



# County Commission

## Regular Meeting Minutes

400 East Locust Street  
Union, MO 63084  
<http://www.franklinmo.org/>

Tuesday, April 8, 2025

10:00 AM

Commission Chambers

### Opening

#### I. Call to Order

| Attendee Name                                     | Present                             | Absent |
|---|-------------------------------------|--------|
| Dave Schatz, Presiding Commissioner               | <input checked="" type="checkbox"/> |        |
| Paul Overschmidt, First District Commissioner     | <input checked="" type="checkbox"/> |        |
| Ken Cox, Second District Commissioner             | <input checked="" type="checkbox"/> |        |
| Mark Piontek, County Counselor                    | <input checked="" type="checkbox"/> |        |
| Amanda Jasper, Executive Administrative Assistant | <input checked="" type="checkbox"/> |        |
| Jeff Titter, 911/Communications Director          | <input checked="" type="checkbox"/> |        |
| Abe Cook, EMA Director                            | <input checked="" type="checkbox"/> |        |
| Lisa Smart, Recorder                              | <input checked="" type="checkbox"/> |        |
| Chuck Henderson, IT Director                      | <input checked="" type="checkbox"/> |        |
| Doug Trentmann, Collector                         | <input checked="" type="checkbox"/> |        |
| Dawn Mentz, Assessor                              | <input checked="" type="checkbox"/> |        |
| Shakara Bray, Purchasing Director                 | <input checked="" type="checkbox"/> |        |
| Jim Grutsch, Highway Administrator                | <input checked="" type="checkbox"/> |        |

#### II. Minutes Approval

##### a. April 1, 2025

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

#### III. Public Request for Discussion/Action – NONE

#### IV. Action Items

- a. COMMISSION ORDER 2025-95                      In the matter of repealing Commission Order 2025-86 and enacting in lieu thereof an order approving and authorizing the lease of one (1) Ford F-250 Truck from Enterprise for the Franklin County Commission

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |

- b. COMMISSION ORDER 2025-96 In the matter of authorizing the renewal of the purchase of uniform and towels from Unifirst for the Franklin County Highway Department

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

- c. COMMISSION ORDER 2025-97 In the matter of approving and authorizing the renewal of a service contract with Vanguard Appraisals, Inc. **(Motioned to Table, Passed 3-0)**

| Voter Name                                    | Motion | Second | Aye |
|---|--------|--------|-----|
| Dave Schatz, Presiding Commissioner           |        |        |     |
| Paul Overschmidt, First District Commissioner |        |        |     |
| Ken Cox, Second District Commissioner         |        |        |     |

- d. COMMISSION ORDER 2025-98 In the matter of awarding a contract for aggregate for the East/West District Roads to Riverstone Quarry for the Franklin County Highway Department

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

- e. COMMISSION ORDER 2025-99 In the matter of amending Commission Order 2025-63

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |

- f. COMMISSION ORDER 2025-100 In the matter of approving and authorizing execution of a subaward agreement with the University of Central Missouri for the Youth Seat Belt Enforcement Campaign

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |

- g. COMMISSION ORDER 2025-101 In the matter of approving the Consent Agenda and all items listed thereon

| Voter Name                                    | Motion                              | Second                              | Aye                                 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |

**V. Discussion Items and Reports**

- a. Elected Official and Departmental Reports (as needed)
  - ***Abe Cook gave an update on tornado damage/clean-up efforts***
- b. Commission Discussion

**VI. Years of Service – NONE**

**VII. Adjournment**

Meeting adjourned at 10:21 a.m.

| <b>Voter Name</b>                             | <b>Motion</b>                       | <b>Second</b>                       | <b>Aye</b>                          |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Dave Schatz, Presiding Commissioner           |                                     |                                     | <input checked="" type="checkbox"/> |
| Paul Overschmidt, First District Commissioner | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/> |
| Ken Cox, Second District Commissioner         |                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, April 15, 2025  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF A STOP LOSS INSURANCE POLICY  
APPLICATION FROM AUXIANT**

**WHEREAS**, Auxiant has presented the Franklin County Commission with the attached Stop Loss Insurance Policy Application (“Application”) through Standard Life/Northwind, LLC to determine the Benefit Basis conducive to Stop Loss Insurance Coverage for eligible claims expenses incurred from March 01, 2025 through February 28, 2026; and

**WHEREAS**, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to approve and authorize execution of the Application.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Stop Loss Insurance Policy Application from Auxiant through Standard Life/Northwind, LLC is hereby accepted and approved, and that Dave Schatz, Presiding Commissioner, is authorized to execute said Application for and on behalf of the County of Franklin, Missouri.

**IT IS FURTHER ORDERED** that the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**IT IS FURTHER ORDERED** that a copy of this Order and the executed Application be provided to Auxiant; Standard Life/Northwind, LLC; Rhonda Parks, Payroll Clerk; Shakara Bray, Purchasing Director; Lynne Maloney, Accounts Payable; and to Angela Gibson, Auditor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

# County of Franklin

**Contract Period: 3/1/25 through 2/28/26**

## **ADMINISTRATION**

Auxiant  
3002 Perry St  
Madison, WI 53713

## **STOP-LOSS INSURANCE/MGU**

Standard Life/Northwind, LLC

I hereby acknowledge the following particulars:

### **A. Specific Stop Loss**

The desired level of deductible is \$100,000

~~Policy will have additional limit of \$125,000.00 if continuing with aggressive wound management~~

A 12/15 contract for the policy period has been requested. The terms of this contract are for claims incurred from 3/1/25 through 2/28/26 and paid from 3/1/25 through 5/31/26. Claims incurred before 3/1/25 will not be covered by stop loss insurance. Claims not processed and funded prior to the end of the contract period will not be covered by the stop loss insurance.

Medical and Rx claims are included in the Specific coverage.

### **B. Aggregate Stop-Loss**

A 12/12 contract for the policy period has been requested. The terms of this contract are for claims incurred from 3/1/25 through 2/28/26 and paid from 3/1/25 through 2/28/26. Claims incurred before 3/1/25 will not be covered by stop loss insurance. Claims not processed and funded prior to the end of the contract period will not be covered by the stop loss insurance.

Medical and Rx claims are included in the Aggregate coverage.

### **C. Disclosure of Large Claims**

I acknowledge that, prior to the effective date of a new plan year, I have an affirmative duty to disclose to the stop loss carrier and/or managing general underwriter (a) any and all plan participants who have incurred medical claims of 50% of the specific deductible, or greater, during the current plan year and (b) any and all plan participants who, because of medical conditions, may incur medical expenses of 50% of the specific deductible. I further acknowledge that I am required to disclose (a) all COBRA participants; (b) all retirees covered by the plan and (c) any participant who will not be actively at work on the first day of the upcoming plan year, all to the best of my knowledge. I finally acknowledge that any failure to disclose any of the aforementioned plan participants may be grounds for the stop loss carrier to deny a specific or aggregate reimbursement if it could be demonstrated that I knew of any such plan participant with said conditions or, should have known or could have discovered said conditions after reasonable inquiry.

### **D. Contingencies/Auxiant Proposal Assumptions (Stop Loss Quote)**

I acknowledge that I have reviewed the contingencies in the stop loss quotation and all Auxiant proposal assumptions and realize that the terms of the stop loss insurance may be tentative until the carrier receives certain requested information.

Contingencies may require more information on participants with on-going conditions; limits on run-in claims; twelve-months of paid claims before setting final aggregate factors. These are only several examples. All stop loss contingencies and Auxiant proposal assumptions should be reviewed in detail.

### **E. Exclusions (Stop Loss Policy)**

I acknowledge that I have reviewed the stop loss policy in detail. I also acknowledge by signing this document the importance of reviewing this document due to the potential liability. I have reviewed the following particulars of the stop loss policy:

1. Specific Contract (incurred and paid dates)
2. Aggregate Premium
3. Run-in Limits
4. Exclusions/Limitations
5. Requirements, policies and procedures
6. Termination provisions
7. Premium
8. Individual Specific Deductible
9. Attachment Points
10. Minimum Aggregate
11. Minimum Specific and Aggregate premium requirements



**F. Eligibility**

I acknowledge that, as plan sponsor, I am responsible to monitoring employee eligibility, and further acknowledge that a stop loss carrier may deny a claim reimbursement if it determines the employee was not eligible to be on the health plan. I also acknowledge that the carrier has provisions in the stop loss policy that allow a change in premium or the aggregate factors based upon certain formulas when a reduction in employee lives on the medical plan occur.

**G. Plan Document**

I acknowledge that the stop loss policy only covers benefits authorized by the plan document, and any claims authorized to be paid outside the plan document by the employer, will not be covered by stop loss insurance. I also have reviewed the stop loss policy to make sure that the plan design incorporates any restrictions or limitations that are found in the stop loss policy. I also understand that the stop loss policy may incorporate exclusions that may eliminate coverage for benefits that are authorized by the plan document. I understand that it is important to review the stop loss coverage exclusions when considering policy coverage.

I acknowledge that all of the above have been reviewed with me and that my decision is based on my analysis of the various risk and reward factors.

I hereby authorize placement of my stop loss coverage on the above-described basis.

Plan Sponsor: County of Franklin

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Plan Administrator: Scott Bellefeuille, Auxiant

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Broker: Jeff Wilson, Wilson & Company, Inc.

By: Jeffrey T. Wilson Date: 02/28/2025  
Title: Agent/Broker



Independent Solutions > Real Results

---

## HOLD HARMLESS AGREEMENT PLACEMENT OF STOP-LOSS INSURANCE

Auxiant is in the practice of assisting our clients in placing their stop loss coverage. The placing of stop loss is very complicated and can be risky. The placement of stop loss has many requirements that, if not done properly, thoroughly or on a timely basis, can put the client at risk. Examples of these requirements are; disclosure, large case management (LCM), 50% of the specific deductible and early claim notifications, transplant, eligibility, reporting, and over all claim administration duties. These are some examples and there are many more. To get a full list, please refer to the stop loss policy. Carriers will also only release renewal or other plan administration information to the entity that placed the business based upon HIPAA requirements/risks.

Based upon the fact that Auxiant didn't place the stop loss, **County of Franklin** will hold Auxiant harmless on any stop loss issues or problems that develop due to the placement of the stop loss. Some examples of possible issues are but are not limited to include disclosure issues, requirements of the stop loss carrier that are not communicated to Auxiant and other stop loss related issues. **County of Franklin** understands this risk and by signing below agrees to hold Auxiant harmless on any stop loss issues or problems that develop due to the placement of the stop loss.

Client Name: County of Franklin

Carrier/MGU Name: Standard Life/Northwind, LLC

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, April 15, 2025  
Contract/Agreements

**A PROCLAMATION RECOGNIZING APRIL 13<sup>TH</sup>  
THROUGH 19<sup>TH</sup>, 2025, AS NATIONAL PUBLIC  
SAFETY TELECOMMUNICATORS WEEK**

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs that prompt response of law enforcement officers, firefighters and emergency medical personnel is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our law enforcement officers and firefighters and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Franklin County 911 Center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the Franklin County 911 Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**THEREFORE BE IT RESOLVED** that the County Commission of the County of Franklin, Missouri declares the week of April 13 through 19, 2025, to be National Public Telecommunicators Week in the County of Franklin, Missouri in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District



## COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, April 15, 2025

### **IN THE MATTER OF DISTRIBUTING FUNDING FROM THE OPIOID SETTLEMENT FUND TO THE SHERIFF OF FRANKLIN COUNTY, MISSOURI FOR ASSISTANCE WITH OPIOID PREVENTION**

### **IN THE MATTER OF APPROVING AND AUTHORIZING THE DISTRIBUTION OF FRANKLIN COUNTY OPIOID SETTLEMENT FUNDS**

**WHEREAS**, the County of Franklin, Missouri, has incurred financial losses to combat the harms of the opioid epidemic including, but not limited to, costs for law enforcement; prosecution; public safety; incarceration; medical care; addiction treatment; counseling and withdrawal services; family protective services; social services; and coroner services due to the misbranding and overabundance of opioids; and

**WHEREAS**, on January 29, 2019, Franklin County filed a Petition against manufacturers; distributors; pharmacies; pharmacy benefit managers; and physicians legally responsible for the wrongful distribution of prescription opiates and damages caused thereby (the "Defendants") captioned *Jefferson County et al. v. Donnie E. Williams, M.D., et al.*, No. 1922-CC00203 (the "Petition"), asserting six causes of action relating to the alleged manufacture, promotion, distribution, monitoring, and/or sale of opioid products, including claims of public nuisance, negligence per se-illegal diversion, negligence, fraud in the omission, fraud, and negligent misrepresentation; and

**WHEREAS**, on July 24, 2019, Franklin County's claims were severed from the Petition and remanded to the Missouri Circuit Court, Twenty-Second Judicial Circuit, St. Louis City; and

**WHEREAS**, on October 21, 2019, Franklin County, joined by Jefferson County, filed an Amended Petition against the Defendants captioned *Jefferson County et al. v. Donnie E. Williams, M.D., et al.*, No. 1922-CC00203-01 (the "Amended Petition") seeking damages for reimbursement of expenses for the provision of governmental services expended to combat the harms of the opioid epidemic; and

**WHEREAS**, on December 20, 2019, Franklin County's claims were further severed and transferred to the Missouri Circuit Court, Twentieth Judicial Circuit, Franklin County, and assigned case number 20AB-CC00006; and

**WHEREAS**, Franklin County has received Opioid Settlement Funds to abate public costs expended fighting the opioid epidemic and for future costs to finance community efforts aimed at ending the crisis that has caused death, abuse, addiction, crime, and social and familial destruction in Franklin County; and

**WHEREAS**, narcotics detectives with the Franklin County Sheriff's Office play a critical role in ensuring public safety by focusing on prevention and working with community members, healthcare providers, and local organizations to address the root causes of opioid misuse; and

**WHEREAS**, the collaborative effort will help build a safer, more resilient community; and

**WHEREAS**, Franklin County has seen a dramatic increase in opioid abuse, which has stretched the Franklin County Sheriff's narcotics unit due to rising call volumes and the demands of outreach programs; and

**WHEREAS**, the Sheriff of Franklin County has requested an additional narcotics detective for the Sheriff's Office who will help manage the increased workload due to the increase in opioid abuse, and will help save lives by enabling earlier intervention and providing necessary resources to prevent opioid misuse before it escalates further; and

**WHEREAS**, by addressing opioid misuse proactively, we can reduce the long-term impacts of the crisis and prevent further tragedies in our County; and

**WHEREAS**, the additional detective will focus on Community Outreach and Education, Collaboration with Healthcare Providers, Data Collection and Analysis, and finally Investigation and Enforcement; and

**WHEREAS**, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to approve and authorize the distribution of Franklin County Opioid Settlement Funds to the Sheriff of Franklin County.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the distribution of Franklin County Opioid Settlement Funds is hereby approved and authorized as hereinafter set forth:

|           |                      |              |
|-----------|----------------------|--------------|
| Personnel | 15-year employee     | \$74,651.20  |
| Benefits  |                      | \$20,155.82  |
| Equipment | Vehicle/Training     | \$60,000.00  |
| Total     | 1 <sup>st</sup> Year | \$154,807.02 |

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Steven M. Pelton, Sheriff; Tim Baker, County Clerk; Angela Gibson, Auditor; Debbie Aholt, Treasurer; Rhonda Parks, Human Resources.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District

# FRANKLIN COUNTY SHERIFF'S OFFICE

STEVEN M. PELTON, SHERIFF  
TREVOR J. WILD SR, CHIEF DEPUTY



#1 BRUNS DRIVE

UNION, MO 63084

BUSINESS PHONE (636) 583-2560  
ALTERNATE PHONE (636) 583-2567  
EMERGENCY 911

Dear Commission, Auditor and Counselor.

I am writing to request the allocation of a portion of the opioid settlement funds received by Franklin County to support the salary of a dedicated narcotics detective. The opioid epidemic has caused devastating harm to our community, and it is imperative that we take proactive measures to curb further deaths and misuse of opioid drugs.

The narcotics detective will play a critical role in ensuring public safety. By focusing on prevention, the detective will work closely with community members, healthcare providers, and local organizations to address the root causes of opioid misuse. This collaborative effort will help build a safer, more resilient community.

Franklin County has seen a dramatic increase in opioid abuse, which has stretched our narcotics unit due to rising call volumes and the demands of outreach programs. The addition of a narcotics detective will help manage this workload, ensuring that our efforts to combat the opioid crisis remain effective and sustainable.

I believe this initiative will help save lives by enabling earlier intervention and providing necessary resources to prevent opioid misuse before it escalates. By addressing opioid misuse proactively, we can reduce the long-term impacts of the crisis and prevent further tragedies in our community.

Our county's strategic location, directly southwest of the St. Louis metropolitan area and near major highways, positions us to strengthen collaboration with state and federal agencies. This will allow us to address the opioid crisis more effectively, leveraging their resources and expertise.

In 2022, Franklin County reported 53 fatal drug overdoses, an 8% increase from 2021. (health.mo.gov). Nearly 70% of these deaths were caused by opioids, with fentanyl and fentanyl metabolites being the most lethal substances. The statistics highlight the severity of the crisis and underscore the urgent need for additional resources.

The narcotics detective's key responsibilities will include:



Community Outreach and Education: Leading educational programs and workshops to raise awareness about opioid misuse and available resources for prevention and treatment.

Investigation and Enforcement: Investigating cases of opioid distribution and misuse, collaborating with law enforcement agencies to enforce opioid-related laws and regulations.

Collaboration with Healthcare Providers: Partnering with healthcare professionals to identify individuals at risk of opioid misuse and ensuring they have access to the necessary support and resources.

Data Collection and Analysis: Gathering and analyzing data on opioid-related incidents to identify trends and develop targeted prevention strategies.

The opioid settlement funds present a unique opportunity to invest in lasting solutions for our community. By allocating a portion of these funds to support the salary of a narcotics detective, we can ensure that our efforts to combat the opioid crisis remain effective and sustained.

In the 2024 year I am requesting a total of (estimated depending on years of service on employee)

|           |                      |              |
|-----------|----------------------|--------------|
| Personnel | 15-year employee     | \$74,651.20  |
| Personnel | Benefits             | \$20,155.82  |
| Equipment | Vehicle/Training     | \$60,000.00  |
| Total     | 1 <sup>st</sup> year | \$154,807.02 |

After 1<sup>st</sup> year the request would just be salary and benefits. Estimated @ \$94,807.02

Thank you for considering this request. With your support, I am confident that we can make significant progress in reducing opioid-related deaths and misuse, creating a safer environment for all residents of Franklin County.

Sincerely,

Steven M. Pelton  
Franklin County Sheriff  
4/1/2025





# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, April 15, 2025  
Contract/Agreement

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF  
UMBRELLA INTERNET AUCTION AGREEMENTS WITH PURPLE WAVE, INC.**

**WHEREAS**, Franklin County, from time to time, accumulates various types of surplus property which may have value to other users; and

**WHEREAS**, as it is not feasible to continuously schedule public auctions in order to dispose of such surplus property, it is necessary to arrange for an alternate solution; and

**WHEREAS**, Purple Wave, Inc. ("Purple Wave") has agreed to authorize Franklin County to use Purple Wave's website as an online auction platform where Purple Wave will list Franklin County's surplus property, as shown in the Umbrella Internet Auction Agreements ("Agreements") attached hereto and incorporated herein by reference as if fully set forth; and

**WHEREAS**, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to approve and authorize execution of the Agreements with Purple Wave.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Umbrella Internet Auction Agreements with Purple Wave, Inc. are hereby accepted and approved, and that Dave Schatz, Presiding Commissioner, is authorized to execute said Agreements.

**IT IS FURTHER ORDERED** that the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of the County of Franklin, Missouri.

**IT IS FURTHER ORDERED** that Mandy Warnecke, Franklin County Sheriff's Office, shall serve as Purple Wave's primary point of contact on behalf of the Franklin County Sheriff's Office's surplus property.

**IT IS FURTHER ORDERED** that Michelle Patke, Franklin County Highway Department, shall serve as Purple Wave's primary point of contact on behalf of the Franklin County Highway Department's surplus property.

**IT IS FURTHER ORDERED** that Angela Gibson, Franklin County Auditor, shall serve as Purple Wave's primary point of contact on behalf of all remaining Franklin County surplus property.

**IT IS FURTHER ORDERED** that a copy of this Order and the executed Agreements be provided to Purple Wave; Michelle Patke, Highway Department; Angela Gibson, Auditor; Anne Barry, Deputy Auditor; Shakara Bray, Purchasing Director; Mandy Warnecke, Sheriff's Office; and to Jeannine Stevens, Chief Deputy County Clerk.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# UMBRELLA INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc., 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, [www.purplewave.com](http://www.purplewave.com), as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

**TERM:** The term of this Agreement shall be through the end of the calendar year of the year last signed below. In the event the Agreement is signed after September 15 in any calendar year, the term shall be the end of calendar year following the year in which this Agreement is signed.

**SELLER INFORMATION:** Customer No. (if known): 129221 Segment/Industry: Govt  
Company Name: Franklin County, MO  
Representative Name: Michelle Patke Representative Title: Administrative Manager  
Street: 400 East Locust St. Room 003A  
City: Union State: MO ZIP: 63084  
Phone: (636) 584-6264 Alt. Phone: \_\_\_\_\_ Email: mpatke@franklinmo.gov

**SETTLEMENT PAYMENT INSTRUCTIONS:** Auctioneer will distribute Auction Proceeds within 15 business days of an auction date as instructed by the Seller in the Settlement Payment Instructions.

**SELLER FEES:** Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other Govt Agency - \$100 per lot listing fee waived

|                   |
|-------------------|
| Internal Use Only |
| G                 |

**ENCUMBRANCES:** Seller owns and has the authority to sell the Property without consent of any third party and without condition. The Property is not subject to any liens or secured lines of credit. Seller will notify the Auctioneer any future encumbrance or lien on the Property prior to the start of any Auction, will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction, and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. The Seller has no recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the auction proceeds and will notify Auctioneer prior to the start of any Auction should such circumstance arise. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and listing sheets, updated Property list(s), Settlement Payment Instructions, and other addendums, if any, is the entire Agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. The representatives below have authority to commit the Parties contractually and agree to the Agreement including the Terms and Conditions on Page 2.

Seller : \_\_\_\_\_  
*Signature* *Printed* *Title* *Date*  
Auctioneer: Alan Mick Sales Coordinator  
*Signature* *Printed* *Title* *Date*



# Internet Auction Agreement Terms and Conditions

## THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

**EXCLUSIVE LISTING** Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

**USE OF WEBSITE** The Property will sell in an Internet-only auction on Auctioneer's website [www.purplewave.com](http://www.purplewave.com). The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

**TITLES** Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

**RIGHT TO POSTPONE** In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

**PROPERTY CONDITION** The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

**UNRESERVED AUCTION** The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

## THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on [www.purplewave.com](http://www.purplewave.com) or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing "paid-in-full" invoice

**SHILL BIDDING PROHIBITED** It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS** Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

**COMPENSATION** Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

**RELEASE TO BUYERS** Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

**NON-DISPARAGEMENT** Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

**JURISDICTION** This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, April 15, 2025  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF SUBAWARD AGREEMENT WITH THE  
MISSOURI DEPARTMENT OF PUBLIC SAFETY**

**WHEREAS**, the Missouri Department of Public Safety’s strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities, and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens; and

**WHEREAS**, the SFY 2025 Regional Police Training Facility Grant (RPTFG), funded by the Missouri Department of Public Safety, will provide funding for the construction of a regional police training facility; and

**WHEREAS**, the Missouri Department of Public Safety has awarded St. Louis, St. Charles, Jefferson, and Franklin Counties a total grant award in the amount of \$50,000,000.00 as shown in the Subaward Agreement attached hereto and incorporated herein by reference as if fully set forth; and

**WHEREAS**, the Franklin County Commission hereby finds and determines that it is in the best interest of Franklin County to approve and authorize execution of the Subaward Agreement with the Missouri Department of Public Safety.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Subaward Agreement with the Missouri Department of Public Safety are hereby accepted and approved and that Dave Schatz, Presiding Commissioner, is authorized to execute said Agreements and any and all documents as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of the County of Franklin, Missouri.

**IT IS FURTHER ORDERED** that a copy of this Order and the executed Subaward Agreement be provided to the Missouri Department of Public Safety; Sheriff Steve Pelton; Mandy Warnecke, Sheriff’s Office; Angela Gibson, Auditor; and to Christa Buchanan, Accounts Receivable.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District



**MIKE KEHOE**  
Governor

**MARK S. JAMES**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: (573) 751-4905  
Fax: (573) 751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

April 7, 2025

St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70,

RE: SFY 2025 Regional Police Training Facility Grant (RPTFG)  
Grant Identification Number: HB20.992BSF

Dr. Sam Page, County Executive, St. Louis County  
Mr. Steve Ehlman, County Executive, St. Charles County  
Mr. Dennis Gannon, County Executive, Jefferson County  
Mr. Dave Schatz, Presiding Commissioner, Franklin County

Thank you for your recent application submission for the SFY 2025 Regional Police Training Facility. Your application has been selected for funding in the amount of \$50,000,000.00.

The Missouri Department of Public Safety asks that all parties carefully review and sign the Subaward Agreement and initial the Articles of Agreement. By signing the Subaward Agreement and initialing each page of the Articles of Agreement you are certifying your acceptance of the award conditions. At your earliest convenience, please return the executed documents to our office via email to Joanne Talleur at [Joanne.Talleur@dps.mo.gov](mailto:Joanne.Talleur@dps.mo.gov).

Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or [Joanne.Talleur@dps.mo.gov](mailto:Joanne.Talleur@dps.mo.gov) or myself at (573) 526-9020 or [Joni.McCarter@dps.mo.gov](mailto:Joni.McCarter@dps.mo.gov).

Sincerely,

A handwritten signature in blue ink that reads "Joni McCarter".

Joni McCarter, Program Manager  
Missouri Department of Public Safety  
Office of Homeland Security





**Missouri Department of Public Safety**  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-1928 Fax: 573-751-5399

**SUBAWARD AGREEMENT**

|                             |             |
|-----------------------------|-------------|
| DATE                        | 04/07/2025  |
| GRANT IDENTIFICATION NUMBER | HB20.992BSF |

|   |                                      |               |
|---|--------------------------------------|---------------|
| SUBRECIPIENT NAME   |                                      |               |
| St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |                                      |               |
| ADDRESS   |                                      |               |
| 41 S. Central Ave   |                                      |               |
| CITY  | STATE                                | ZIP CODE      |
| St. Louis   | MO                                   | 63105         |
| TOTAL AMOUNT OF THE SUBAWARD  |                                      |               |
| \$50,000,000.00   |                                      |               |
| PROJECT PERIOD FROM   | PROJECT PERIOD TO                    | SUBAWARD DATE |
| 04/07/2025  | 06/10/2025                           | 04/07/2025    |
| PROJECT TITLE   | FUNDED BY                            |               |
| SFY 2025 Regional Police Training Facility Grant (RPTFG)  | Missouri Department of Public Safety |               |
| METHOD OF PAYMENT (Reimbursement -- Advanced)   |                                      |               |
| Reimbursement   |                                      |               |

**CONTACT INFORMATION**

| DPS GRANTS CONTACT        |  | SUBRECIPIENT PROJECT DIRECTORS |                               |
|---------------------------|--|--------------------------------|-------------------------------|
| NAME                      |  | NAME                           |                               |
| Joanne Talleur            |  | Colonel Kenneth Gregory        |                               |
| E-MAIL ADDRESS            |  | TELEPHONE                      | E-MAIL ADDRESS                |
| Joanne.Talleur@dps.mo.gov |  | (314) 615-4260                 | kgregory@stlouiscounty.mo.gov |
| TELEPHONE                 |  | NAME                           |                               |
| (573) 522-2851            |  | Bryan Ludwig                   |                               |
| PROGRAM MANAGER           |  | TELEPHONE                      | E-MAIL ADDRESS                |
| Joni McCarter             |  | (636) 949-7520                 | bludwig@sccmo.org             |

SUMMARY DESCRIPTION OF PROJECT  
The purpose of the RPTFG is to provide a grant to a nonprofit organization serving multiple counties, at least one of which is St. Louis County for the construction of a regional police training facility.

**SUBRECIPIENT AUTHORIZED OFFICIALS APPROVAL**

|  |      |  |      |
|--|------|--|------|
| TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL |      | TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL |      |
| Dr. Sam Page, County Executive                           |      | Dave Schatz, Presiding Commissioner                      |      |
| SIGNATURE OF SUBRECIPIENT                                | DATE | SIGNATURE OF SUBRECIPIENT                                | DATE |
| TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL |      | TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL |      |
| Dennis Gannon, County Executive                          |      | Steve Ehlmann, County Executive                          |      |
| SIGNATURE OF SUBRECIPIENT                                | DATE | SIGNATURE OF SUBRECIPIENT                                | DATE |

**SUBAWARDING AGENCY APPROVAL**

|                                      |      |                                     |
|--------------------------------------|------|-------------------------------------|
| TYPED NAME AND TITLE OF DPS OFFICIAL | DATE | SIGNATURE OF APPROVING DPS OFFICIAL |
| Mark S. James, Director              |      |                                     |

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT, THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

**General:**

1. **Governing Directives:** The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “RPTFG Notice of Funding Opportunity”, the “DPS Financial and Administrative Guide”, and other applicable state laws or regulations.
2. **Non-Supplanting:** The subrecipient assures that state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
3. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the ‘My Profile’ module, ‘Contact Information’ component, and/or ‘Budget’ component within WebGrants. The notification shall be sent through the ‘Subaward Adjustment’ component of WebGrants and complete a program revision with the appropriate information (hire date, salary, and job requirements).
4. **Subaward Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the ‘Subaward Adjustment’ component of WebGrants.
5. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
6. **Criminal Activity:** The subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual’s employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
7. **Reporting Potential Fraud, Waste, and Abuse:** The subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient

AUTHORIZED OFFICIALS INITIALS

|  |   |
|--|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility<br>(RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF  | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

must promptly refer to the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- a. Submitted a claim that violates the False Claims Act; or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)  
Fax: (573)751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

8. **Lobbying:** The subrecipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
9. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Missouri Department of Public Safety or other agency authorized to receive such information.

In accepting this subaward, the subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds, will provide prompt written notification to the Missouri Department of Public Safety,

|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

10. **Fair Labor Standard Act:** [29 CFR Part 570](#). All subrecipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
11. **Employment of Unauthorized Aliens:** Pursuant to [Section 285.530.1 RSMo](#), the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
12. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc. In accordance with [Sections 285.525 to 285.550, RSMo](#), a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**Civil Rights:**

1. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

**Financial:**

1. **Fund Availability:** The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. Subrecipient further understands and agrees that neither the Missouri Department of Public Safety nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds, insufficient appropriations, or withholdings.
2. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed and initialed by all parties and returned to the Missouri Department of Public Safety for final review and signature by the Director or his designee.
3. **Allowable Costs:** The subrecipient understands that only allowable items in the approved budget will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than June 10, 2025, as identified in the "RPTFG Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition, in accordance with all applicable laws including Chapter 34, RSMo. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines".
7. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.



|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

8. **Buy Missouri:** The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
  
9. **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
  
10. **Audit:** The subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$500,000 or more is expended by the subrecipient. The subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if they have met the requirements to have an audit.
  
11. **Suspension/Termination of Award:** The Missouri Department of Public Safety reserves the right to terminate this agreement at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.  
  
In the event the agreement is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the awarded funds remaining or an amount equal to the portion of the award funds wrongfully used.
  
12. **Enforceability:** If a subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds subawarded under the subaward or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of funds available under all applicable state and federal laws.

**DPS Grants - Specific:**

By accepting this subaward, the subrecipient agrees:

|   |
|---|
| AUTHORIZED OFFICIALS INITIALS<br><br><br> |
|---|

|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

1. Status reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
2. Compliance training; as a subrecipient of state funds, the subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-subaward information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. Expenditures for contractual expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. Prior to submitting any request for payment pursuant to this Agreement, subrecipient shall submit documentation showing to Department of Public Safety's satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement and the Legislation. Such documentation shall include, but is not limited to, contract(s) entered into by subrecipient, or agreements between the Subrecipient or contractors, for the work.
6. Subrecipient shall submit invoices or other forms of requests or payment to the Missouri Department of Public Safety as directed. Subrecipient may request payment of Appropriation funds in installments, after work to be funded by the Appropriation is performed or goods are received, but no more than monthly. Each invoice or request for payment shall be accompanied by supporting documentation showing to the satisfaction of the Missouri Department of Public Safety what materials or services subrecipient is requesting reimbursement for, including, but not limited to, a copy of invoice(s) from subrecipient's contractor(s) and if payment has already been made, evidence of payment.
7. Subrecipient understands and agrees that the Appropriation amount may be reduced unilaterally by the Missouri Department of Public Safety or the State of Missouri due to unavailability of funds or reduced appropriation authority, including, but not limited to,

|   |
|---|
| AUTHORIZED OFFICIALS INITIALS<br><br><br> |
|---|

|   |   |
|---|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility (RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as predecessors in interest to a to-be-formed Intergovernmental Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF   | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

withholdings made pursuant to MO. Const. Art.IV, sec. 27. Subrecipient further understands and agrees that neither the Missouri Department of Public Safety nor that State of Missouri shall be liable for any costs, injuries, or other damages caused by or related to a lack of funds, insufficient appropriations, or withholdings.

8. Because the construction of the Regional Police Training Facility involves the use of public funds, subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, section 290.210 to 290.340, RSMo, if the construction of the Regional Police Training Facility constitutes a "public work" under section 290.210(9), RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in section 290.210(8), RSMo.
9. Neither the Missouri Department of Public Safety nor the State of Missouri is or shall be a party to any contract entered into by subrecipient using Appropriation funds, and neither the Department of Public Safety nor the State of Missouri shall be subject to any obligations, liabilities, or agreements to the contractor or any other party as a result of such contract or this Agreement.
10. Subrecipient agrees to waive, release, indemnify and hold harmless the Department of Public Safety and the State of Missouri from all liabilities, charges, expenses, to include attorney fees, and any costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and any construction of the Regional Police Training Facility funded in whole or in part from the Appropriation.
11. To follow the grant program guidelines as stated in the DPS Administrative Guide for DPS Grants, as well as Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the DPS Grant programs.
12. In the event the Missouri Department of Public Safety determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient's acceptance of the changes to the subaward.
13. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this subaward.

|   |
|---|
| AUTHORIZED OFFICIALS INITIALS<br><br><br> |
|---|

|  |   |
|--|---|
| GRANT PROGRAM<br>SFY 2025 Regional Police Training Facility<br>(RPTFG) | SUBRECIPIENT<br>St. Louis, St. Charles, Jefferson and Franklin Counties as<br>predecessors in interest to a to-be-formed Intergovernmental<br>Commission being created pursuant to chapter 70, RSMo |
| AWARD NUMBER<br>HB20.992BSF  | DATE<br>04/07/2025  |

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

AUTHORIZED OFFICIALS INITIALS



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, April 15, 2025  
Report

**IN THE MATTER OF  
APPROVING THE CONSENT  
AGENDA AND ALL THE  
ITEMS LISTED THEREON**

**WHEREAS**, in the course of the daily operation of county government certain routine actions are necessary; and

**WHEREAS**, certain of the routine items referred to above involve either the issuance of licenses, the receipt of funds or the authorization of accounts payable and/or abstract of fees; and

**WHEREAS**, the approval of such routine matters can be approved through the use of a "Consent Agenda"; and

**WHEREAS**, in order to afford a better record of what has been approved through the use of the Consent Agenda it has been determined that it would be appropriate to pass a commission order weekly which approves all items contained in the Consent Agenda.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County that the Consent Agenda for April 15, 2025, addressing the below listed items is hereby approved, to wit:

**Abstract of Fees:**

Building Department Fees – March 2025

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



**BUILDING DEPARTMENT'S MONTHLY REPORT**  
**FUND 450**

REPORT FOR MONTH OF MARCH 2025 OF RECEIPTS  
GIVEN TO THE FRANKLIN COUNTY TREASURER

Receipts:

|                   |                    |    |           |
|-------------------|--------------------|----|-----------|
| 450-000-342-17-00 | Sale of Books      | \$ | 0         |
| 450-000-342-28-00 | Review/Permit Fees | \$ | 46,650.36 |
| 450-000-369-10-00 | Forfeited Escrow   | \$ | 2,400.00  |
| 450-000-369-10-00 | Miscellaneous      | \$ | 307.82    |
| Total Receipts:   |                    | \$ | 49,358.18 |

Less Disbursements:

|                   |                         |    |           |
|-------------------|-------------------------|----|-----------|
| 450-661-110       | Refunds                 | \$ | 0         |
| 450-632-580-14-00 | Miscellaneous           | \$ | 0         |
| 450-632-580-11-00 | Ending Receipts Balance | \$ | 49,358.18 |

COPY OF REGISTER OF RECEIPTS GIVEN TO THE TREASURER ATTACHED