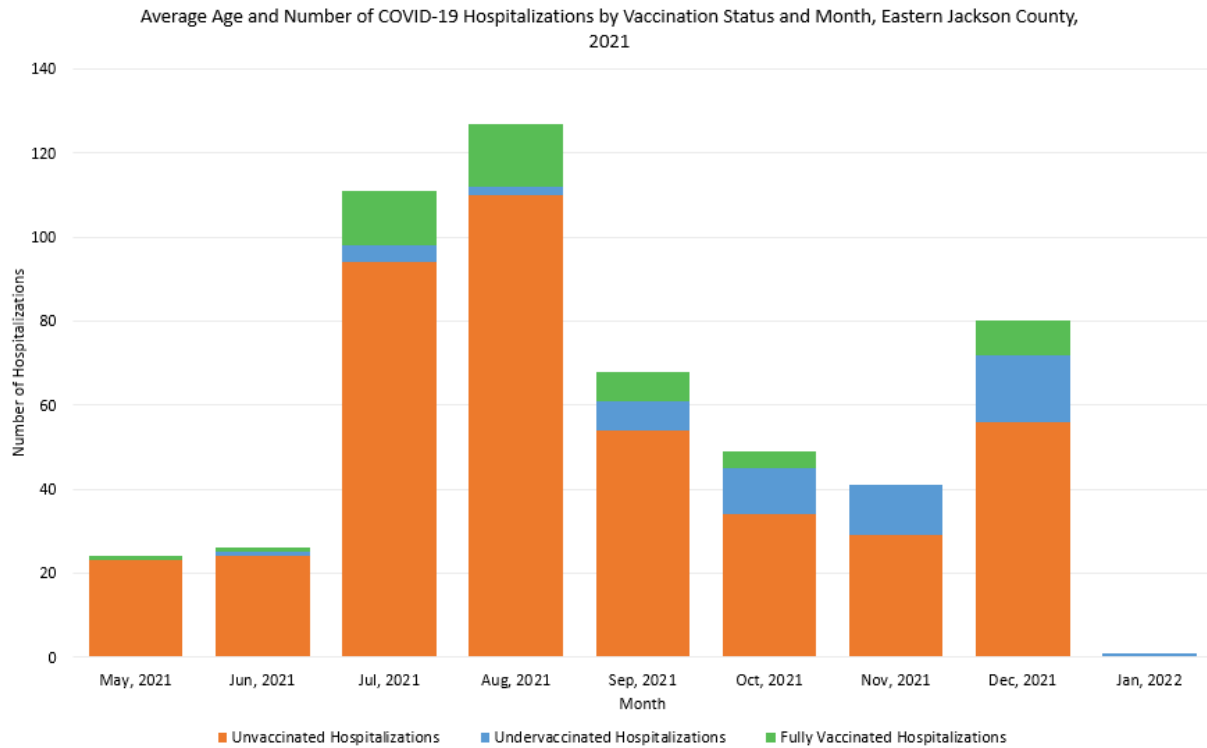
- The percent positive for school-aged children remains extremely high. While the overall percent positivity is 35.5% for the week of January 2, 2022, the percent positivity for both the 10-14 year-olds and the 15-19 year-olds are above 40%. See graph above.
  - Jackson County Health Department Analysis
  - Date Accessed: 1/13/2022
- The recommendations of the Jackson County Health Department, American Academy of Pediatrics, Centers for Disease Control and Prevention, and Children’s Mercy align in that schools must employ a multi-layered approach of mitigation strategies including universal masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status.
  - Centers for Disease Control and Prevention . (Accessed January 13, 2022). Schools and Child Care Programs. Retrieved from Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>
  - Children's Mercy. (Accessed January 13, 2022). Guidance for Keeping Schools Safe for Students and Staff. Retrieved from Returning to School and the Community Safely: <https://www.childrensmc.org/siteassets/media/covid-19/guidance-for-school-re-opening-during-the-covid-19-pandemic.pdf>
  - American Academy of Pediatrics. (Accessed January 13, 2022). COVID-19 Guidance for Safe Schools. Retrieved from American Academy of Pediatrics: <https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/>
- “We were heroes last year, and people asked us for our opinions and asked us for our advice. And people listened to the medical experts,” Watts said. “We have come an entire 180 (degrees) now, and we are reacting to this. ... So yeah, we are devastated that kids are not wearing masks in school.”
  - Dr. Jennifer Watts, Children’s Mercy Hospitals
  - January 13, 2022
  - University of Kansas Health System Weekly Update

The usage of clinical care resources to manage patients with COVID-19 reflect underlying community disease incidence and can signal when urgent implementation of layered prevention strategies might be necessary to prevent overloading the health care and public safety systems. Strains on critical care capacity can increase COVID-19 mortality while also decreasing the availability and use of health care resources for non-COVID-19 related medical care. The Centers for Disease Control and Prevention recommends that community leaders, public health professionals, and health care institutions monitor the available number and fraction of staffed inpatient and intensive care unit beds to adequate supply.

- Hospital admissions in the Kansas City region are at their highest level during any point in the pandemic (previous high was Dec. 2020), resulting in: Increased emergency room wait times and limited capability to treat patients in hospitals, increased difficulty transferring critical patients, and limited capacity to accept new and treat existing patients due to bed and staffing limitations.
  - Mid America Regional County MAC-G Report
  - Report Date: 1/5/2022
- Health care leaders reported a 5-fold increase in the number of patients who expired in Emergency Department waiting rooms waiting for transfer in the state of Kansas when compared to previous months.
  - University of Kansas Medical Center Statewide CMO News Conference
  - [https://www.facebook.com/watch/live/?ref=watch\\_permalink&v=2734096916899965](https://www.facebook.com/watch/live/?ref=watch_permalink&v=2734096916899965)
  - Date Accessed: 1/7/2022
- Chief Medical Officers (CMOs) in the region have reported worsening capacity driven by staffing shortages. Hospitals that are reporting an anticipated staffing shortage within the week is 37%, up from the 33% two weeks prior. However, this metric does not capture the increasing severity of the shortage. Limited federal resources are being brought in to assist with staffing shortages in the region.
  - Mid America Regional Council – Regional Risk Assessment
  - Report Accessed: 1/5/2022
- Hospital resource utilization remains high, with hospitals reporting 91.25% of adult ICU Hospital beds occupied. This number fluctuates throughout the day and is not an indicator of availability at the time of publication. Hospitals are reaching out to the state for additional resources to support growing patient care demands.
  - Mid America Regional Council – Regional Risk Assessment
  - Report Accessed: 1/5/2022
- Fire and EMS Agencies are experiencing 20-50% work force interference associated with isolation and quarantines. Agencies are being forced to utilize adaptive strategies to manage impacts of a reduced workforce. EMS is reporting increased demand for service, increased 911 calls, increased emergency and non-emergency interfacility transfers, extended transport time to reach available specialty care (time critical diagnosis) facilities, and increased mutual aid utilization to respond to calls within the jurisdiction.
  - Mid America Regional Council – MAC-G Update Report
  - Report Accessed 1/11/2022



Figure 8: Average Age and Number of COVID-19 Hospitalizations by Vaccination Status and Month, Eastern Jackson County, 2021



- The overwhelming majority of hospitalization in Eastern Jackson County residents occur in those who are unvaccinated, followed by those who are not fully boosted. See graph above.
  - Jackson County Health Department Analysis
  - Data Assessed: 1/13/2022

**Conclusion:**

Following the guidance from the Centers for Disease Control and Prevention, and based on the high levels of community transmission and hospitalizations, the Jackson County Health Department recommends mask wearing, regardless of vaccination status, in all indoor places within Eastern Jackson County. This action is necessary to reduce the burden on the education, public safety, and health care systems within the community.

## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a fourteen-month term and supply contract with two twelve-month options to extend for the furnishing of a cloud-based software-as-a-service solution for use by the Collection Department to Paylt, LLC, of Kansas City, MO, under the terms and conditions of the National Association of State Procurement Officers Contract No. AR3761, a competitively-bid government contract.

**RESOLUTION NO. 20850**, January 18, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Collection Department has a continuing need to process on-line payments; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a fourteen-month term and supply contract with two twelve-month options to extend for the furnishing of a cloud-based software-as-a-service (SaaS) solution for use by the Collection Department to Paylt, LLC, of Kansas City (Jackson County), MO, under the terms and conditions of the National Association of State Procurement Officers Contract No. AR3761, a competitively-bid government contract; and,

WHEREAS, under this contract, taxpayers paying electronically will be charged a \$2.00 convenience fee, a \$1.25 administrative fee for each ACH (electronic check), and 2.75% per credit or debit card transaction, with no charge to the County; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of fourteen-month term and supply

contract with two twelve-month options to extend, for the furnishing of a cloud-based SaaS solution to Paylt, LLC, of Kansas City, MO, under the terms and conditions of the National Association of State Procurement Officers Contract No. AR3761; now therefore,

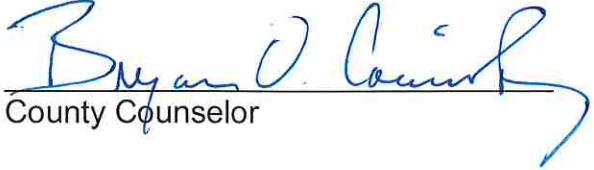
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments on the contract, and any extensions thereto, to the extent that sufficient appropriations are contained in the then-current County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20850 of January 18, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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

1/13/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20850  
Sponsor: Tony Miller  
Date: January 18, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20850
Sponsor(s):	Tony Miller	Legislature Meeting Date:	1/18/2022

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Fourteen Month Term and Supply Contract, with Two Twelve Month Options to Extend for the furnishing of a Cloud Based SaaS (Software as a Service) Digital Payment Solution for the Collection Department to PayIt, LLC of Kansas City, Missouri under the terms and conditions of the National Association of State Procurement Officers (NASPO) Contract No. AR3761, a competitively bid government contract.

Request Summary
<p>The Collection department requires a Term and Supply Contract to continue processing On-Line Tax Payments.</p> <p>The County has a Term and Supply Contract with PayIt, LLC of Kansas City, Missouri (Resolution No. 19996 dated October 1, 2018) to continue with the current On-Line Payment Processing for Tax Payments.</p> <p>The PayIt Cloud Based SaaS On-Line Payment Solution was awarded under the competitively bid Contract No. AR3761 from the National Association of State Procurement Officers (NASPO) in September 2021. This Contract would be at no charge to the County and the taxpayers will continue to pay a Convenience Fee of \$2.00 per transaction plus \$1.25 Processing Fee for ACH or 2.75% Processing Fee for Credit/Debit cards per transaction.</p> <p>Persusant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing, the Director of Information Technology and the Director of Collection recommend the approval of the Term and Supply Contract for Cloud Based SaaS Payment Solutions from PayIt, LLC of Kansas City, Missouri, under the terms and conditions of the NASPO Contract No. AR3761.</p>

Contact Information			
<b>Department:</b>	Collections	<b>Submitted Date:</b>	12/23/2021
<b>Name:</b>	Karey A. Schulze	<b>Email:</b>	KSchulze@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-881-3038

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:	\$

## Request for Legislative Action

Is it transferring fund?			No
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19996	October 1, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

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

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

## Request for Legislative Action

### History

Karey A. Schulze at 12/23/2021 3:12:49 PM - [Submitted | ]  
Department Director: Whitney S. Miller at 12/27/2021 4:30:20 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/28/2021 8:40:44 AM - [ Approved | ]  
Compliance: Jaime Guillen at 12/30/2021 9:24:31 AM - [ Approved | 355 ]  
Finance (Budget): Mark Lang at 1/3/2022 9:39:32 AM - [ Approved | No fiscal note required for a term & supply contract. ]  
Executive: Sylvya Stevenson at 1/5/2022 3:12:26 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/13/2022 9:00:05 AM - [ Approved | ]





**PARTICIPATING ADDENDUM**



**CITIZEN ENGAGEMENT PLATFORMS**

Led by the **State of Utah**

---

Master Agreement #: AR3761

Contractor: **PAYIT, LLC**

Participating Entity: **STATE OF [XXXXX]**

**Scope and Participation:**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]*

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:
  - *[Removable Example: Product modifications.]*
  - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

*[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]*

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Citizen Engagement Platforms. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

*[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]*

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

**PARTICIPATING ADDENDUM**

**CITIZEN ENGAGEMENT PLATFORMS**

Led by the **State of Utah**

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	
Address:	
Telephone:	
Fax:	
Email:	

**PARTICIPATING ENTITY:**

Name:	
Address:	
Telephone:	
Fax:	
Email:	

**Participating Entity Modifications and Additions to the Master Agreement**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]*

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

*[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *[Removable Instruction: If applicable, specify if lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity, and include any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*

**PARTICIPATING ADDENDUM**



**CITIZEN ENGAGEMENT PLATFORMS**

Led by the **State of Utah**

- 6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
  
- 7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

*[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [ccc@naspovlauepoint.org](mailto:ccc@naspovlauepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspoaluepoint.org](mailto:pa@naspoaluepoint.org).

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a twelve-month Lease with Crane Brewing Company, LLC, of Raytown, MO, for certain County property in the Rock Island Rail Corridor located adjacent to 6515 Railroad Street, Raytown, MO, 64133, for an annual rental fee payable to the County in the amount of \$3,000.00.

**RESOLUTION NO. 20851**, January 18, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, Crane Brewing Company, LLC, has requested to lease approximately 25,500 square feet of County property in the Rock Island Rail Corridor, located adjacent to Crane's business located at 6515 Railroad Street, Raytown, MO, 64133, for a period of twelve months, with a mutual option to renew; and,

WHEREAS, the attached Lease outlines and clarifies the responsibilities of the County and Crane, including liability and the use of grounds, and provides for an annual rental fee payable to the County in the amount of \$3,000.00; and,

WHEREAS, this Lease will allow Crane to continue to use the leased area for picnic tables, parking, and other related business purposes, and will not impact trail operations or maintenance; and,

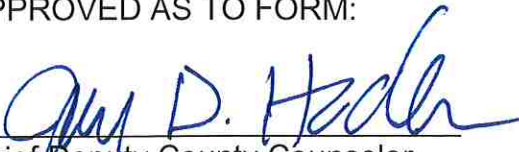
WHEREAS, this Lease is in the best interest of the health, safety and welfare of the citizens of Jackson County; now therefore,

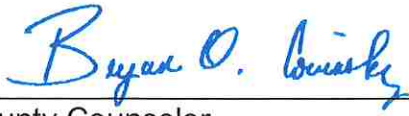
**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the

County Executive is hereby authorized to execute the attached Lease with Crane Brewing Company, LLC.

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. 20851 of January 18, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

## LEASE OF REAL PROPERTY

**THIS LEASE** ("Lease" or "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, between **JACKSON COUNTY, MISSOURI** ("County"), and **Crane Brewing Company, LLC**, whose address is 6515 Railroad Street, Raytown, MO 64133 ("Lessee").

### **IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

#### **Article 1. PREMISES; USE.**

For the purposes of leasing a portion of the Rock Island Corridor ("Corridor") purchased by Jackson County, in partnership with the Kansas City Area Transportation Authority ("KCATA"), County leases to Lessee and Lessee leases from County, the premises ("Premises") at Raytown, Missouri, an area approximately 425' x 60' as shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof.

The Premises may be used by Lessee for the following specific purposes, and no other use:

- A. For access to and from Lessee's own real property by Lessee and Lessee's vendors and customers;
- B. For non-exclusive temporary (less than 24 hour) vehicular and bicycle parking by Lessee and Lessee's vendors and customers. Lessee acknowledges County shall have right to allow County's visitors and patrons to utilize Premises for same purposes.
- C. For the establishment of outdoor dining areas by Lessee with temporary, removable equipment, such as tables, chairs, tents, and trash receptacles as indicated in Exhibit A as "Crane Utilization Area."

#### **Article 2. PREMISES; EXISTING CONDITIONS.**

County and Lessee acknowledge all existing conditions of Premises and accept such "as is". County and Lessee are not obligated by this Lease to make any Capital Improvements.

County agrees to repair and maintain existing surface area of roadbed and parking areas to keep said areas suitable for vehicular, bicycle, and pedestrian use. County maintenance shall include adding gravel and filling potholes when needed. No improvements or alterations to Premises may be made by Lessee without the express written consent of the County.

#### **Article 3. TERM.**

The term of this Lease shall commence on 1/1/2022, and, unless sooner terminated as provided in this Lease, shall extend for twelve (12) months. Parties may mutually re-negotiate new terms and conditions by mutual written consent. If, at the conclusion of the initial 12-month



lease period, no new terms and conditions have been reached, the terms and conditions of this Lease shall continue on a month-to-month basis.

**Article 4. MONTHLY RENT.**

Lessee shall pay to County a total sum of \$3,000 over the 12-month Lease as Fixed Rent for use of Premises with monthly payments of \$250.00 by the first day of each month.

**Article 5. INSURANCE.**

- A. Throughout the entire term of this Lease, Lessee shall maintain liability insurance coverage for the Lease Area as reflected in Exhibit A. County shall be named as an additional insured on applicable insurance maintained by Lessee pursuant to the terms of this Lease.
- B. Upon execution of this Lease, Lessee shall provide to County a certificate issued by its insurance carrier evidencing the insurance coverage required by this Lease.
- D. All insurance correspondence shall be directed to:

County Counselor  
Office of the County Counselor  
415 E. 12<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106

With Copies to:

Rock Island Rail Corridor Authority  
415 E 12<sup>th</sup> Street, Floor 4-MN  
Kansas City, Missouri 64106

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

COUNTY:

**JACKSON COUNTY, MISSOURI**

d/b/a Rock Island Rail Corridor Authority

By: \_\_\_\_\_  
Frank White, Jr., County Executive

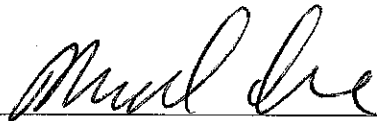
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

**LESSEE – Crane Brewing Company, LLC**

Signed:

  
\_\_\_\_\_  
Michael Crane, President

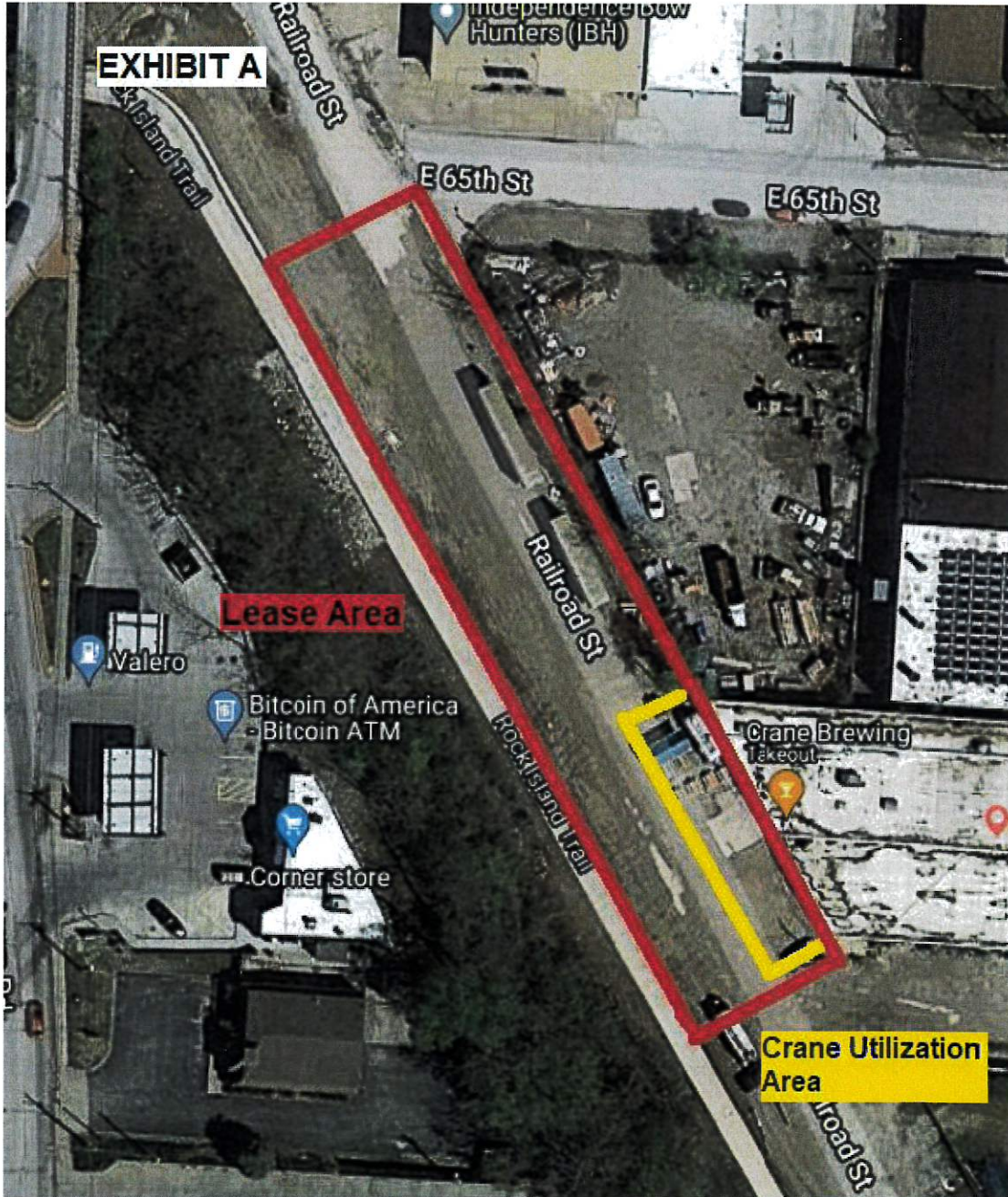
Date: 12-9-21

  
\_\_\_\_\_  
Chris Meyers, Vice President

Date: 12-9-21

EXHIBIT A

Lease Area Exhibit (The "Premises")



## EXHIBIT B

### **Section 1. IMPROVEMENTS.**

Lessee shall make no improvements or alterations upon the Premises without the express written consent of County.

### **Section 2. RESERVATION, TITLE AND PRIOR RIGHTS.**

A. County reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. This Lease is made subject to all outstanding rights, whether or not of record. County reserves the right to renew any such outstanding rights granted by County or County's predecessors.

### **Section 3. PAYMENT OF RENT.**

Rent shall be made in monthly installments as stated in Article 4 and shall be paid in lawful money of the United States of America upon execution of this Agreement, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Rock Island Project Manager, Jackson County, Missouri, 415 E 12<sup>th</sup> Street, Kansas City, Missouri 64106 without offset or deduction.

### **Section 4. WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of County, or to establish any water rights except in the name of County.

### **Section 5. CARE AND USE OF PREMISES.**

A. Lessee shall only be authorized to conduct such activities and business as expressly authorized in this Lease, and no other use, activity or business on the Premises.

B. Lessee may from time to time use area marked Crane Utilization Area to host vendors for promotional purposes such as workshops and other legal activities without notification of County, so long as the use does not extend into the larger Lease Area.

1. For example, a vendor may provide a bike repair workshop for families or provide displays of conventional bicycles or E-bikes.

- C. Lessee may from time to time propose special use of the Lease Area outside the Crane Utilization Area by separate written proposal to County, for consideration by County on a case-by-case basis, and subject to the unique terms, conditions, and fees consistent with County Code, policies and procedures.
1. For example, if Lessee would like to host an outdoor music event that utilizes a larger portion of the Lease Area, Lessee will obtain permission from County before any such event takes place.
- D. In the instance that Lessee proposes use of the Crane Utilization Area for an event, (for example, to host vendors for promotional purposes) or for any other special use that would logically and necessarily mean attendees or customers would need to be in the larger Lease Area in order to attend or participate in the event, Lessee would need to follow the provisions in Section 5, Paragraph C to obtain approval.
- E. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the grounds and public ways on the Premises, free and clear from any trash and/or debris which might create a hazard.
- F. Lessee shall not erect or permit any signs or advertising display on the Premises, other than incidental signage that may be attached to equipment and furnishings authorized under this Lease. Lessee may utilize temporary signs or advertising display on the Premises during business hours only.
- G. If any improvement on the Premises is damaged or destroyed by Lessee, Lessee shall, within thirty (30) days after such casualty, repair and replace such damaged improvements to the satisfaction of the County.
- H. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including those under the jurisdiction of the State of Missouri, Jackson County, the Jackson County Health Department, and the City of Raytown.
- I. Lessee shall maintain existing surface area of Premises where Lessee utilizes Premises ("Crane Utilization Area") for purposes authorized in Article I, Section C.
- J. County shall maintain existing surface area of the remainder of the Premises utilized for vehicular access and parking authorized in Article I, Sections A and B, consistent with County standards.
- K. County will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through

or under Lessee. No mechanics or other liens for any such labor or materials shall attach to or affect the interest of County in and to the Property.

- L. Lessee will not be liable for any labor, services, or materials of the County required in the maintenance and upkeep of the Lease Area in accordance with this Agreement.

**Section 6. UTILITIES.**

Lessee shall not install or modify any utility services on Premises without the express written consent of the County.

**Section 7. LIENS.**

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. County shall have the right to discharge any such lien at Lessee's expense.

**Section 8. MAINTENANCE.**

County agrees to maintain its area of responsibility in accordance with other provisions in this Lease. Lessee agrees to notify County when any part of the Premises is unsafe for vehicle, bicycle, or pedestrian use as described in Article 1. The County agrees to repair and make safe any dangerous condition within a reasonable amount of time after notification by Lessee.

**Section 9. RELEASE AND INDEMNITY.**

- A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against County for, and agrees to indemnify, defend and hold harmless County, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, County, Lessee, or any employee of County or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of Ibis Lease by Lessee.
- B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

- C. Where applicable to the Loss, the liability provisions of any contract between County and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.
- D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 11.

**Section 10. TERMINATION.**

- A. County may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by County to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.
- B. Notwithstanding the terms of this Lease set forth in Article II, County or Lessee may terminate this Lease without cause upon one hundred twenty (120) days' written notice to the other party; provided, however, that at County's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required.

**Section 11. REMEDIES.**

County's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of County, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 11 and sue Lessee for damages, and/or (c) exercise such other remedies as County may have at law or in equity. County may enter and take possession of the Premises by self-help, by erecting fencing or barricades, if necessary, and may lock out Lessee for all purposes other than ingress and egress to Lessee's own property, all without being liable for damages.

Lessee's remedies for County's default will be the suspension of monthly lease payments until its obligations as set forth in this Lease are fulfilled.

**Section 12. NOTICES.**

Any notice, consent or approval to be given under this lease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to County at:

County Counselor  
Office of the County Counselor  
415 E. 12<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106

With Copies to:

Rock Island Rail Corridor Authority  
415 E 12<sup>th</sup> Street, Floor 4-MN  
Kansas City, Missouri 64106

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

**Section 13. ASSIGNMENT.**

- A. Lessee shall not sublease or permit uses by any third party on the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of County, which consent may be denied at County's sole and absolute discretion. Any purported transfer or assignment without County's consent shall be void and shall be a default by Lessee.
- B. Subject to this Section 16, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 14. RIGHTS AND OBLIGATIONS OF COUNTY.**

If any of the rights and obligations of County under this Lease are substantially and negatively affected led by any changes in the law applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then County may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on County's rights and obligations to the extent reasonably possible.

**Section 15. MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by County and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the



Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the terms of this Lease.

## Request for Legislative Action

Res. No.: 20851  
 Sponsor: Tony Miller  
 Date: January 18, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20851
Sponsor(s):	Tony Miller	Legislature Meeting Date:	1/18/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A Resolution authorizing the County Executive to execute a lease with Crane Brewing Company for use of County Property located within the Rock Island Rail Corridor.

<b>Request Summary</b>
This resolution would authorize the County Executive to execute a lease with Crane Brewing company for use of County property within the Rock Island Rail Corridor. This lease formalizes Crane Brewings ability to use the lease area for parking, picnic tables, and similar buisness operations, while protecting the County from liability for Crane's use of the area. The lease will not impact trail operations or maintenance.

<b>Contact Information</b>			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	12/29/2021
<b>Name:</b>	Matt Davis	<b>Email:</b>	mdavis@jacksongov.org
<b>Title:</b>	Rock Island Program Manager	<b>Phone:</b>	816-503-4849

<b>Budget Information</b>			
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		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19978	August 27, 2018

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 for real property	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

## Request for Legislative Action

### History

Matt Davis at 12/29/2021 11:05:37 AM - [Submitted | ]  
Department Director: Susan I. Kinnaman at 1/3/2022 9:04:35 AM - [ Approved | ]  
Finance (Purchasing): Craig A. Reich at 1/3/2022 9:19:55 AM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 1/3/2022 12:38:50 PM - [ Approved | eRLA 357 ]  
Finance (Budget): Mark Lang at 1/3/2022 2:24:54 PM - [ Not applicable | ]  
Executive: Sylvya Stevenson at 1/5/2022 4:28:31 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/13/2022 9:43:19 AM - [ Approved | ]

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$166,110.00 within the 2022 County Improvement Fund to pay the costs of necessary architectural services relating to renovations at the Downtown Courthouse to be provided by an existing County term and supply vendor.

**RESOLUTION NO. 20852**, January 18, 2022

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Public Works desires to use an existing County term and supply architectural services vendor to design and construct renovations to the 10<sup>th</sup> floor of the Downtown Courthouse necessary to make the Division 50 courtroom fully compliant with all requirements of the Americans with Disabilities Act (ADA); and,

WHEREAS, design and construction of this project will be completed by July 1, 2022, to facilitate a planned courtroom relocation for a new judge needing an ADA accessible courtroom; and,


WHEREAS, a transfer is necessary to place the funds necessary for these services in the proper spending account; now therefore,

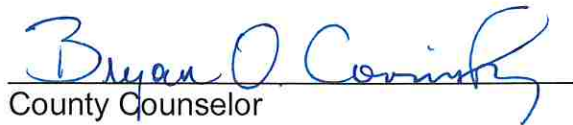
**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2022 County Improvement Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund DTCH Repairs & Improvements 013-1241	58020- Buildings & Improvements	\$166,110	
013-1241	56030- Architectural & Engin. Services		\$166,110

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. 20852 of January 18, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

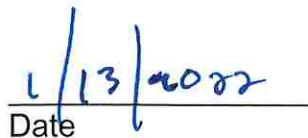
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 013 1241 58020  
ACCOUNT TITLE: County Improvement Fund  
DTCH Repairs & Improvements  
Buildings & Improvements  
NOT TO EXCEED: \$166,110.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20852
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	1/18/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize', 'Award', 'Transfer']
<b>Project/Title:</b>
Authorizing the Director of Public Works to enter into a \$166,110 design contract with SFS Architecture Inc., a county term and supply vendor, for the purpose of designing a fully-compliant ADA courtroom for Division 50 located on the 10th Floor of the Downtown Kansas City Courthouse.

<b>Request Summary</b>
This resolution authorizes the Director of Public Works to enter into a design contract with SFS Architecture Inc., a county term and supply vendor for the purpose of designing a fully compliant ADA courtroom for Divison 50 located on the 10th floor of the Downtown Kansas City Courthouse. To meet the schedule all design and construction needs to be completed by July 1, 2022. A transfer of \$166,110 within the Downtown Courthouse Buildings and Improvements account is included within this resolution.

<b>Contact Information</b>			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	12/20/2021
<b>Name:</b>	Troy Schulte	<b>Email:</b>	TSchulte@jacksongov.org
<b>Title:</b>	County Administrator	<b>Phone:</b>	816-881-1079

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:			\$166,110
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$166,110
Is it transferring fund?			Yes
<b>Transferring Fund From:</b>			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1241 (DTCH Repairs & Improvements)	58020 (Buildings & Improvements)	\$166,110
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1241 (DTCH Repairs & Improvements)	56030 (Architectural & Engin. Services)	\$166,110



## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20763	September 20, 2021

<b>Purchasing</b>	
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?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

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

## Request for Legislative Action

### History

Troy Schulte at 12/20/2021 11:05:54 AM - [Submitted | Needs fiscal note attached]  
Department Director: Brian Gaddie at 12/20/2021 11:49:20 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/20/2021 12:01:30 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 12/20/2021 12:54:44 PM - [ Approved | eRLA 351 ]  
Finance (Budget): Mark Lang at 12/22/2021 11:51:17 AM - [ Approved | The fiscal note is attached and contingent on the signing of the 2022 budget ordinance. ]  
Executive: Troy Schulte at 12/22/2021 1:39:15 PM - [ Returned for more information | Need to fix a typo on the eRLA ]  
Submitter: Troy Schulte at 12/22/2021 1:57:49 PM - [ Submitted | Need to update the fiscal note. ]  
Department Director: Brian Gaddie at 12/23/2021 11:06:47 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/27/2021 8:49:07 AM - [ Not applicable | ]  
Compliance: Jaime Guillen at 12/30/2021 9:13:51 AM - [ Approved | 351 ]  
Finance (Budget): Mark Lang at 1/3/2022 9:43:59 AM - [ Approved | Fiscal note matches RLA. ]  
Executive: Sylvia Stevenson at 1/5/2022 3:22:56 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/13/2022 9:01:20 AM - [ Approved | ]

**Fiscal Note:**

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

PC# \_\_\_\_\_

Date: December 22, 2021

RES # 20852  
eRLA ID #: 351

Org Code/Description	Object Code/Description	From	To
<b>013 County Improvement Fund</b>			
1241 DTCH Repairs & Improvements	58020 Buildings & Improvements	\$ 166,110	\$ -
1241 DTCH Repairs & Improvements	56030 Architectural & Engin. Services	-	166,110
		<u>\$ 166,110</u>	<u>\$ 166,110</u>

**Fiscal Note:**

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

Org Code/Description	Object Code/Description	Not to Exceed
<b>013 County Improvement Fund</b>		
1241 DTCH Repairs & Improvements	56030 Architectural & Engin. Services	\$ 166,110
		<u>\$ 166,110</u>

**APPROVED**  
By Mark Lang at 11:48 am, Dec 22, 2021

Budget Office

October 13, 2021, **Revised December 3, 2021**

Brian Gaddie  
Director of Public Works  
Jackson County, Missouri

RE: Jackson County Courthouse 10<sup>th</sup> Floor Courtroom Renovation  
Basic Services Fee Proposal

Dear Brian,

Following you will find our fee proposal for the Jackson County Courthouse 10<sup>th</sup> Floor Courtroom Renovation. We appreciate the opportunity to provide a proposal for this important project. If you have questions or comments regarding this information, please do not hesitate to call.

## **PROJECT UNDERSTANDING**

### ***Project Description***

The proposal includes architectural design, engineering, and contract administration services for the renovation of the 10<sup>th</sup> Floor Courtroom of the Jackson County Courthouse. The County desires to upgrade the courtroom and support spaces to be ADA compliant for the circuit court judge. The space includes approximately 3,500 square feet of renovation to include moderate reconfiguration of the existing space to include the courtroom; judge's chamber and ADA toilet room; support space to include 3-4 offices, coffee bar and ADA unisex toilet room; and jury room to include coffee bar and unisex toilet room.

Provisions will be incorporated for the addition of future fire sprinklers into the renovated spaces, including tapping the existing standpipe in the West Stair, providing a new sprinkler floor control assembly, and providing sprinkler piping above the renovated areas. Sprinklers will not be provided at this time. The Sprinkler valves and piping will be tested as required, and then drained, to remain dry until sprinklers are added later. Drawings will include a performance specification for the addition of dry sprinkler pipe and floor controls for future addition of sprinklers to the space.

For the purposes of this proposal, the design team estimates a construction budget of \$1,200,000 for the 10<sup>th</sup> floor. The design team estimates a budget of \$300,000 for furniture for the 1<sup>st</sup> west wing and 10<sup>th</sup> floor (reference Basic Services Fee Proposal dated November 2, 2021, for the 1<sup>st</sup> Floor, West Wing Renovation for Courts HR for basic services).

This proposal includes the following team members and roles:

SFS – Architectural and Interior Design, Furniture Design  
Antella – MEP  
LSA - Telecommunications (voice/data/CATV), Access Control and Video Surveillance  
To Be Determined – AV Design  
FSC – Fire Protection Design  
CASE – Cost Opinions

## Basic Services Fee Proposal for Jackson County Courthouse 10<sup>th</sup> Floor Courtroom

October 13, 2021, Rev December 3, 2021

Jackson County, Missouri

sfsarchitecture

### SCOPE OF WORK

#### *Basic Services*

See attached Work Plan and following:

- Design Development Phase – Kick-off/programming meeting and meeting notes; 2 courtroom layout options; DD submittal including drawings, design narrative report and cost opinion: DD review meeting and meeting notes.
- 95% Construction Documents Phase – 95% submittal including drawings, specifications, and cost opinion; review meeting and meeting notes.
- FFE – Plans, specifications, color boards or cards, cost opinion, oversight of procurement and installation.
- Bidding Phase – Bid documents submittal, preparation of bidder list and bid review, pre-bid meeting attendance.
- Construction Administration Phase – RFI responses, up to two (2) reviews of each submittal, pay application reviews, and site visits as follows:
  - Architectural – ten (10) site visits/field reports and two (2) punch lists.
  - MEP – three (3) site visits/field reports and one (1) punch list.
  - Telecom/Access Control/Video Surveillance – two (2) site visits
  - AV – one (1) site visit and one (1) punch list.
  - Fire Protection – one (1) site visit.
- Project Close Out – Record drawings.

#### *Basic Services Exclusions*

The following items are specifically excluded from the Basic Services noted above:

- Multiple designs or alternative packages.
- Civil work including site utilities and storm and sewer piping exterior to the building.
- AHU design. It is assumed the existing AHU is of sufficient capacity and will be re-used.
- Main plumbing piping design. It is assumed the main trunk is in good condition and scope of services is limited to branch piping serving renovated spaces.
- Upgrades to main distribution panels and substantial infrastructure upgrades. It is assumed the electrical distribution system is of adequate capacity to support additional power to support the renovation.
- Environmental identification and design. Front end specifications will reference building report.
- Testing, balancing, commissioning of MEP and AV systems.
- LEED or Well Building certified design and documentation.
- 3-dimensional renderings or walk-through graphics.

### SCHEDULE

The SFS Team anticipates beginning work immediately upon notice to proceed. We anticipate completion of Bid Documents per the attached proposed schedule pending timely scheduling of review meetings and receipt of review comments. Upon notice to proceed, SFS will confirm or adjust the following timelines based on coordination with the Client.

### COMPENSATION

#### *Basic Services Fees*

The SFS Team proposes to provide the above-described basic services for the lump sum fee of **One Hundred Sixty-Six Thousand One Hundred Ten Dollars (\$166,110)**.

**Basic Services Fee Proposal for Jackson County Courthouse 10<sup>th</sup> Floor Courtroom  
October 13, 2021, Rev December 3, 2021**

Jackson County, Missouri

sfsarchitecture

***Reimbursable Project Expenses***

Expenses incurred by SFS for reproduction and travel are included in the Basic Services fee. This assumes submissions to be primarily electronic in nature with minimal hard copy reproductions.

***Supplemental Project Fees***

Should additional services be required above those included in basic services above, SFS will provide a proposal for consideration and approval prior to proceeding.

***Invoicing***

Invoicing will occur monthly for services rendered and are due upon receipt.

Respectfully submitted,



Marsh K. Hoffman, AIA, LEED BD+C  
Principal



Dana Gould, AIA, LEED BD+C  
Associate

Attachments: Proposed project schedule and Work Plan with fee schedule

**AUTHORIZATION TO PROCEED**

***By signing below, it authorizes SFS Architecture to proceed with the work outlined above.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

Jackson County Courthouse 10th Floor Courtroom Renovation - Work Plan and Fee Schedule

Revised 12/3/2021

Task	Hours and Rates										Subtotal	
	PIC	\$200	Proj Mgr	\$150	Int Des	\$125	Arch	\$125	QC	\$125		
<b>WP 1: Design Development</b>												
General management, contracts	2	\$400	12	\$1,800			\$0			\$0		\$2,200
Survey and base plans		\$0	2	\$300			\$0	16	\$2,000			\$2,300
Kickoff / programming meeting, notes	2	\$400	2	\$300	2		\$250	4	\$500			\$1,450
2 options, base plans	4	\$800	4	\$600			\$0	24	\$3,000			\$4,400
Submit DD drawings, narrative		\$0	12	\$1,800	16		\$2,000	64	\$8,000			\$11,800
QC review		\$0	4	\$600			\$0		\$0	4		\$1,100
Review meeting and notes	2	\$400	2	\$300	2		\$250	4	\$500			\$1,450
<b>WP 2: Construction Documents</b>												
General management	2	\$400	12	\$1,800			\$0			\$0		\$2,200
Submit 95% drawings		\$0	4	\$600	16		\$2,000	64	\$8,000			\$10,600
Submit 95% specs		\$0	8	\$1,200	16		\$2,000	16	\$2,000			\$5,200
QC review		\$0	4	\$600			\$0		\$0	8		\$1,600
Review meeting and notes	2	\$400	2	\$300	2		\$250	4	\$500			\$1,450
Submit bid / permit documents		\$0	4	\$600	8		\$1,000	16	\$2,000			\$3,600
Fire Protection oversight		\$0	2	\$300			\$0		\$0			\$300
<b>WP 3: Bidding</b>												
General management		\$0	4	\$600			\$0		\$0			\$600
Prebid meeting, notes		\$0	2	\$300			\$0	4	\$500			\$800
Respond to bidder questions		\$0	2	\$300			\$0	8	\$1,000			\$1,300
Review bids		\$0	2	\$300			\$0	2	\$250			\$550
<b>WP 4: Contract Administration</b>												
Attend OAC mtgs & site visits		\$0	16	\$2,400	4		\$500	20	\$2,500			\$5,400
RFIs		\$0	8	\$1,200	8		\$1,000	20	\$2,500			\$4,700
Review submittals - up to 2 reviews each		\$0		\$0	16		\$2,000	20	\$2,500			\$4,500
Punch list (x2), substantial completion		\$0	8	\$1,200	8		\$1,000	16	\$2,000	2		\$4,450
Record Docs		\$0		\$0			\$0	16	\$2,000			\$2,000

expenses total for SFS: \$2,000 \$75,950

SFS FFE (7% furniture budget of \$300,000) \$21,000  
**total for SFS: \$96,950**

Jackson County Courthouse 10th Floor Courtroom Renovation - Work Plan and Fee Schedule

Revised 12/3/2021

<b>Consultants</b>									
Antella (MEP)									\$29,900
LSA (Access Control, Video Surveillance)									\$5,000
LSA (Telecom)									\$2,500
LSA (AV)									\$19,500
BDC (Structural)									\$3,500
FSC (Fire Protection)									\$8,000
CASE (Cost Estimating)									\$760
total consultants:									\$69,160

**total team:**

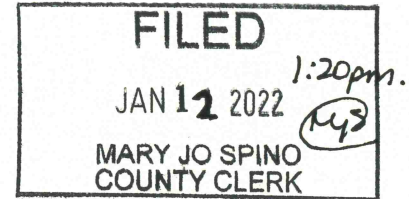
**\$166,110**







**FRANK WHITE, JR.**  
Jackson County Executive



**EXECUTIVE ORDER #22-02**

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

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

**DATE: JANUARY 12, 2022**


**RE: APPOINTMENT AND REAPPOINTMENTS TO THE PLAN COMMISSION**

I hereby make the following appointment and reappointments to the Plan Commission:

**William D. Farrar** is appointed as occasioned by the resignation of Sandy A. Querry for a term to expire December 31, 2025. A copy of Mr. Farrar's resume is attached.

**Terral (Terry) S. Akins** is reappointed for a term to expire December 31, 2025.

**Janet Mershon** is reappointed for a term to expire December 31, 2025.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

Dated: 1/12/22\_\_\_\_\_



## **William D. Farrar**

2510 Grand Blvd. Kansas City, Mo. 64108

### **PROFESSIONAL EXPERIENCE**

#### **2002-Present**

#### **Volunteer Attorney for the indigent, juveniles and the elderly.**

100 plus Wills, Durable Powers of Attorney and Living Wills.

Drafting of contracts, real estate closings, landlord/tenant trials, name changes, settling with creditors and administrating probate estates.

Traffic violations, probation violations, bond hearings and criminal trials.

Learning that Ray County needed a first chair prosecutor on three felony trials, I volunteered, sending two defendants to the Missouri Penitentiary.

I was recognized as the Missouri Bar Association recipient of the 2005 Pro Bono Attorney of the Year Award.

#### **1989-2002**

#### **Missouri Highways and Transportation Commission (MoDot)**

#### ***Trial Attorney***

Tried approximately 50 jury trials as first chair in over 20 counties in Missouri.

Authored and argued approximately 12 appellate briefs as both appellant and respondent in the Western District of Missouri Court of Appeals and Missouri Supreme Court.

Although the major emphasis was eminent domain at MoDot, all staff attorneys represented their employer in matters including, but not limited to, workers' compensation, tort litigation and contract disputes. We also worked with the right-of-way department in anticipation of acquiring needed real estate upon which to build or widen highways required title opinions. Thus prescriptive easements, abandoned railroad rights of way, cemeteries, utility easements, environmental issues and other potential clouds on title made a day interesting.

I mention this experience as it appears prudent and timely for the Truman Sports Complex to search for higher and better uses of its real estate assets and adjoining properties.

Representing the MoDot Permits Department also gave an occasional break from the courtroom. All too often abutting landowners would "break" access to our roadway without applying for a permit. I recall warning a property owner

to cease and desist or we would physically remove his illegally placed culvert from our right of way. Ignoring our repeated demands, we arrived at the site with a road grader. The landowner arrived with a shotgun. I left and returned with the Highway Patrol.

I mention this as a simple example of judiciousness over emotional response.

**1988-1989**

**Legal Aid of Western Missouri**

*Attorney*

Represented indigents in the downtown Municipal Courts and upon subsequent appeals.

**1976-1988**

**Private Practice, Kirksville, Mo.**

*Attorney*

Public defender for four years. Twenty-five jury trials.

Represented Kirksville Savings & Loan Association for 11 years.

Prepared and approved all mortgage loan documents.

Examined several hundred abstracts of title or title insurance policies to render an opinion as to fee simple and marketable title of the real estate being pledged as security.

Since the Jackson County Sports Authority has a fiduciary duty in handling all aspects of finance, my experience would be helpful.

**EDUCATION**

**University of Missouri at Kansas City School of Law**

*Masters of Law Degree in Estate Planning, 2002*

**University of Missouri at Kansas City**

*Juris Doctor, 1976*

**William Jewell College**

*B.S. in Business Administration, 1973*

**COLLEGE ACTIVITIES**

Who's Who in American Colleges and Universities, Student Senate, Band, Track Letterman, Cross Country Letterman, College Union Activities President, Freshmen Dorm President, Homecoming Co-Chairman, Board of Control, Phi Gamma Delta Fraternity Officer

## **A FINAL COMMENT**

Historically, I might appear as being underqualified if one is looking at previous years of Commissioners who have been mostly board members of major charitable or private companies. I grew up in a small town in Caldwell County, Missouri with fewer than 900 people before moving on to more cosmopolitan areas, and am comfortable with all kinds of people. I have spent my life solving problems, making important and logical decisions, and helping people. And I am a life-long Chiefs and Royals fan who has attended hundreds of games and currently enjoys my Chiefs upper-deck season tickets. I have a definite desire to do what's right for the city, its teams, and their fans.