



# County Commission

## Regular Meeting Minutes

400 East Locust Street

Union, MO 63084

<http://www.franklinmo.org/>

Tuesday, June 24, 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"/>	
Tim Baker, Clerk	<input checked="" type="checkbox"/>	
Abe Cook, EMA Director	<input checked="" type="checkbox"/>	
Jeff Titter, 911/Communications Director	<input checked="" type="checkbox"/>	
Angela Gibson, Auditor	<input checked="" type="checkbox"/>	
Anne Barry, Deputy Auditor	<input checked="" type="checkbox"/>	
Chuck Henderson, IT Director	<input checked="" type="checkbox"/>	
Bruce Baker, Maintenance Director	<input checked="" type="checkbox"/>	
Jim Grutsch, Highway Administrator	<input checked="" type="checkbox"/>	
Cpt. Michael Lohden	<input checked="" type="checkbox"/>	
Major TJ Wild	<input checked="" type="checkbox"/>	

#### II. Minutes Approval

##### a. June 17, 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"/>

##### b. June 18, 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 2025-159 In the matter of amending Commission Order 2025-148

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 2025-160 In the matter of refunding over-plus on land sale back taxes to 2020 JCW Franklin LLC

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 2025-161 In the matter of adjustment of tax charges, for March, on personal property tax book for the year 2024 & prior to Doug Trentmann, Collector of Revenue for Franklin County

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"/>

- d. COMMISSION ORDER 2025-162 In the matter of adjustment of tax charges, for April, on personal property tax book for the year 2024 & prior to Doug Trentmann, Collector of Revenue for Franklin County

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 2025-163 In the matter of finding certain equipment as surplus to the needs of Franklin County and further authorizing the disposal of such

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 2025-164 In the matter of approving and authorizing the disposal and disposition of certain state or local records

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 2025-165 In the matter of approving and authorizing execution of a Multi-Jurisdictional Mutual Aid Agreement with the City of Sullivan

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"/>

- h. COMMISSION ORDER 2025-166 In the matter of approving and authorizing execution of a grant application for federal/state public assistance

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"/>

- i. COMMISSION ORDER 2025-167 In the matter of approving and authorizing execution of an Intergovernmental Agreement between the County of Franklin and the City of Washington for the Cost-Share of a portion of the Highway 47 project

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"/>

- j. COMMISSION ORDER 2025-168 In the matter of extending a Subrecipient Contract between the County of Franklin, Missouri and Turning Point Advocacy Services

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"/>

- k. COMMISSION ORDER 2025-169 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) – **NONE**
- b. Commission Discussion – **NONE**

**VI. Years of Service / Retirement Recognition**

- a. Courtney Diener, Sheriff's Office – 5 Years of Public Service
- b. Deputy James Guenzler, Sheriff's Office – 5 Years of Public Service
- c. Corporal John Paul, Sheriff's Office – 25 Years of Public Service

**VII. Adjournment**

Meeting adjourned at 10:18 a.m.

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"/>



# County Commission

400 East Locust Street

Union, MO 63084

<http://www.franklinmo.org/>

## WORKSHOP Meeting Minutes

Thursday, June 26, 2025

10:00 AM

Commission Chambers

### 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"/>	
Tim Baker, Clerk	<input checked="" type="checkbox"/>	
Lisa Smart, Recorder	<input checked="" type="checkbox"/>	
Angela Gibson, Auditor	<input checked="" type="checkbox"/>	
Jeff Titter, 911/Communications Director	<input checked="" type="checkbox"/>	
Jim Grutsch, Highway Administrator	<input checked="" type="checkbox"/>	
Shakara Bray, Purchasing Director	<input checked="" type="checkbox"/>	
Meagan Johnson, Purchasing Dept	<input checked="" type="checkbox"/>	
Cpt. Scott Duck, Sheriff's Department	<input checked="" type="checkbox"/>	

### II. Discussion

- a. Review of the Tuesday, July 1, 2025, Commission Meeting Agenda (3<sup>rd</sup> Term of Court) including the following Commission Order requests:

1. Petition for Vacation of Road (Brick Church Rd/Shadowbrook Estates)
2. Award bid for Full-Size SUV to Don Brown Chevrolet for the Franklin County Sheriff's Office
3. 60-month lease with GFI Digital for a Sharp Copier for the Recorder of Deeds Office
4. Consent Agenda: Prosecuting Attorney Fees – May 2025  
Recorder of Deed Fees – May 2025

- ***A review and discussion were held; all items will be moved to the agenda for the Commission Meeting scheduled for July 1, 2025.***
- ***Angela Gibson, Auditor, asked for clarification on funding for the Cost-Share project with the City of Washington and the purchase of a tractor.***

- ***Jeff Titter, 911/Communications Director, advised the Commission that the AC is not working adequately in Dispatch and they currently having it looked at.***

### **III. Adjournment**

Meeting adjourned at 10:36 a.m.



## COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, July 1, 2025  
Road Vacation

### IN THE MATTER OF ACCEPTING AND APPROVING A PETITION FOR VACATION OF ROAD

**WHEREAS**, pursuant to Section 71.270, RSMo. 2000, on the 1<sup>st</sup> day of July 2025, Timothy R. Hymer and Stacy A. Hymer, Michael Davis and Nicole Davis f/k/a Nicole M. Pfeffer, and Patrick Bundy and Suzanne Bundy ("Petitioner"), property owners of certain tracts lying on both sides of the below described roadway, submitted to the Franklin County Commission a Petition for Vacation of Road ("Petition") for the vacation and abandonment of the road described as follows:

All that part of Brick Church Road (40 feet wide) located within Shadowbrook Estates, a subdivision being part of Southwest frcl. Section 35 and part of U.S. Survey #976, Township 44 North, Range 1 East of the 5<sup>th</sup> P.M. as per plat of record in Plat Book P, page 874 in the office of the Recorder of Deeds, the North line of which is described as follows: Beginning at a point South 86 degrees 41' 31" West 134 feet from the Southeast corner of Lot 1 of Shadowbrook Estates, thence continue South 86 degrees 41' 31" West 187.66 feet to a point, thence North 28" 00' 00" West 21.59 feet, thence South 62 degrees 43' 00" West 65 feet, thence South 79 degrees 49' 00" West 157.30 feet, thence North 86 degrees 00' 00" West 118 feet to the point of ending.

As shown on Exhibit A attached hereto and by the reference incorporated herein.

**WHEREAS**, on or before June 13, 2025, being not less than 15 days prior to the First Term of Court of the Franklin County Commission where the Petition will be presented, Petitioners posted the Notice of Filing of Petition for Vacation of Subdivision Road ("Notice") in five (5) public places within Franklin County, and mailed a copy of said Notice to residents of adjoining lots and utility providers in the area of the road to be vacated, as shown in the Affidavit attached hereto and incorporated herein by reference; and

**WHEREAS**, Petitioners pray that the aforementioned road be vacated and abandoned to the owners of the adjoining land and that the order of such vacation be filed with the Franklin County Recorder of Deeds pursuant to Section 71.270, RSMo. 2000; and

**WHEREAS**, based upon the review of the Petition, the Franklin County Commission, being fully advised in the premises, does hereby find and determine that it is just to vacate the hereinbefore described road.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the road, as legally described in the attached Petition and depicted in the attached Exhibit A, is hereby vacated and the lots and roads are returned to the original tract.

**IT IS FURTHER ORDERED** that it shall be the responsibility of the Petitioners to file the original with the office of the Franklin County Recorder of Deeds.

**IT IS FURTHER ORDERED** that a copy of this Order and the Petition be provided to the Petitioners; Attorney Tim Melinbrink; Tim Baker, County Clerk; Jim Grutsch, Highway Administrator; Lisa Smart, Recorder of Deeds; Scottie Eagan, Planning & Zoning Director; Curtis Ellison, GIS Technician; Crystal Holdmeier, Planning and Zoning; Dawn Mentz, Assessor; and to Doug Trentmann, Collector of Revenue.

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Presiding Commissioner

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

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



HANSEN, STIERBERGER, DOWNARD, SCHROEDER, & HEAD, LLC

ATTORNEYS AT LAW  
THE OLD POST OFFICE  
315 EAST MAIN STREET  
UNION, MISSOURI 63084

TELEPHONE  
(636) 583-5118  
FACSIMILE  
(636) 583-5110

CHARLES E. HANSEN (1929-1995)  
E. A. STIERBERGER (1933-2005)  
JONATHAN L. DOWNARD \*\*  
MATTHEW A. SCHROEDER \*  
JUSTIN E. HEAD \*\*\*

-----  
TIMOTHY J. MELENBRINK \*  
(Of Counsel)

June 9, 2025

Mr. Tim Baker  
Franklin County Clerk  
400 E Locust Room 201  
Union, MO 63084

HAND DELIVERED

Re: Vacation of Street

Dear Mr. Baker:

Pursuant to Section 71.270, RSMo. and on behalf of my client, Timothy R. Hymer I am writing to ask that you place the issue of vacation of a portion of a street in Shadowbrook Estates on the agenda of the Commission for the meeting, Tuesday, July 1st. I would appreciate if you would acknowledge receipt of this letter and the fact that the matter will be on the agenda for that day. Pursuant to Section 71.270, RSMo, we will have proofs of posting of Notices in five (5) public places within the County and proof of mailings to the utilities serving the affected area. If there is anything else that the Commission needs before the meeting, please feel free to contact me. Thank you very much for your attention and cooperation.

Sincerely,

  
Timothy J. Melenbrink

PETITION FOR VACATION OF ROAD

STATE OF MISSOURI     )  
                                  ) ss     IN THE COUNTY COMMISSION OF FRANKLIN  
COUNTY OF FRANKLIN )     COUNTY, MISSOURI

Comes now Timothy R. Hymer and Stacy A. Hymer, Michael Davis and Nicole Davis f/k/a Nicole M. Pfeffer\* and Patrick Bundy and Suzanne Bundy, of 504 Brick Church Road, Labadie, Missouri, 63055, property owners of land lying on either side of the hereinafter described street and, pursuant to Section 71.270, RSMo 2000, hereby make application for the vacation and abandonment thereof.

1. The location and course of said street is described as follows:

**All that part of Brick Church Road (40 feet wide) located within Shadowbrook Estates, a subdivision being part of Southwest frcl. Section 35 and part of U.S. Survey #976, Township 44 North, Range 1 East of the 5<sup>th</sup> P.M. as per plat of record in Plat Book P, page 874 in the office of the Recorder of Deeds, the North line of which is described as follows: Beginning at a point South 86° 41' 31" West 134 feet from the Southeast corner of Lot 1 of Shadowbrook Estates, thence continue South 86° 41' 31" West 187.66 feet to a point, thence North 28" 00' 00" West 21.59 feet, thence South 62° 43' 00" West 65 feet, thence South 79° 49' 00" West 157.30 feet, thence North 86° 00' 00" West 118 feet to the point of ending.**

**As shown on Exhibit A attached hereto and by this reference incorporated herein.**

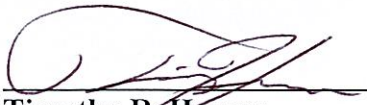
2. Said property lies outside the limits of any incorporated town, village or city in Franklin County, Missouri.

3. Attached hereto, and incorporated herein by this reference, is an Affidavit of Posting of Notices in Five (5) public places in the County including a copy of the Notice of Filing of Petition for Vacating of Subdivision Streets.

4. Attached hereto, and incorporated herein by this reference, is proof of mailing of a copy of said Notice to residents of adjoining lots and utility providers in the area of the street to be vacated.


WHEREFORE, Petitioners pray that the aforementioned street be vacated and abandoned to the owners of the adjoining land and that the order of such vacation be filed with the Franklin County Recorder of Deeds pursuant to Section 71.270, RSMo 2000.

Respectfully submitted,



---

Timothy R. Hymer

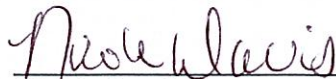


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Stacy A. Hymer

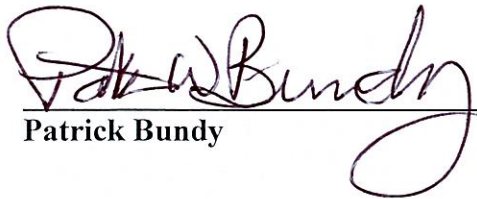
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Michael Davis



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Nicole Davis\*



---

Patrick Bundy



---

Suzanne Bundy





## NOTICE OF FILING OF PETITION FOR VACATION OF ROAD

Notice is hereby given that a Petition for Vacation of Road will be made to the County Commission of Franklin County, Missouri on July 1, 2025 by Timothy R. Hymer and Stacy A. Hymer, Michael Davis and Nicole Davis f/k/a Nicole M. Pfeffer\* and Patrick Bundy and Suzanne Bundy, of 504 Brick Church Road, Labadie, Missouri, 63055, property owners of land lying on either side of the hereinafter described road. The purpose of said Petition is to seek vacation of said road as allowed by Section 71.270, RSMo 2000. The location and course of said road is described as follows:

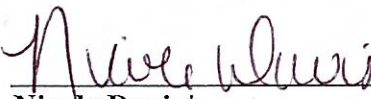
All that part of Brick Church Road (40 feet wide) located within Shadowbrook Estates, a subdivision being part of Southwest frcl. Section 35 and part of U.S. Survey #976, Township 44 North, Range 1 East of the 5<sup>th</sup> P.M. as per plat of record in Plat Book P, page 874 in the office of the Recorder of Deeds, the North line of which is described as follows: Beginning at a point South 86° 41' 31" West 134 feet from the Southeast corner of Lot 1 of Shadowbrook Estates, thence continue South 86° 41' 31" West 187.66 feet to a point, thence North 28" 00' 00" West 21.59 feet, thence South 62° 43' 00" West 65 feet, thence South 79° 49' 00" West 157.30 feet, thence North 86° 00' 00" West 118 feet to the point of ending.

As shown on Exhibit A attached hereto and by this reference incorporated herein.

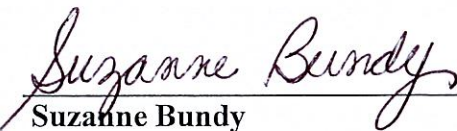
  
\_\_\_\_\_  
Timothy R. Hymer

  
\_\_\_\_\_  
Stacy A. Hymer

\_\_\_\_\_  
Michael Davis

  
\_\_\_\_\_  
Nicole Davis\*

  
\_\_\_\_\_  
Patrick Bundy

  
\_\_\_\_\_  
Suzanne Bundy





**AFFIDAVIT**

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF FRANKLIN )

Re: Petition for Vacation of a Road concerning the following property:

**All that part of Brick Church Road (40 feet wide) located within Shadowbrook Estates, a subdivision being part of Southwest frcl. Section 35 and part of U.S. Survey #976, Township 44 North, Range 1 East of the 5<sup>th</sup> P.M. as per plat of record in Plat Book P, page 874 in the office of the Recorder of Deeds, the North line of which is described as follows: Beginning at a point South 86° 41' 31" West 134 feet from the Southeast corner of Lot 1 of Shadowbrook Estates, thence continue South 86° 41' 31" West 187.66 feet to a point, thence North 28" 00' 00" West 21.59 feet, thence South 62° 43' 00" West 65 feet, thence South 79° 49' 00" West 157.30 feet, thence North 86° 00' 00" West 118 feet to the point of ending.**

On this 13<sup>th</sup> day of JUNE, 2025, before me personally appeared Timothy R. Hymer to me personally known, who being by me duly sworn according to law deposeth:

That, as required by Section 71.270 R.S.Mo., pertaining to notices of petition to vacate a street, a writing in words & figures identical to the notice of filing attached hereto was placed at the following five (5) locations within Franklin County, Missouri on June 12, 2025, being not less than 15 days prior to the term of the commission that the Petition will be presented and that a copy of the Notice of filing was also sent, registered or certified, marked "Deliver to Addressee Only", "Return Receipt Requested", with postage prepaid, and by regular mail with postage prepaid, to the following residents and utility providers, which provide services in the area of the street in question at the addresses shown:

Schnucks, 401 Central Avenue, Union, Mo. 63084	June <u>13</u> , 2025
Dickey Bub, 1 Union Village Shopping Center, Union, Mo. 63084	June <u>12</u> , 2025
Sullivan Bank, 351 S. Oak Street, Union, Mo. 63084	June <u>12</u> , 2025
Union City Hall, 500 Locust Street, Union, Mo. 63084	June <u>12</u> , 2025
Imo's Pizza, 1612 Denmark Road, Union, Mo. 63084	June <u>12</u> , 2025

Bethel of Labadie Cemetery c/o Emmett Becker, 2179 Becker Rd, Labadie, Mo. 63055  
Jonathan P. Collins and Jaime R. Collins, 331 Shadowbrook Dr, Labadie, Mo. 63055  
Mario L. Cattinari, 348 Shadowbrook Dr, Labadie, Mo. 63055  
Richard Cattinari and Elizabeth Cattinari, 342 Shadowbrook Dr, Labadie, Mo. 63055  
Susan Zurick, 334 Shadowbrook Dr, Labadie, Mo. 63055  
Denise E. Deavenport, 316 Shadowbrook Dr. Labadie, Mo. 63055  
Angela A. Fink and Kenneth D. Fink, 304 Shadowbrook Dr, Labadie, Mo. 63055

Ameren UE-Missouri, 1901 Chouteau Ave., St. Louis, Mo. 63103  
AT & T, 1 Bell Center Ste 4200, St. Louis, Missouri 63101  
Public Water District #3, 150 Old Hwy 100, Villa Ridge, Mo. 63089  
Spectrum, 12405 PowersCourt Drive, St. Louis, Mo. 63130

Further affiant sayeth not.

  
\_\_\_\_\_  
Timothy R. Hymer



Subscribed and sworn to before me the day and year first above written.

---

Notary Public



9589 0710 5270 1838 7567 77

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Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	\$4.10
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Denise E. Ooavenport  
Street and Apt. No., or PO Box No. 316 Shadowbrook Dr  
City, State, ZIP+4® Labadie, MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Angela A Fink & Kenneth D. Fink  
Street and Apt. No., or PO Box No. 304 Shadowbrook Dr  
City, State, ZIP+4® Labadie, MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Jonathan P. Collins and Jamie R. Collins  
Street and Apt. No., or PO Box No. 331 Shadowbrook Dr  
City, State, ZIP+4® Labadie, MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Labadie, MO 63055

Certified Mail Fee	\$4.85
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Mario L. Cattinari  
Street and Apt. No., or PO Box No. 348 Shadowbrook Dr  
City, State, ZIP+4® Labadie, MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Labadie, MO 63055

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	\$4.10
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Susan Zarick  
Street and Apt. No., or PO Box No. 334 Shadowbrook Dr  
City, State, ZIP+4® Labadie, MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$7.68

Sent To AT+T

Street and Apt. No., or PO Box No.  
1 Bell Center Ste 4200  
City, State, ZIP+4®  
St. Louis MO 63101

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Saint Louis, MO 63130

Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Spectrum

Street and Apt. No., or PO Box No.  
12405 Powers Court Drive  
City, State, ZIP+4®  
St. Louis MO 63130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Villa Ridge, MO 63089

Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Public Water DBand #3

Street and Apt. No., or PO Box No.  
150 Old Hwy 100  
City, State, ZIP+4®  
Villa Ridge MO 63089

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Saint Louis, MO 63103

Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To AmerenUE Missouri

Street and Apt. No., or PO Box No.  
1901 Chouteau Av  
City, State, ZIP+4®  
St. Louis MO 63103

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Labadie, MO 63055

Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Richard Cattinani + Elizabeth Cattinani

Street and Apt. No., or PO Box No.  
342 Shadowbrook Dr  
City, State, ZIP+4®  
Labadie MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
Labadie, MO 63055

Certified Mail Fee \$4.85  
\$4.10  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To Bethel of Labadie Cemetery & Emmett Beck

Street and Apt. No., or PO Box No.  
2179 Becker Rd  
City, State, ZIP+4®  
Labadie MO 63055

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions





## COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, July 1, 2025  
Bid Award

**IN THE MATTER OF AWARDING THE BID FOR  
FULL-SIZE SUV TO DON BROWN CHEVROLET  
FOR THE FRANKLIN COUNTY SHERIFF'S OFFICE**

**WHEREAS**, a Public Notice to Bidders asking for sealed bids for Full-Size SUV was published in the Washington Missourian May 28, 2025, edition for receipt by June 12, 2025; and

**WHEREAS**, one (1) bid was received from Don Brown Chevrolet; and

**WHEREAS**, after due deliberation and consideration, it is the recommendation of the Franklin County Purchasing Department that the contract for Full-Size SUV be awarded to the lowest and most responsive bidder, Don Brown Chevrolet; and

**WHEREAS**, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to award the bid for Full-Size SUV to Don Brown Chevrolet.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the contract for Full-Size SUV is hereby awarded to Don Brown Chevrolet and that Detective Kyle Kitcher is authorized to execute 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 be provided to Don Brown Chevrolet; Det. Kyle Kitcher; Sheriff Steve Pelton; Mandy Warnecke, Sheriff's Office; Shakara Bray, Purchasing Director; Meagan Johnson, Purchasing; Lynne Maloney, Accounts Payable; and to Angela Gibson, Auditor.

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Presiding Commissioner

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

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

## Commission Oder Precertification Form

Please return this completed form to the Purchasing Department to make a request for solicitation, contract, or contract renewal for the expenditure of funds.

Date: 6-13-2025

Official/Appointed Requestor: Shakara Bray

Name of item/service requesting: Award Don Brown Chevrolet the bid  
2025-19 Full size SUV. re: CO 2025-123 Narcotics K9 PR Deputy Position

(Proposed specifications/contract documents/quotes should be attached to form)

Budget Information: List the account(s) and estimated amount(s) used to make the purchase.

Account	Estimated Amount
620-385-685.100	\$53,050.00

Auditor approval of funds: Angela Gibson Date: 6/23/2025

Purchasing Director approval: Shakara Bray Date: 6-13-2025

Circle One: Solicitation New Contract Renew Existing Signature

Attached solicitation information and no: RIB2025-19

Previous Commission Order number if applicable: \_\_\_\_\_

Cooperative Agreement Number/Information: \_\_\_\_\_

Notes See attached Solicitation info.

Date of Agenda for Commission approval: \_\_\_\_\_

(Attached is all corresponding information; signed contract, awarding vendor, required documents.)



**FRANKLIN COUNTY**  
PURCHASING DEPARTMENT

June 13, 2025

Attn:  
Franklin County Commission

RE: RFB 2025-19 Full-Size SUV for Franklin County Sheriff's Office

Dear Commissioners:

On June 12, 2025, the Purchasing Department received responses for the Request for Bid for Vehicle(s) FCSO. One response was received from Don Brown Chevrolet. Following discussion with the Franklin County Sheriff's Office, the Purchasing Department hereby recommends Don Brown Chevrolet to be awarded for RFB NO. 2025-19 Full-Size SUV for Franklin County Sheriff's Office.

Respectfully,

A handwritten signature in black ink that reads "Shakara Bray". The signature is fluid and cursive, with the first name "Shakara" being more prominent than the last name "Bray".

Shakara Bray  
Purchasing Director | Franklin County, MO.



**FRANKLIN COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2025-19

TITLE: Full-Size SUV for FCSO

Solicitation Schedule & Deadlines:

May 28, 2025	Solicitation Release/Advertising Date
June 4, 2025 10:00AM	Deadline for Submitting Questions
June 6, 2025 4:30PM	Deadline to post Addendum
June 12, 2025 2:00PM	Deadline to Submit Response
June 12, 2025 2:30 PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

June 12, 2025 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Johnson, Assistant Purchasing Agent

Phone: 636-584-6274      Email: [PURCHASING@FRANKLINMO.GOV](mailto:PURCHASING@FRANKLINMO.GOV)

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: Don Brown Chevrolet

## SUBMISSION CHECKLIST

☒ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

☒ I have read ALL Terms and Conditions and Bid documents closely

(Located at [www.franklinmo.org](http://www.franklinmo.org))

**THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE**

**\*BID MAY BE SUBMITTED ONLINE THROUGH VENDOR REGISTRY**

**USE THESE FORMS ONLY**

\_\_\_\_ Solicitation Cover page

\_\_\_\_ Contractual Terms and Conditions Acknowledgement

\_\_\_\_ Pricing Form (all pages) completed and signed

\_\_\_\_ I have one original and two copies that are labeled accordingly

\_\_\_\_ I have included contact information

\_\_\_\_ COI (Certificate of Insurance)

\_\_\_\_ Envelope is sealed and label attached

\_\_\_\_ Affidavit for Work Authorization is completed and Notarized

\_\_\_\_ Current, signed W-9 is included in solicitation packet

*If you have already submitted W-9 information through Vendor Registry, you do not have to resubmit with response. Just reference Vendor Registry.*

## **PURPOSE**

Franklin County, Mo (Sheriff's Office) is seeking bids from qualified vendors to provide Full-Size SUV(s) for law enforcement purposes that meets or exceeds the specific requirements listed below. This SUV will be able to accommodate HAVIS K-9 Transport as this will be a K-9 transport vehicle.

## **SPECIFIC REQUIREMENTS**

1. The vendor shall provide Model year 2024/2025 Mid-Sized SUV with manufacturers' standard equipment.
2. All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are specifically omitted by the request for bid specifications.
3. 6,000 lbs. minimum towing capacity.
4. All options and/or accessories must be manufacturers' original equipment. No aftermarket options and/ or accessories shall be acceptable.
5. All options must be factory installed.
6. Vehicle must be able to accommodate Havis K-9 Transport insert.
7. The Vehicle must have a standard 3 year/36,000 mile bumper to bumper limited warranty.
8. All warranty service must be performed within a 70 mile radius from the Franklin County Sheriff's Office physical location: 1 Bruns Dr. Union, Mo 63084.
9. Vehicle shall come with owner's manual.
10. Vehicle shall come with proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.
11. Vehicle shall be delivered and/or picked up within one week from award date of this bid.
12. Delivery and/or pick up specifications of the vehicle will be one of the following:
  - a) Vehicle delivered to the Franklin County Sheriff's office at 1 Bruns Dr. Union, Mo
  - b) Vehicle picked up at awarded vendor's location no more than 70 miles from the Franklin County Sheriff's office at 1 Bruns Dr. Union, Mo. 63084
13. In the event that the awarded vendor cannot deliver and/or accommodate pick up for the Franklin County Sheriff's Office within one week of the award date, The Franklin County Sheriff's office reserves the right to find the same or similar vehicle from another source.
14. Payment will be a check from Franklin County, Mo which will be processed and sent after vehicle is in hands of Franklin County Sheriff's Office and after invoice is received by Franklin County Sheriff's Office. Invoice can be mailed or emailed it the following:

Franklin County Sheriff's Office  
Attn: Mandy Warnecke  
1 Bruns Dr. Union, Mo. 63084

[purchasing@franklinmo.gov](mailto:purchasing@franklinmo.gov)



15. Invoice will have the awarded vendor's remittance address, Legal Business name, Franklin County's Purchase order number, and pricing broke down by specifications.
16. The awarded vendor shall be responsible for repairing any item or components received in damaged condition at no cost to Franklin County, MO.
17. All prices shall be firm, fixed as indicated in the pricing pages within this bid.
18. Color of the vehicle shall be one of the following colors: Black, Gray, or White.

*The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.*

## PRICING FORM

### 2025-19 Full-Size SUV(s) – FCSO

#### REQUIRED PRICING

The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

<p align="center"><b>Model 2024/2025 Full-Size SUV</b></p> <p align="center">Model/Make of SUV Bid <u>2025 Chevrolet Tahoe 4WD PPV</u></p> <p align="center">Firm, Fixed Base Price Equipped as Specified Below: \$ <u>53,656.00</u> each</p> <p align="center"><i>In addition to the mandatory required equipment stated below, the vehicles shall be equipped with <u>all</u> standard equipment for the model specified.</i></p>	
Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
ENGINE: 2.4L Turbo ,Automatic Transmission	<u>5.3L V8</u>
4WD	<u>4WD</u>
TIRES: All Season	<u>All Season</u>
WHEELS: 17 Alloy	<u>20" steel white</u>
SINGLE KEY LOCKING SYSTEM:	
2 Key Fobs	<u>2 Key Fobs</u>
Heated Leather Steering Wheel	<u>N/A</u>
Headlights: LED	<u>OK</u>
Backup camera, Blind spot monitoring	<u>Back up camera ok, Blind spot monitoring N/A</u>
FLOOR MATS:	
All Weather Floor Liners	<u>OK</u>
FRONT LICENSE BRACKET:	
Manufacturer's standard required	<u>OK</u>
6,000 LBS Minium towing capacity	<u>8200</u>
Seating: 5 passenger seating minimum	<u>OK</u>
COLORS:	
Black, grey, or White	<u>white Black per</u>
MANDATORY MODEL: 2024/2025 Full-Size SUV	<u>Jeremy</u>

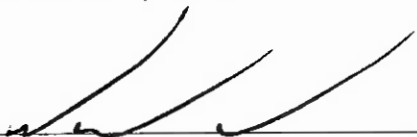
6/12/2025

## CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



Vendor/Contractor Signature

6/10/25

Date

Dave Hetterbrand Fleet Manager

Vendor/Contractor Name and Title

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Don Brown Chevrolet (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dore Hetterbrand  
Authorized Business Entity  
Representative's Name  
(Please Print)

[Signature]  
Authorized Business Entity  
Representative's Signature

Don Brown Chevrolet  
Business Entity Name

6/10/25  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Ver

Company Name Don Brown Chevrolet

Authorized Signature \_\_\_\_\_

Printed name and title Dore Hetterbrand Fleet Manager

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

## VENDOR INFORMATION

Company Name Don Brown Chevrolet

Mailing Address 2244 S. Kingshighway Blvd  
St. Louis, MO 63110

Phone number 314-772-1400

Contact Name Dave Hetherbrand

Contact Name Title Fleet Manager

Email Address Dave@donbrownchevrolet.com



# COMMISSION ORDER

STATE OF MISSOURI } ss.  
County of Franklin }

Tuesday, July 1, 2025  
Contract/Agreement

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF A VALUE LEASE AGREEMENT FROM  
GFI DIGITAL FOR A SHARP COPIER FOR THE FRANKLIN  
COUNTY RECORDER'S OFFICE**

**WHEREAS**, the Franklin County Recorder's Office is in need of a new copier; and

**WHEREAS**, GFI Digital submitted a Value Lease Agreement to Franklin County for a one-time origination fee of \$125.00 and a monthly cost of \$140.16 as shown in the copy attached hereto and incorporated by reference herein; 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 Value Lease Agreement from GFI Digital for a Sharp copier.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Value Lease Agreement from GFI Digital is hereby accepted and approved and that either Commissioner is authorized to execute 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 be provided to GFI Digital; Lisa Smart; Recorder; Shakara Bray, Purchasing Director; Meagan Johnson, Purchasing; Angela Gibson, Auditor; and to Lynne Maloney, Accounts Payable.

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Presiding Commissioner

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

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

## COMMISSION ORDER PRECERTIFICATION FORM

Please return this completed form to the Purchasing Department to make a request for solicitation, contract, or contract renewal for the expenditure of funds.

Date: 6/26/2025

Official/Appointed Requestor: Lisa Smart, Recorder

Name of item/service requesting: Sharp BP 50C36 copier  
60-month lease

(Proposed specifications/contract documents/quotes should be attached to form)

Budget Information: List the account(s) and estimated amount(s) used to make the purchase.

Account	Estimated Amount
<u>100-445-625.100</u>	<u>\$140.16/month plus overages</u>
<u>100-445-625.100</u>	<u>\$125.00 one-time origination fee</u>

Auditor approval of funds: Angela Gibson Date: 6/26/2025

Purchasing Director approval: Shakara Bray Date: 6-26-25

Circle One: ☒ Solicitation ☐ New Contract ☐ Renew Existing ☐ Signature

Attached solicitation information and no: \_\_\_\_\_

Previous Commission Order number if applicable: 2020-474

Cooperative Agreement Number/Information: NASPD contract #188627

Notes: new lease would replace current lease; no overlap of fees. Current lease expires 9/30/2025. New lease would secure near current pricing. NASPD rates are increasing July 1, 2025.

Date of Agenda for Commission approval: \_\_\_\_\_

(Attached is all corresponding information; signed contract, awarding vendor, required documents.)



## Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

**12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064**The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **GFI Digital, Inc.**

### CUSTOMER INFORMATION

FULL LEGAL NAME

County of Franklin

STREET ADDRESS

400 East Locust, Room 102

CITY

Union

STATE

MO

ZIP

63084

PHONE

636-584-6235

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

### EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Sharp BP 50C36

SERIAL NO.

STARTING METER

NOT FINANCED  
UNDER THIS  
AGREEMENT☐☐☐☐☐☐☐

NASPO #188627

☐☐ See attached Schedule A☐ See attached Billing Schedule

### TERM AND PAYMENT INFORMATION

60

Payments\* of \$

140.16

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes

1850

B&amp;W pages per month

Overages billed monthly at \$

.0089

per B&amp;W page\*

Payment includes

120

Color pages per month

Overages billed monthly at \$

.0524

per Color page\*

### END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

\_\_\_\_ Customer's Initials

☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

\_\_\_\_ Customer's Initials

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**

### LESSOR ACCEPTANCE

GFI Digital, Inc.

LESSOR

SIGNATURE

TITLE

DATED

### CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

County of Franklin

**X**

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

### DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

County of Franklin

**X**

CUSTOMER (as referenced above)

SIGNATURE / PRINT NAME

TITLE

ACCEPTANCE DATE

PRINT NAME

### TERMS AND CONDITIONS

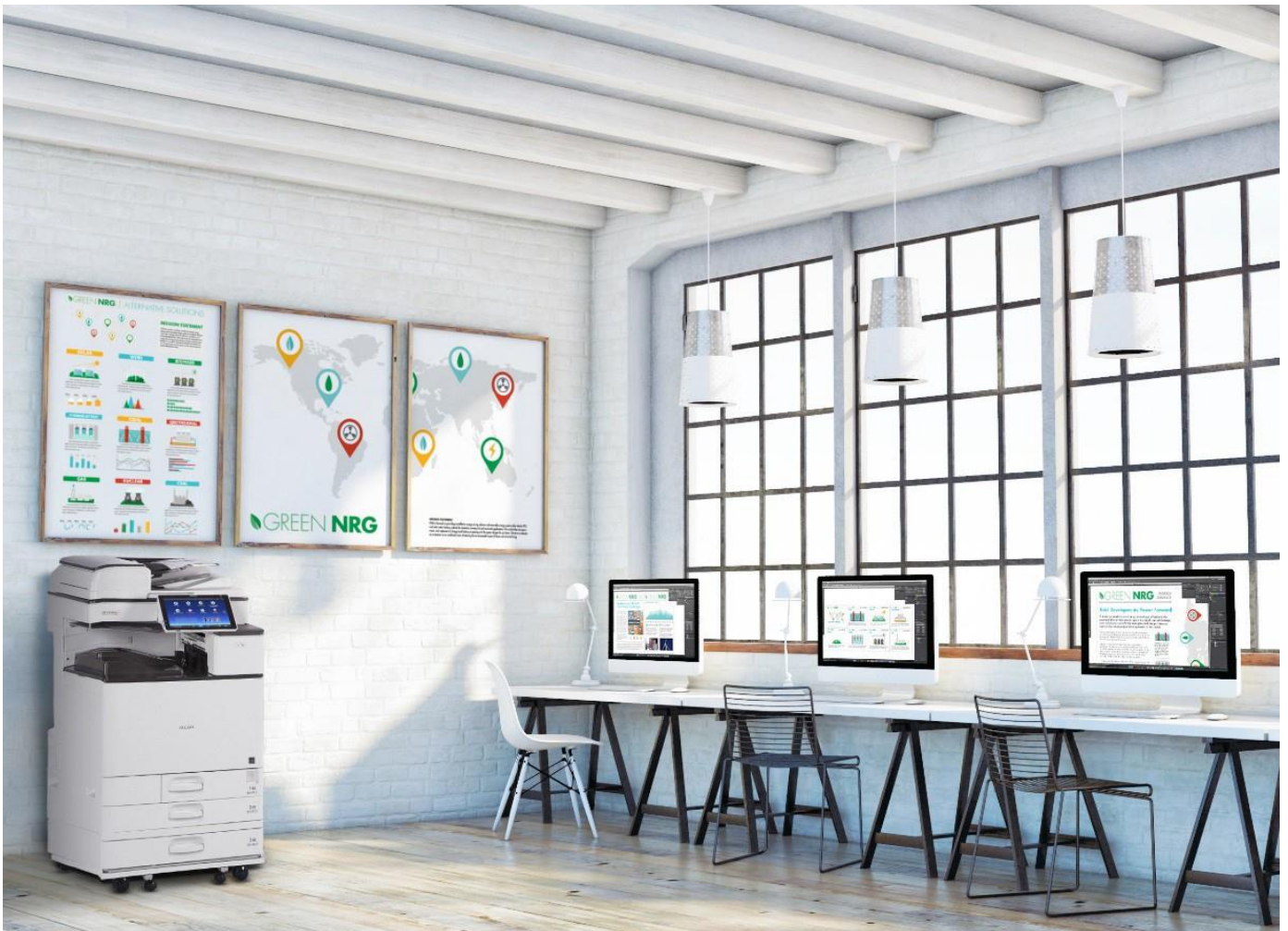
1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)





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TECHNOLOGY  
SIMPLE.**

**COPIERS & PRINTERS  
MANAGED PRINT SERVICES  
MANAGED NETWORK SERVICES  
ADVANCED TECHNOLOGY**



**PREPARED FOR:**  
**Franklin County**  
**Recorder of**  
**Deeds**

**SUBMITTED BY:**  
**Connor Arcobasso**  
**Sales Rep**  
**[carcobasso@gfidigital.com](mailto:carcobasso@gfidigital.com)**

# OUR STORY

From a humble beginning in 1999, GFI Digital has grown into the industry leader in office technology.

Founder & President Bruce Gibbs says our commitment to service is what sets us apart. We've hand selected the best service, sales, and implementation teams in the industry and continue to grow with these principles.



**BRUCE GIBBS**  
FOUNDER & PRESIDENT

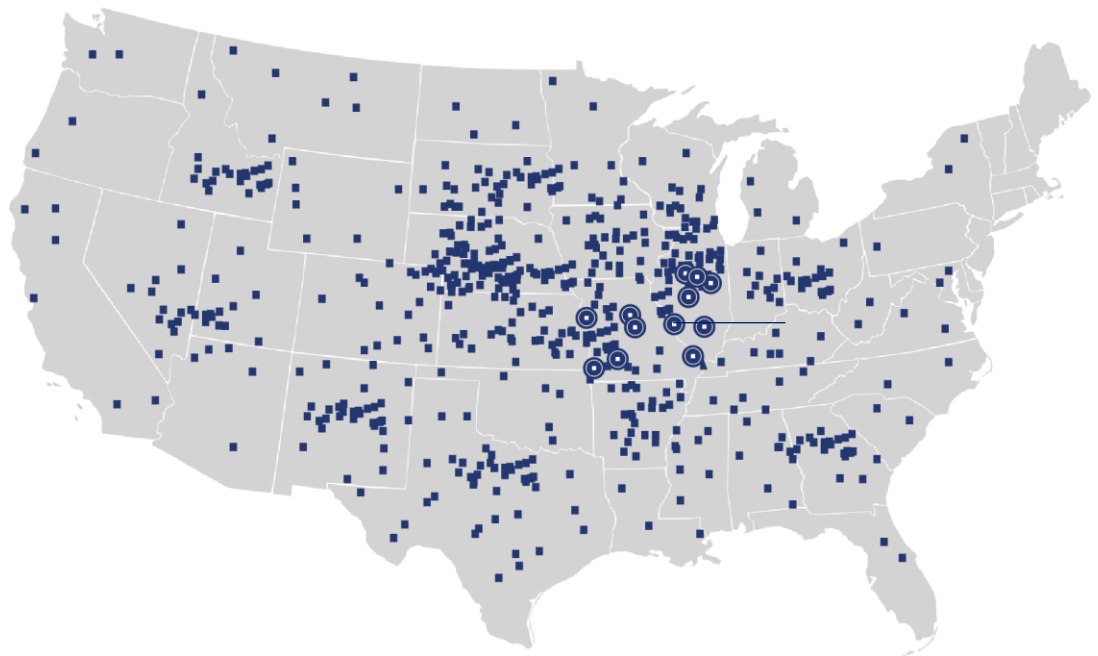
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***“Our Mission is to Develop and Support Our Customers and Employees through Our Commitment to Service Excellence.”***

---

Corporate Headquarters  
St. Louis, MO

St. Louis, MO  
Jefferson City, MO  
Columbia, MO  
Kansas City, KS  
Champaign, IL  
Mount Vernon, IL  
Springfield, IL  
Cape Girardeau, MO  
Springfield, MO  
Joplin, MO  
Bloomington, IL  
Peoria, IL



# OUR SOLUTIONS.

Since 1999 we have been committed to service excellence. Our priority is finding the right people, partners, and solutions for our customers.

## We Make Technology Simple.

As an industry leader we have the capability to be your one vendor solution for all of your office technology needs.



## Office Equipment

Offering two of the leading copier brands in the industry means we know how to find the right fit for your office environment. Each product line provides unique features to meet your printing & scanning needs. Our goal is to make your life easier!

**SHARP** | **RICOH**

## Advanced Technology

Our engineers are the best in the business. They have the tenure required to consult, design, implement, and support even the most advanced technology projects. Services include Networking, Data Center, Security, Backup & Disaster Recovery, and Applications.

  
**Hewlett Packard**  
Enterprise

  
**CISCO**  
Meraki



**vmware**

**DELL**EMC

**datto**

## Managed Print

Increase productivity & reduce the cost of printing by discovering how GFI Digital can be your one-vendor solution for service, supplies, and maintenance. Our automated system ensures you'll have toner, supplies, and support when you need it for optimal efficiency.

## Managed Network

Our customizable programs range from enterprise-level IT support to supplying a completely outsourced IT department. Our team of experts provide help desk service and 24/7 monitoring to ensure network uptime so you can focus on running your business, NOT your Technology.

**DIGITALNET**



# ACCREDITATIONS

## Recognition

- Pro's Elite Dealer
- Top Places to Work – St. Louis Post Dispatch
- Ricoh RFG Circle of Excellence Certified Dealership
- Sharp Hyakuman Kai Elite for Outstanding Sales Achievement
- U.S. Bank Top Level Elite Award



## Certifications

- EFI/Fiery Certified: Fiery Channel Incentive Platinum Partner
- CompTIA A+ Certified
- Microsoft Certified
- Certified HPE Business Partner
- Certified Cisco Partner
- Certified VMWARE Partner
- Certified DellEMC Partner



## Trusted Reliability

**RICOH**

**Hewlett Packard**  
Enterprise

**CISCO**



**SHARP**

**DELL**EMC

**vmware**

## Award-Winning



**SHARP**  
Hyakuman  
Kai Elite



## PURPOSE FOR UPGRADE

- **The Updated Solution!**
- Providing a reliable multi-functional machine
- Copy, print, scan, and fax capabilities
- Updated Technology
- High quality output
- Optimize Workflow
- Smart Operation Panel
- Document Server
- Free Helpdesk assistance
  - Save time and money by utilizing GFI's skilled IT professionals for printer troubleshooting
- Comprehensive service from the #1 dealership in the country
  - 2.6 hours Emergency Response Time
  - Total Call Procedure ensures that the machines are fixed correctly the first time to increase uptime
- Streamline toner replenishment
  - Save time because when the machine is low, we drop ship toner with no extra charge

Current Situation	
Sharp MX3571	\$ 105.00
BW AMV 1850 x .0089	\$ 16.47
Color AMV 120 x .0524	\$ 6.29
Average Monthly Spend	<u>\$ 127.75</u>

Qty	Model	Description
1	Sharp BP 50C36	36ppm – 4 Paper Trays & Fax



**60 Month Lease**

**\$132.58**

**BW 1850 x .0089**

**Color 120 x .0524**

Program includes all maintenance, all parts, all labor, all toner (color and black) all preventative maintenance calls and emergency calls on-site. Service calls will be performed on-site and within an average of 4 business hours' response time. All service will be provided by GFI Digital manufacturer trained service personnel. Business hours are from 8:00am-5:00pm, Monday through Friday.

Additionally, unlimited helpdesk support for IT related print and scan issues is included. Delivery, installation, connectivity, and training are included.

# TOTAL CALL PROCEDURE



*Always make sure the customer is 100% satisfied. If at any point they are not, immediately notify your manager!*

## CALL AHEAD

1. Call customer as soon as possible once receiving call (within a half hour or less). Speak to the person who placed the call and try and help customer over the phone. Phone fix if possible.
2. Give customer a reasonable ETA (4 hours or less).
3. If ETA cannot be agreed upon call manager immediately to redistribute call load.

## DISPATCH

1. Prior to dispatching, review service history and determine parts needed to avoid incomplete calls.
2. Fill out service daily neatly and accurately (include contact names).
3. Dispatch to call via Remote Tech.

## ARRIVE

1. Arrive at call via Remote Tech. Fill out and review contact information on service daily.
2. Gather parts and tools required to do the call (don't forget vacuum cleaner!!!).
3. Present business card to customer and politely introduce yourself.
4. Review service issues with person who placed the call. If possible have them run the job that they were having an issue with. Collect all information and samples possible.

## SERVICE

1. Check ID tag and serial number of machine. Verify they match the information in Remote Tech.
2. Print out and review service logs. Check PM, JAM, and TROUBLE counters.
3. Duplicate and fix service issue.
4. Perform preventive maintenance if needed. Avoid scheduling PM's if possible!! You and the customer are better off if you can do maintenance at the time of the original call.
5. Clean and inspect the following on every service call: ADF, OPTICS, PROCESS UNIT, FUSER, PAPER FEED & PAPER PATH, PAPER TRAYS, FINISHER, and MACHINE EXTERIOR. Take extra care to make sure the machine looks clean.
6. Check and fill paper trays. Empty the waste toner.
7. Test all functions of machine including all paper sources and finishing options. Test copy quality using test charts.
8. Neatly and accurately fill out service log and clear jam and trouble counters.
9. Always make sure your work area is left clean of any parts, paper, and especially toner spills.

## REVIEW

1. Review service call with customer and get signature on service daily/charge ticket.
2. Find out if the customer has any other service issues.
3. Have the customer run the machine to verify they are satisfied.
4. Check customer supplies and return any extra to GFI.
5. If you must incomplete the call for any reason, call manager to discuss and approve, then give customer an ETA when you expect to return to complete repairs.

## COMPLETE

1. Fill out service daily completely. Make sure meters and parts/supply numbers are filled in neatly and accurately (Circle any number not closed in Remote Tech).
2. Close out call via Remote Tech to include: problem and repair codes, odometer readings, all parts/supplies used or needed and accurate meter reads. Meters must be entered accurately at all times (inform dispatch of any meter rolls).
3. Prepare to dispatch to next call.

## FOLLOW UP

1. Immediately inform manager on any potential problems with equipment or unsatisfied customers.
2. Follow up with parts department on any parts orders, which you have not received within 3 days.

3. Keep your manager informed on parts status for incomplete calls, and any other service issues, that can affect the customer and your ability to provide service beyond.
4. Follow up with customer and manager on any delay in repairing equipment, and any intermittent service issues.



# PERFORMANCE BOND

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GFI Digital will credit your account \$50.00 if our average response time for emergency service calls exceed 4 hours.

GFI Digital guarantees your leased Copier or Facsimile will perform for the term of your lease and if repairs cannot be made

GFI Digital will replace your equipment with a unit of similar capabilities.

GFI Digital will provide operator training at installation and, at no charge, additional training as needed.

GFI Digital will stock adequate inventories of parts and supplies for your equipment.

GFI Digital asks that you as the customer use the equipment within the manufacturer's specifications, maintain said equipment under full maintenance/supply programs by us, keep your account current, and notify GFI Inc. President, Bruce Gibbs, in writing within 15 days of any violations of this Performance Bond by GFI Digital.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
GFI Digital, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_






# MAINTENANCE AGREEMENT

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Maintenance pricing includes all of the following: (staples and paper are excluded from the contract)

- Toner
- Drums
- On – site Maintenance
- Preventative Maintenance
- All Parts
- Replacement of loaner equipment in the event of machine failure
- 4 hour response time
- All service will be provided by GFI Digital manufacturer trained service personnel
- 8:00 am to 5:00pm service, Monday through Friday
- Unlimited Helpdesk support

# IT INSTALLATION SURVEY

1. Customer Site Information		Make/Model:	
Customer Name:		IT Contact Name:	
Customer Contact Name:		IT Contact Info:	
Customer Address:		Customer Phone:	
City:		State:	Zip:
IP, Subnet, & Gateway:		Dedicated Grounded Power:     	
2. Network Configuration, Device OS\QTY, Scanning & Data Access			
Network Environment: <input type="checkbox"/> Server OS: _____ <input type="checkbox"/> No Server	Environment OS: <input type="checkbox"/> Win7 QTY _____ <input type="checkbox"/> Win8 QTY _____ <input type="checkbox"/> Win10 QTY _____ <input type="checkbox"/> Mac OS QTY _____	Scan Setup: <input type="checkbox"/> Scan to Email <input type="checkbox"/> Scan to Folder <input type="checkbox"/> <u>SharpDesk</u> <input type="checkbox"/> Other	Data Access: <input type="checkbox"/> Fax Line w/in 6FT <input type="checkbox"/> Data Line w/in 10FT
3. Scan to Email/Folder			
SMTP Server:		Reply to Email:	
Port Number: 25 465 587 Other:		SMTP Require Authentication: YES or NO	
IF SMTP Yes, Username:		Password:	
IF SMB Scanning: Username:		Password:	
<u>Sharpdesk</u> License Key (If applicable):			
4. FAX Settings			
Name for FAX Header:		FAX Forward to Email: YES or NO	
FAX Number:		FAX Forwarding to Folder: YES or NO	
FAX Confirmation: YES or NO		FAX Volume: LOW MED HIGH	
5. Other MFP Settings & Notes			
<input type="checkbox"/> User Codes <input type="checkbox"/> Driver Popup	<input type="checkbox"/> <u>AirPrint</u> (If model supported)	<input type="checkbox"/> Wireless Access Point Present <input type="checkbox"/> Data Connected to Network Switch	
<input type="checkbox"/> FM Audit Requested (Automated Meter Reads)		FMA Email:	
GFI Sales Rep:			
Other Notes:			

# IT INSTALLATION SURVEY

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## Scope of Work Agreement

GFI Digital Inc. intends to provide the highest achievable quality products and services available during the installation of your connected product. This Scope of Work Agreement provides a complete explanation of the project and details of the items to be completed by each party. GFI Digital is not responsible for PC/Server configuration, maintenance or troubleshooting issues unless directly related to the installation of your printer or Multi-Functional Product (MFP).

### Client Responsibilities:

1. Provide a tested network port near the Multifunctional Product (MFP).
2. Provide proper power & fax phone line (if applicable).
3. Provide a patch cable for ports that are further than 10 feet from the MFP.
4. Provide a printer cable (USB or other cable as required) for stand-alone installations (not networked).
5. Ensure that an IS/IT staff member or equivalent will be available during the installation process.
6. Have workstations that meet the operating system requirements in good working order for install.

### GFI Digital Responsibilities (if the options are available on equipment):

1. Your equipment will be delivered, setup, and tested at the location of your choosing.
2. Configure MFP with provided static IP address/subnet mask/gateway and verify network connectivity.
3. Install print driver and configure printing defaults on ONE Windows server and print a test page.
4. Install print drivers on up to FIVE client workstations and print test pages.
5. Install Desktop Scanning software application (if included) on TWO Windows client workstations to confirm connectivity and instruct customer on further installations.
6. Install PC Fax driver (if applicable) on up to FIVE Windows client workstations and send a test PC Fax.
7. Configure scan to e-mail and configure up to FIVE e-mail destinations.
8. Configure Inbound Routing (Fax Forwarding) if applicable & requested for incoming faxes to a single or group email destination or shared network folder.
9. Install Command Workstation on One Windows or Macintosh client workstation for Fiery installations.
10. Provide training to customer on setting up User Codes and Addressbooks.

### Additional Network Installation and Training:

1. Training will be provided after installation by our Sales Representative or a Customer Service Representative
2. Other additional work performed at an hourly rate (\$120.00 per hour)

### Additional Network Support:

Additional Network Support is available through GFI DigitalNET. GFI DigitalNET provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: \_\_\_\_\_ Date \_\_\_\_\_

Sales Representative: Connor Arcobasso

System Engineer: \_\_\_\_\_

# STATEMENT OF CONFIDENTIALITY & NON-DISCLOSURE

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## Reservation of Rights

The enclosed materials are proprietary to GFI Digital, Inc. ("GFI"), and GFI reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to GFI Digital and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of GFI Digital. These materials summarize a proposed equipment and or services solution. They are intended for informational purposes only to assist you in your evaluation of GFI Digital as a potential business partner. These materials do not represent an offer or a binding agreement. Accordingly, neither you nor GFI Digital will have any obligations unless and until we enter into mutually acceptable definitive written GFI Digital purchase, lease and/or service agreements. Such agreements will set forth the entire and specific understanding between us with respect to the actual equipment and/or services to be provided. We are pleased to provide you with "sample" copies of such agreements upon request.

# CONCLUSION

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**GFI Digital  
would love  
for you to  
become a  
partner now,  
and for  
years to  
come. We  
welcome  
you to our  
Digital  
Paradise!**

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**13. MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 of this Agreement for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, July 1, 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 July 1, 2025, addressing the below listed items is hereby approved, to wit:

**Abstract of Fees:** Prosecuting Attorney Fees – May 2025  
Recorder of Deed Fees – May 2025

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

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

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

# FRANKLIN COUNTY

## Fund Transaction Summary With Interest

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >= #5/1/2025# AND {RPTFranklinFMXFUS01Vw.TndrDate} <= #5/31/2025#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	2	510.00
	<b>Subtotal for -2:</b>	<b>2</b>	<b>510.00</b>
-4	CHARGE FUND	178	22,792.99
	<b>Subtotal for -4:</b>	<b>178</b>	<b>22,792.99</b>
100	GENERAL FUND	2,358	57,004.94
100	GENERAL FUND INTEREST	1	16.89
	<b>Subtotal for 100:</b>	<b>2,359</b>	<b>57,021.83</b>
200	COUNTY SPECIAL TRUST FUND	66	330.00
	<b>Subtotal for 200:</b>	<b>66</b>	<b>330.00</b>
300	NON-STD REC PRES	61	1,525.00
300	RECORDERS PRESERVATION FUND	1,530	3,060.00
300	RECORDERS PRESERVATION FUND INTEREST	1	2.24
	<b>Subtotal for 300:</b>	<b>1,592</b>	<b>4,587.24</b>
400	6.00 CERF	20	120.00
400	CERF FUND	1,530	10,710.00
400	CERF FUND INTEREST	1	2.71
	<b>Subtotal for 400:</b>	<b>1,551</b>	<b>10,832.71</b>
500	MO CHILDREN'S TRUST COPY FUND	290	2,289.00
500	STATE CHILDRENS TRUST FUND	66	990.00
	<b>Subtotal for 500:</b>	<b>356</b>	<b>3,279.00</b>
600	STATE PRESERVATION FUND	1,530	3,060.00
	<b>Subtotal for 600:</b>	<b>1,530</b>	<b>3,060.00</b>
700	MISSOURI HOUSING FUND	1,464	4,392.00
	<b>Subtotal for 700:</b>	<b>1,464</b>	<b>4,392.00</b>
800	STATUTORY POOL FUND	1,464	2,928.00
	<b>Subtotal for 800:</b>	<b>1,464</b>	<b>2,928.00</b>
900	RECORDERS TECHNOLOGY FUND	1,464	1,830.00
	<b>Subtotal for 900:</b>	<b>1,464</b>	<b>1,830.00</b>
<b>Collected Total:</b>			<b>88,770.78</b>
<b>Charged Total:</b>			<b>22,792.99</b>
<b>Grand Total:</b>			<b>111,563.77</b>

End of Report



## FRANKLIN COUNTY

## Fee Transaction Summary Report by Account Number

Criteria: {RptFMXFES01\_RPTPr.TndrDate} &gt;= #5/1/2025# AND {RptFMXFES01\_RPTPr.TndrDate} &lt;= #5/31/2025#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	<del>290</del> 327	2,943.00
	Subtotal for 1:	<del>290</del>	2,943.00
-1	CHARGE PAYMENT FEE	60	24,732.44
	Subtotal for -1:	60	24,732.44
10	NON STANDARD FEE	61	1,525.00
	RECORDING FEE	4	25.00
	Subtotal for 10:	65	1,550.00
-2	ESCROW PAYMENT FEE	2	510.00
	Subtotal for -2:	2	510.00
20	COPY FEE	233	8,816.50
	Subtotal for 20:	233	8,816.50
2000	ORO TRANSACTION FEE	41	102.50
	Subtotal for 2000:	41	102.50
21	POSTAGE FEE	150	161.00
	Subtotal for 21:	150	161.00
24	MAP FEE	26	166.00
	Subtotal for 24:	26	166.00
32	PLAT FEE	21	1,279.00
	Subtotal for 32:	21	1,279.00
363	* COMPUTER SERVICE FEE	53	10,903.99
	Subtotal for 363:	53	10,903.99
374	INTEREST OR INVESTMENT FEE	1	21.84
	Subtotal for 374:	1	21.84
659	* REPORT FEE	7	410.00
	Subtotal for 659:	7	410.00
910	MARRIAGE LICENSE FEE	66	3,036.00
	Subtotal for 910:	66	3,036.00
93904	DEED FEE	1,483	56,931.50
	Subtotal for 93904:	1,483	56,931.50
	Grand Total:	2,498	111,563.77

End of Report

# 11,313.99

# MEMO

**To:** Amanda Jasper  
**From:** Tammy Kleinheider  
**Subject:** May, 2025  
**Date:** June 13, 2025

The following is the information on our accounts that checks are taken to the Treasurer each month.

PA fees	\$ 650.00
Account #4	
Plus interest	\$ .27 for May, 2025