



County Commission

Regular Meeting Agenda

400 East Locust Street, Room 201

Union, MO 63084

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

Tuesday, January 14, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Minutes Approval

1. Tuesday, January 07, 2020
2. Thursday, January 09, 2020

III. Public Request for Discussion/Action

IV. Term of Court

a. Petition for Vacation of Road – Denny Lane

V. Action Items

- Commission Order 2020-9** In the Matter of Authorizing and Approving the Request for the Use of County Roads for the Bobcat Pride Fundraiser
- Commission Order 2020-10** In the Matter of Re-Appointment to the Franklin County Building Commission
- Commission Order 2020-11** In the Matter of Re-Appointment to the Franklin County Building Department Board of Appeals
- Commission Order 2020-12** In the Matter of Approving and Authorizing Execution of a Renewal Agreement with Advanced Correctional Healthcare for Inmate Health Services
- Commission Order 2020-13** In the Matter of Approving and Authorizing Execution of a Renewal Agreement with Guardian Insurance for Dental, Vision, Life, Dependent Life, and Voluntary Life for Franklin County Employees and Their Families
- Commission Order 2020-14** In the Matter of Approving and Authorizing a Proposal with Cochran Engineering Pertaining to the CMAW Project/HWY 47 Roundabout
- Commission Order 2020-15** In the Matter of Rejecting the Bid Submitted for Health Care Services in the Adult Detention Facility
- Commission Order 2020-16** In the Matter of Approving and Adopting an Automated External Defibrillator Policy and Protocols
- Commission Order 2020-17** In the Matter of Authorizing Execution of A Quit Claim Deed in Favor of the City of New Haven, Missouri Pertaining to Certain Portions of Douglas Street

- j. **Commission Order 2020-18** In the Matter of Approving a Purchase Order to Return Funds to St. Albans Properties, LLC
- k. **Commission Order 2020-19** In the Matter of Amending Commission Order 2020-3
- l. **Commission Order 2020-20** In the Matter of Amending Commission Order 2019-512 and Approving a Second Application with Crawford Electric Cooperative, Inc. for Another Tower
- m. **Commission Order 2020-21** In the Matter of Approving and Authorizing Execution of a Contract with Vendor Registry
- n. **Commission Order 2020-22** In the Matter of Approving and Authorizing the Renewal of an Agreement with Leadsonline, LLC for an Electronic Reporting and Criminal Investigation System
- o. **Commission Order 2020-23** In the Matter of Approving the Consent Agenda and All the Items Listed Thereon
- p. **Commission Order 2020-5** In the Matter of the Application for Amendments to Franklin County's Unified Land Use Regulations Filed by the Planning and zoning Department Being File #190194
- q. **Commission Order 2020-8** In the Matter of Adopting Amendments to the Unified Land Use Regulations of the County of Franklin, Missouri and Establishing the Effective Date Thereof

VI. Discussion Items and Reports

- A. Elected Official and Departmental Reports (as needed)
- B. Commission Discussion

VII. Adjournment



Commission Order No. 2020-9

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, January 14, 2020
Policy

**IN THE MATTER OF AUTHORIZING AND APPROVING
THE REQUEST FOR THE USE OF COUNTY ROADS FOR
THE BOBCAT PRIDE FUNDRAISER**

WHEREAS, Franklin County has received a request to authorize the use of county roads for the Bobcat Pride Fundraiser on April 18, 2020 at 10:00 a.m. commencing and ending at the Lonedell School wherein participants will be operating UTV's (Utility Terrain Vehicles) along the route attached hereto; and

WHEREAS, SECTION 304.013.1(5) permits governing bodies to authorize licensed drivers for special use of all-terrain vehicles on county roads within the county; and

WHEREAS, in an effort to ensure the safety of all licensed drivers Franklin County requires proper signage to be present alerting motor vehicles traveling along the attached route on April 18, 2020 of the presence of the UTV's.

IT IS THEREFORE ORDERED that Franklin County authorizes and approves licensed drivers to operate UTV's on the attached route on county roads for the Bobcat Pride Fundraiser on April 18, 2020.

IT IS FURTHER ORDERED that a copy of this Order be delivered to Jim Grutsch, Highway Department, and Sheriff Steve Pelton, Franklin County Sheriff's Office.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

BOBCAT PRIDE RIDE

SATURDAY · APRIL 18TH · 2020
RIDE STARTS AT 10:00 AM

THE RIDE HELPS LONEDELL SCHOOL WITH THE
PURCHASE OF NEW PLAYGROUND EQUIPMENT

RIDE BEGINS AND
ENDS AT THE SCHOOL

**COST
PER PERSON**

\$25

CHILDREN 13 AND
UNDER ARE FREE

\$25

**DAY OF RIDE
REGISTRATION**

PRE-REGISTER BEFORE
APRIL 1ST AND GET A FREE SHIRT!

**FOOD
RAFFLES
PRIZES**



BOBCAT PRIDE RIDE



BOBCATPRIDERIDE@GMAIL.COM

TO REGISTER, PLEASE CONTACT ONE OF THE FOLLOWING:
MEGAN HEIDEMAN - 636-234-6909
BRANDY BRAUN - 314-650-8866
JOHN LOVE - 314-440-7453

Bobcat Pride Ride

1. Make a left out of Lonedell School parking lot onto Hwy FF
2. Right onto Project Road
3. Left onto Rye Creek Road
4. Right onto Yellow Dog Road
5. Right onto Little Indian Creek Road
6. Left onto Old Hwy K
7. Right onto Hwy K
8. Right into Shady Beach
9. Take break at Shady Beach
10. Make a left out of Shady Beach onto Hwy K
11. Right onto Plum Ford Road
12. Left onto Oklahoma School Road
13. Right onto Hwy K
14. Left onto Chapel Hill Road
15. Left onto Big Indian Creek Road
16. Right onto New Hope Church Road
17. Right onto Little Indian Creek Road
18. Left onto Rye Creek Road
19. Right onto Yellow Dog Road
20. Left onto Hwy 47
21. Left into Prospect Church
22. Take break at Prospect Church
23. Make a right out of Prospect Church onto Hwy 47
24. Left onto Elmwood Church Road
25. Right onto Burlage Road
26. Left onto Huff Road
27. Right onto Hwy FF
28. Left onto Harry Maupin Road
29. Left onto Project Road
30. Right onto Hwy FF
31. Right into Lonedell School parking lot



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Appointments

IN THE MATTER OF RE-APPOINTMENT TO THE FRANKLIN COUNTY BUILDING COMMISSION

WHEREAS, Section 64.180 RSMo. authorizes the County Commission to appoint a Building Commission consisting of five members, residents and taxpayers of the county, one of whom shall be a member of the County Commission. The term of the County Commission member shall not extend beyond the tenure of his office. The members of the commission shall serve without compensation for a term of one year.

IT IS THEREFORE ORDERED that the Franklin County Commission does hereby re-appoint the following members to the Franklin County Building Commission to serve for a one (1) year term beginning January 1, 2020 and expiring December 31, 2020 or until his successor be appointed:

Chuck Baggett
3 Chad Ln.
Union, MO 63084

Paul Landwehr
309 Bourbeuse Rd.
Union, MO 63084

Mike Broeker
150 Stone Ln.
Washington, MO 63090

Thad Brady
4695 Dubois Creek Ln.
Washington, MO 63090

IT IS FURTHER ORDERED that Todd Boland, First District Commissioner, is hereby appointed to the Franklin County Building Commission to serve for a one (1) year term beginning January 1, 2020 and expiring December 31, 2020 or until his successor be appointed.

IT IS FURTHER ORDERED that a copy of this order be delivered to the re-appointed members and appointed member and to William Placht, Building Commissioner of Franklin County.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Appointments

**IN THE MATTER OF RE-APPOINTMENT
TO THE FRANKLIN COUNTY BUILDING
DEPARTMENT BOARD OF APPEALS**

WHEREAS, Thad Brady, Paul Landwehr, Doug Allen, and Joe Tobben, have served on the Franklin County Building Department Board of Appeals; and

WHEREAS, Mike Broeker has agreed to serve on said Board; and

WHEREAS, their respective terms expire December 31, 2019 and the Franklin County Building Commissioner has recommended that they be re-appointed and/or appointed to serve another term.

IT IS THEREFORE ORDERED that the Franklin County Commission does hereby reappoint and appoint, as appropriate, the following members to the Franklin County Building Department Board of Appeals to serve for a term beginning January 1, 2020 and expiring December 31, 2020 or until their respective successors be appointed:

Paul Landwehr
309 Bourbeuse Rd.
Union, MO 63084

Thad Brady
4695 Dubois Creek Ln.
Washington, MO 63090

Doug Allen
3552 S. Service Rd. E.
Union, MO 63084

Mike Broeker
150 Stone Lane
Washington, MO 63090

Joe Tobben
5686 Gildehaus Rd.
Villa Ridge, MO 63089

IT IS FURTHER ORDERED that a copy of this order is delivered to the re-appointed and appointed members and to William Placht, Building Commissioner of Franklin County.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING AND AUTHORIZING
EXECUTION OF A RENEWAL AGREEMENT WITH
ADVANCED CORRECTIONAL HEALTHCARE FOR
INMATE HEALTH SERVICES**

WHEREAS, prior hereto Franklin County entered into an agreement with Advanced Correctional Healthcare for the provision of health services to inmates of the Franklin County Adult Detention Facility; and

WHEREAS, it has been determined that it is in the best interest of Franklin County to renew and amend the existing contract with Advanced Correctional Healthcare by increasing the per diem for variances in inmate population at the rates of \$.85 for county and \$.33 for non-county with Advanced Correctional Healthcare, Inc. are hereby approved; and

WHEREAS, the proposed amendment, a copy of which is attached hereto and is incorporated by reference herein, would increase the annual contract to \$197,069.53.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed amendment to the agreement with Advanced Correctional Healthcare, Inc. is hereby approved and that the Commissioners and the Sheriff are hereby authorized to execute the amended agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and the agreement be provided to Sheriff Steve Pelton; Mandy Warnecke, Sherriff's Office; Capt. Dave Boehm, Sheriff's Office; Lynne Maloney, Accounts Payable; Ann Struttmann, Purchasing Agent; and Advanced Correctional Healthcare, Inc.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
FRANKLIN COUNTY, MISSOURI**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Franklin, located in the State of Missouri, through the Franklin County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), an Illinois corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

SPECIFIED MEDICATIONS – Medications and/or testing related to the treatment and/or diagnosis of AIDS, cancer, cystic fibrosis, hepatitis, HIV, HIV/AIDS related diseases, multiple sclerosis, and/or medications listed as anti-rejection and/or biological drugs, injectable cardiovascular agents. Medications related to these treatments will be defined in accordance with medical literature.

**ARTICLE 1:
ACH**

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** Pool money will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **DENTAL CARE.** ACH will provide dental triage screenings. Pool money will pay for all costs associated with dental care.
- 1.3 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 **MEDICAL CLAIMS RE-PRICING.** ACH will re-price medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.

- 1.7 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves **for the medical staff**, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps. ACH will have the final say of what is a disposable medical supply.
- 1.8 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. Pool money will pay for all costs associated with mobile services.
- 1.9 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. Pool money will pay for any costs associated with off-site services.
- 1.10 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.11 **PHARMACEUTICALS.** ACH will provide pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.11.1 **HOME MEDICATIONS.** The county agrees to allow home medications in the facility when they are able to be verified.
- 1.11.2 **COUNTY PATIENTS.** ACH will provide medically-indicated pharmaceuticals for county patients. ACH will pay for prescription medications; prescribed over-the-counter medications; and psychotropic medications which are prescribed by ACH prescribers; with the following exception: Pool money will pay for specified medications. Pool money will also pay for psychotropic medications which are not prescribed by ACH prescribers.
- 1.11.3 **NON-COUNTY PATIENTS (not to include patients housed for ICE).** ACH will provide medically-indicated pharmaceuticals for non-county patients. ACH will only pay for prescribed over-the-counter medications. Other prescription medications will be billed to the county so the county may seek reimbursement from the responsible authority of the non-county patient.
- 1.11.4 **PATIENTS HOUSED FOR IMMIGRATION & CUSTOMS ENFORCEMENT (ICE).** ACH will provide medically-indicated pharmaceuticals for patients housed for ICE. ACH will not pay for any pharmaceuticals for ICE patients. Prescription medications will be billed directly to ICE by the applicable pharmacy. The county will pay for any prescription

medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.

1.11.5 FIT FOR TRIAL MEDICATIONS AND COURT-ORDERED MEDICATIONS AND TESTING. ACH will provide (but not pay for) fit for trial medications and court-ordered medications and testing to patients. Fit for trial medications should be documented as such; for example, by a court order.

1.11.5.1 COUNTY PATIENTS. Pool money will pay for fit for trial medications and court-ordered medications.

1.11.5.2 NON-COUNTY PATIENTS (not to include patients housed for ICE). Fit for trial medications and court-ordered medications and testing for non-county patients will be billed to the county so the county may seek reimbursement from the responsible authority of the non-county patient.

1.11.5.3 PATIENTS HOUSED FOR ICE. Fit for trial medications and court-ordered medications and testing will be billed directly to ICE by the applicable pharmacy. The county will pay for any fit for trial medications and court-ordered medications and testing for which ICE refuses to pay.

1.12 POOL. The county will have a pool of \$15,000 to be used every 12 months (hereinafter referred to as the “pool”). The pool money will be spent as indicated in this agreement. Certain non-county patient costs (including but not limited to dental care, mobile services, off-sites services, and specified medications) may not be paid for with pool money.

1.12.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.

1.12.2 All monies remaining in the pool after receipt of invoices will be returned to the county within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the county for payment.

1.12.3 In the event this agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

1.13 STAFFING.

1.13.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be “on call” during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be “on duty” and the meal break(s) will be paid for by the county.

1.13.2 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days

per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.

1.13.3 NURSING. ACH will provide on-site LPN nursing coverage for 56 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.

1.14 TUBERCULOSIS (TB) TESTING.

1.14.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs.

1.14.2 PATIENTS. ACH will provide TB skin tests as directed by the county. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

2.2 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system.

2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

2.4 CPR CARDS. ACH will not pay for CPR cards for county employees.

- 2.5 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.6 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.10 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the county. At the county's request, ACH may assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Upon termination of this agreement, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.

- 2.11 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.12 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).
- 2.13 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.16 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs.
- 2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$197,069.53 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$16,422.46 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.2 FUNDING THE FACILITY’S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility’s health care program. As a result, ACH’s health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the county) on behalf of the county.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 145 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM.
- 3.3.2.1 GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the patient population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the patient population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.
- 3.3.2.2 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.85 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.85 x 91)
- 3.3.2.3 NON-COUNTY PATIENTS. To cover the cost of incidental medical expenses for non-county patients (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.33 per patient per day will be assessed for each non-county patient housed in the facility in excess of or below the contracted non-county patient ADP.
- 3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on January 1, 2020 at 12:01 A.M. and will continue in full force and effect until December 31, 2020 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 ASSIGNMENT. ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any

additional services required at the facility as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

- 5.6 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term “patient” includes incarcerated detainees and inmates.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, “60 Days In”), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH’s legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.12 GOVERNING LAW. This agreement will be governed by the laws of the State of Missouri (without reference to conflicts of laws principles).

- 5.13 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors rather than employees.
- 5.14 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.16 **NOTICE.** Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Franklin County Jail, 1 Bruns Lane, Union, MO 63084; facsimile: 636-584-6882; email: smpelton@franklinmo.net, dboehm@franklinmo.net, mdelatorre@franklinmo.net, lmundt@franklinmo.net. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.17 **OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES.** The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 **PUBLICITY.** The county grants ACH permission to utilize the county's trademarks, trade names, or other designations in any promotion, press release or publication.
- 5.19 **SEVERABILITY.** If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 **SUBCONTRACTING.** ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.
- 5.21 **TRAINING MATERIAL.** Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.

- 5.22 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the county to authorize other public agencies in the county to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.23 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, President

Date

COUNTY OF FRANKLIN, MISSOURI

Steven Pelton, Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 2/8/20, the price may be subject to increase.



January 3, 2020

Sheriff Steven Pelton
Franklin County Adult Detention Center
1 Bruns Lane
Union, MO 63084

Sheriff Steven Pelton:

I hope you are doing well. Our contract is scheduled to renew on 1/1/2020. At that time, the contract price will increase by 2.40%. The new contract price will be \$197,069.53. To compare, the Consumer Price Index for - Medical Care's 12-month data (ending November 2019) is 2.60%. The per diem rates for variances in the average daily population will be \$0.85 (county) and \$0.33 (non-county).

We appreciate your business. Your partnership helps us fulfill our vision of improving the health of an underserved population of people. If you have any questions, concerns, or compliments for our team, please do not hesitate to call upon me. Thank you!

Respectfully,

Matt Shults
Program Consultant



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A RENEWAL
AGREEMENT WITH GUARDIAN INSURANCE
FOR DENTAL, VISION, LIFE, DEPENDENT
LIFE, AND VOLUNTARY LIFE FOR
FRANKLIN COUNTY EMPLOYEES AND
THEIR FAMILIES**

WHEREAS, Franklin County, as part of employee compensation, provides a dental, vision, life, dependent life and voluntary life to its employees and employees' families; and

WHEREAS, the renewal agreements, attached hereto, for such benefits for 2020 have been successfully negotiated with Guardian Insurance; and

WHEREAS, the terms of the Agreement are from January 1, 2020 to December 31, 2020.

IT IS THEREFORE ORDERED that the renewal Agreement with Guardian Insurance is hereby approved and accepted and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of said Agreement and a copy of this Order be provided to Guardian Insurance and Lauren Graham, Human Resources.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**COUNTY OF FRANKLIN
GROUP PLAN # 00409200**

**RENEWAL PERIOD
January 1, 2020 - December 31, 2020**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
Renewal Premiums At-a-Glance	1
Renewal Rates At-a-Glance	3



Renewal Premiums At-a-Glance

EMPLOYER-SPONSORED COVERAGE		
Coverage	Current Annual	Renewal Annual
Dental	\$245,508	\$252,883
Vision	\$69,508	\$69,508
Basic Life	\$20,454	\$20,454
AD&D	\$2,301	\$2,301
TOTAL	\$337,771	\$345,146

KEY POINTS OF INFORMATION REGARDING PLAN PRICING

- Premiums shown above reflect a multi-line discount. If you do not wish to renew all lines of coverage, please contact us for revised pricing.
- Product-specific rates shown in this package have been determined based on a number of factors, including employee age and gender, group location, changes in group size and claims experience (when applicable)

EMPLOYEE-PAID VOLUNTARY COVERAGE		
Coverage	Current Annual	Renewal Annual
Voluntary Life	\$49,312	\$49,312

College Tuition Benefit Rewards Statement as of 07/16/2019

Plan Number: 00409200

Plan Name: COUNTY OF FRANKLIN

Current Lines of Coverage with CTB: Dental

Total Estimated Potential Accumulated Rewards For All Lines of Coverage: \$4,749,000

Dear Planholder,

Thank you for being a valued Guardian customer. This statement provides a snapshot of the total College Tuition Benefit points earned by your members as a result of being enrolled in one or more of the coverages listed above.

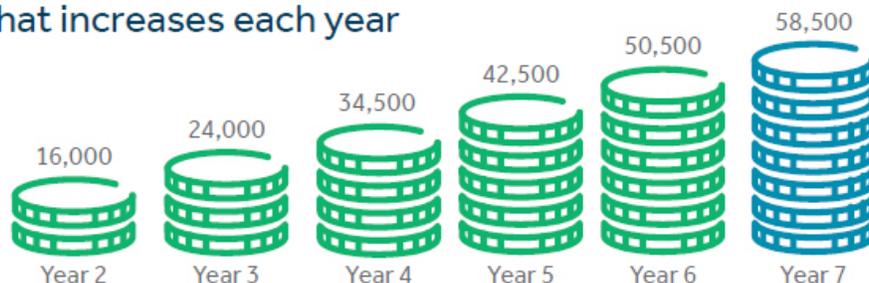
To make sure points are credited to members, they can visit guardian.collegetuitionbenefit.com and register using the following information:

User ID: Plan number, **Password:** Guardian

College Tuition Benefit is a great way to help your employees save money on college education. One Tuition Reward = \$1 in tuition reduction and can be used at over 400 private college and universities nationwide. The example below demonstrates how Tuition Rewards build up each year.

A college tuition benefit that increases each year

Example of how future tuition can be reduced by \$58,500 when the plan participant has four Guardian products (e.g. Dental — with a year 4 bonus of 2,500 rewards, Life, Hospital Indemnity and Critical Illness) over a seven-year period.



Important deadlines for members:

- Students must be added to the program **by August 24** the year he/she starts grade 11
- The last day members can transfer earned rewards to a student **is August 24** of the year he/she starts grade 12

If you have any questions, contact your Guardian Group Sales Representative or send your questions via email to support@collegetuitionbenefit.com. For general information about the College Tuition Benefit program go to guardian.collegetuitionbenefit.com.

Sincerely,

The Guardian Life Insurance Company of America

College Tuition Benefit is a tuition reduction program. This program is currently part of your employee benefit package and addresses a top employee concern -- saving for college. The service is \$0.45 per employee per month for each coverage accumulating the College Tuition Benefit. (i.e. except for Guardian Davis Vision plan Rewards, which are offered by Davis Vision) This is not a separate line item charge for you, but instead reflected in the total premium billed (though not an insurance charge). The Tuition Rewards program is provided by SAGE CTB, LLC. Guardian does not provide any services related to this program. SAGE CTB, LLC is not a subsidiary or an affiliate of Guardian. Guardian reserves the right to discontinue the College Tuition Benefit program at any time without notice. The College Tuition Benefit is not an insurance benefit and may not be available in all states.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO ZZ					
CURRENT				RENEWAL	
Tier	Enrolled Employees	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	153	\$32.64	\$59,927	\$33.62	\$61,726
FAMILY	174	\$88.88	\$185,581	\$91.55	\$191,156
TOTAL	327		\$245,508		\$252,883

This plan is currently offered for Insurance Class 1

VISION PLAN RATES -					
CURRENT				RENEWAL	
Tier	Enrolled Employees	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	160	\$10.14	\$19,469	\$10.14	\$19,469
FAMILY	166	\$25.12	\$50,039	\$25.12	\$50,039
TOTAL	326		\$69,508		\$69,508

This plan is currently offered for Insurance Class 1

BASIC LIFE PLAN RATES					
CURRENT				RENEWAL	
Coverage	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$6,412,000	\$0.240/\$1000	\$18,467	\$0.240/\$1000	\$18,467

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

AD&D PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$6,392,000	\$0.030/\$1000	\$2,301	\$0.030/\$1000	\$2,301

This plan is currently offered for Insurance Class 1

DEPENDENT LIFE PLAN RATES					
Coverage	Dependents	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
DEPENDENT LIFE	169	\$0.980/Dep	\$1,987	\$0.980/Dep	\$1,987

This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES			
CHILD(REN)	CURRENT		RENEWAL
	Monthly Rate		Monthly Rate
CHILD(REN)	\$0.068/\$1000		\$0.068/\$1000

This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES					
EMPLOYEES	Age	CURRENT		RENEWAL	
		Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
		Preferred	Non-Preferred	Preferred	Non-Preferred
	15-24	0.040/\$1000	0.078/\$1000	0.040/\$1000	0.078/\$1000
	25-29	0.050	0.073	0.050	0.073
	30-34	0.060	0.093	0.060	0.093
	35-39	0.070	0.136	0.070	0.136
	40-44	0.130	0.209	0.130	0.209
	45-49	0.220	0.344	0.220	0.344
	50-54	0.370	0.581	0.370	0.581
	55-59	0.630	0.939	0.630	0.939
	60-64	0.860	1.243	0.860	1.243
	65-69	1.360	1.972	1.360	1.972
	70-74	2.700	3.487	2.700	3.487

Renewal Rates At-a-Glance

VOLUNTARY LIFE PLAN RATES - continued

75-99	4.900	5.882	4.900	5.882
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This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES

SPOUSE Age	CURRENT		RENEWAL	
	Monthly Rate Preferred	Monthly Rate Non-Preferred	Monthly Rate Preferred	Monthly Rate Non-Preferred
15-24	0.040/\$1000	0.078/\$1000	0.040/\$1000	0.078/\$1000
25-29	0.050	0.073	0.050	0.073
30-34	0.060	0.093	0.060	0.093
35-39	0.070	0.136	0.070	0.136
40-44	0.130	0.209	0.130	0.209
45-49	0.220	0.344	0.220	0.344
50-54	0.370	0.581	0.370	0.581
55-59	0.630	0.939	0.630	0.939
60-64	0.860	1.243	0.860	1.243
65-69	1.360	1.972	1.360	1.972
70-74	2.700	3.487	2.700	3.487
75-99	4.900	5.882	4.900	5.882

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2019

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	295	\$0.00
\$1 - \$250	52	\$11,262.10
\$251 - \$500	110	\$42,334.36
\$501 - \$750	82	\$55,611.70
\$751 - \$1,000	229	\$227,326.40
Over \$1,000	0	\$0.00
TOTAL	473	\$336,534.56

124 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2019 are applied to the members Maximum Rollover Account for use starting the next benefit year.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Proposal

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A PROPOSAL
WITH COCHRAN ENGINEERING PERTAINING
TO THE CMAQ PROJECT/HWY 47 ROUNDABOUT**

WHEREAS, it has been determined by Franklin County that a roundabout on Highway 47 is necessary for future flow of traffic; and

WHEREAS, Cochran Engineering has submitted a proposal to provide professional engineering services to include Grant Application Services, Design and Bidding Phase, and Construction Phase for the referenced project as reflected in the Proposal attached hereto; and

WHEREAS, the compensation for the Grant Application Services, Design and Bidding Phase, and the Construction Phase shall be paid to Cochran Engineering totaling the amount of \$285,095.00.

IT IS THEREFORE ORDERED that the Proposal submitted by Cochran Engineering is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as maybe necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

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

IT IS FURTHER ORDERED that a copy of this Commission Order be provided to Cochran Engineering; Jim Grutsch, Highway Administrator; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Architecture
Civil Engineering
Land Surveying
Site Development

530A East Independence Drive
Union, Missouri 63084
Telephone: 636-584-0540
Fax: 636-584-0512
E-Mail: david@cochraneng.com

December 15, 2019

Mr. Tim Brinker
Presiding Commissioner
Franklin County
400 East Locust
Union, MO 63084

**RE: Proposal – Engineering Services – CMAQ Project
Roundabout – Hwy 47**

Dear Mr. Brinker:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional engineering services for the above referenced project. In accordance with our previous discussions and project description in our Design Study, we offer the following professional services:

SCOPE OF SERVICES:

1. **Grant Application Services** – we will prepare and submit a grant application in accordance with scope of work on the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
 - a. Project map showing limits of improvements
 - b. Definition and description of roadway characteristics
 - c. Written description of proposed project
 - d. Proposed Roundabout Layout
 - e. Detailed Map showing improvements and connections to transit Routes, activity centers, and schools
 - f. Written project justification – 1) proposed improvement, 2) transportation problem the improvement will address, 3) effect the improvement will have on the problem, and 4) transportation demand management strategies
 - g. Average daily traffic (ADT) counts
 - h. Roundabout Modeling to calculate average delay
 - i. Assessment and documentation of air quality benefits, and emission reduction estimates
 - j. Detailed cost estimate
 - k. Project implementation schedule

2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
 - a. Determine the needs of the County by meeting with County officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the County the best overall general design.

- d. Submit four copies of preliminary plans and estimates for review by the County and the Missouri Department of Transportation.
 - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the County with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
 - h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the County.
 - i. Provide the County with a list of qualified area bidders and assist the County in advertising for bids.
 - j. Assist the County in evaluating bids and requesting concurrence in award from MoDOT.
3. **Construction Phase** - we will serve as the County's representative for administering the terms of the construction contract between the County and their Contractor. Cochran will endeavor to protect the County against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the County with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the County in opening and evaluating bids and requesting concurrence in award from MoDOT.
 - c. Assist the County with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the County as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the County with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the County's records.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Grant Application Services" outlined in this proposal shall be a lump sum fee of \$5000.00. We offer that if the application is not approved, we will reimburse the entire fee.
2. If the grant is awarded by EWG, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$169,864.00.
3. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$110,411.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran’s reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

Sincerely,

Acceptance:
Franklin County

Dave Christensen, P.E.
Vice President

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions
Cost Estimate

COCHRAN STANDARD TERMS AND CONDITIONS

AGREEMENT These terms and conditions constitute an agreement between Cochran and the Client addressed in the accompanying proposal letter to which these Terms and Conditions are attached. Such proposal letter, along with these Terms and Conditions, shall constitute the entire contract ("Contract") for services between the two parties unless specifically stated otherwise in the proposal letter or as amended by subsequent agreements for additional services. Any changes, modifications or amendments to the contract (including any agreement for additional services) must be in writing, and must be signed by both parties. Both Cochran and the Client are deemed to have accepted these Terms and Conditions for the project described when acknowledged by signature on the accompanying proposal letter. The terms in this Contract shall have the same meaning as in AIA document A201 General Conditions of the Contract for Construction, 2007 Edition ("A201 General Conditions").

PROFESSIONAL SERVICES Cochran shall provide only those basic services described in the accompanying proposal letter unless additional services are added upon mutual agreement between both parties. Neither party may assign this Contract to a third party without the consent of the other.

COCHRAN will perform all services consistent with the standard of care normally exercised by others in the profession in question and in the same community. Cochran will re-perform any services not meeting this standard caused by the negligent act or omission of Cochran.

Prior to the start of work, the owner/client shall disclose, to the best of their knowledge, hazardous or toxic substances are not present on the site. Also, said owner/client hereby indemnifies Cochran against all claims resulting from the presence of such substances on the site.

If Cochran's scope of work includes construction phase services, the administration of the construction contract shall be pursuant to AIA document A201 General Conditions, unless otherwise agreed to by the parties in writing. To be enforceable against Cochran, any modifications to that document must be consistent with this Contract or approved in writing by Cochran. If there is a conflict between the aforementioned A201 General Conditions and this Agreement, then this Agreement will control.

COCHRAN will not supervise or direct the work activities of the Client's employees or any construction contractors, sub-contractors or any of their employees, or other individuals not employed by Cochran. Cochran will abide by any job-site safety programs identified by the Client but will not be responsible for job-site safety of any workers or persons not employed by Cochran. Cochran will not control or be responsible for the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees. Cochran will not be responsible for the failure of any Contractor to perform the Work in accordance with the Contract Documents. In addition, Cochran will not be responsible for identification of unsafe conditions, nor for the identifications, handling, or removal of hazardous or toxic substances.

When making any interpretation or decision as required by the General Conditions on matters concerning performance under or requirements of the Contract Documents, Cochran will not show partiality to any party, and shall not be liable for the results or interpretations or decisions so rendered in good faith.

TIME OF PERFORMANCE Cochran will commence work immediately after receipt of written notice-to-proceed and receipt of all required information from the Client. Cochran will endeavor to complete the project within the time stated in the proposal, but will not be responsible for delays caused by events beyond Cochran's control. Cochran will also not be responsible for damages (as well as delays) caused by such events.

TERMINATION OF SERVICES This Contract may be terminated by either party upon not less than seven days written notice should the other party fail to substantially perform in accordance with these terms and conditions, which includes the failure to make payments to Cochran in accordance with this Contract. Furthermore, this Contract may be terminated for convenience upon mutual agreement between the parties.

~~DISPUTE RESOLUTION Any claim, dispute, or other matter in question arising out of this Contract, shall first be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Association ("AAA"). Mediation shall be held where the project is located and both parties shall share equally in the mediator's fees and filing fees.~~

~~Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. If the parties have to arbitrate their dispute, the prevailing party is entitled to recover attorney's fees and costs. Arbitration shall be held where the project is located.~~

CONSEQUENTIAL DAMAGES BOTH PARTIES MUTUALLY WAIVE CONSEQUENTIAL DAMAGES FOR CLAIMS, DISPUTES, OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PERFORMANCE OF COCHRAN. THIS MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION OR ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND/OR BREACH OF WARRANTY.

COMPENSATION The Client agrees to compensate Cochran in the amount stated in the accompanying proposal letter for the basic services described therein and agrees to additional compensation for such additional services as may be subsequently amended to this Contract. Unless stated otherwise in the accompanying letter, the quoted compensation for the services described is fixed for a period of thirty days from the date of the proposal letter.

An invoice for progress payments will be submitted monthly during the performance period of this Contract. It is agreed that monthly progress payments for fees earned under this contract are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half percent (1 ½%) per month on all invoices unpaid fifteen (15) days after submission. It is further understood that if the project is terminated, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished. The Client will pay all costs (including legal fees and arbitration and/or court costs) incurred by Cochran in collecting amounts due but unpaid. In the event that the client disputes an invoice, the client will make payment of all amounts of the invoice that are not in dispute. If the project is terminated, the client will pay Cochran's incurred costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.) Any changes in laws, codes or regulations after the contract is executed that result in additional services and/or costs shall be paid for by the owner as a change in the work.

Unless specifically itemized in the accompanying letter, reimbursable expenses are in addition to the stated compensation for basic and additional services. Standard reimbursable expenses shall include: Client authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.

LIMIT OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW, COCHRAN'S LIABILITY TO THE CLIENT FOR ANY CLAIMS, LOSSES, EXPENSES, OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT AND/OR COCHRAN'S THEREUNDER PERFORMANCE SHALL NOT EXCEED THE AGREED UPON COMPENSATION FOR BASIC AND ADDITIONAL SERVICES COVERED UNDER THIS CONTRACT.

DOCUMENTS All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project stated in the accompanying proposal letter. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and they may not be used by the Client or a third party to complete the project without the written consent of Cochran.

MISCELLANEOUS This Contract and the rights of the parties shall be governed by the laws of the State of Missouri. To the extent that property insurance covers a loss during construction, the parties waive all rights against each other, including the rights of subrogation, to the extent of that insurance. Updated 01/2016 Initials _____

Project Cost Estimate

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	2013000	Clearing and Grubbing	AC	5	\$6,000.00	\$30,000.00
2	2022010	Removal of Improvements	LS	1	\$100,000.00	\$100,000.00
3	2035000	Unclassified Excavation	CY	5,000	\$10.00	\$50,000.00
4	2035500	Embankment in Place	CY	20,000	\$12.00	\$240,000.00
5	3040504	Type 5 Aggregate For Base (4")(Roadway)	SY	10,800	\$5.00	\$54,000.00
6	3105002	Gravel (A) or Crushed Stone (B)	TON	20	\$50.00	\$1,000.00
7	4011209	Bituminous Pavement Mix PG64-22 (BP-1) (2" Surface Course)	TON	600	\$75.00	\$45,000.00
8	4013000	Bituminous Pavement Mix PG64-22 (Base) (Three - 3 Inch Lifts)	TON	2,200	\$78.00	\$171,600.00
9	5021200	Concrete Pavement (8 in.) (Stamped Red)	SY	610	\$100.00	\$61,000.00
10	5021311	Concrete Pavement (10 in. Non-Rein., 15 FT. Joints)	SY	4,500	\$57.00	\$256,500.00
11	6061010	Type A Guard Rail	LF	2,000	\$25.00	\$50,000.00
12	6062301A	Transition Section, 6.5 Ft. Posts	EA	2	\$700.00	\$1,400.00
13	6062401	Bridge Anchor Section	EA	2	\$2,500.00	\$5,000.00
14	6063015	Type A Crashworthy End Terminal	EA	2	\$3,000.00	\$6,000.00
15	6083010	Raised Concrete Island 6" Thick	SF	3,500	\$6.00	\$21,000.00
16	6092040	Concrete Vertical Curb	LF	300	\$25.00	\$7,500.00
17	6181000	Mobilization	LS	1	\$100,000.00	\$100,000.00
18	6240104A	Separation Geotextile	SY	5,000	\$3.00	\$15,000.00
19	7250324A	24 in. Reinforced Concrete Pipe	LF	300	\$70.00	\$21,000.00
20	8061005	Rock Ditch Checks	LF	200	\$12.00	\$2,400.00
21	8061019	Silt Fence	LF	5,000	\$2.00	\$10,000.00
22	6161005	Construction Signs	SF	1,000	\$10.00	\$10,000.00
23	6161031	Type III Moveable Barricade with Lights	EA	8	\$400.00	\$3,200.00
24	6161099	Changeable Message Sign With Communication Interface, Contractor Furnished, Contractor Retained	EA	3	\$4,000.00	\$12,000.00
25	6200000	Pavement Marking and Striping	LS	1	\$20,000.00	\$20,000.00
26	9020100	Lighting	LS	1	\$100,000.00	\$100,000.00
27	9030000	Permanent Signage	LS	1	\$20,000.00	\$20,000.00
28	8051000A	Seeding - Cool Season Mixtures	AC	4.0	\$5,000.00	\$20,000.00
Construction Total =						\$1,433,600.00
Contingency @ 15%						\$215,040.00
Right-of-Way Acquisition						\$50,000.00
Surveying and Design Engineering						\$169,864.00
Construction Inspection and Testing						\$110,411.60
TOTAL PROJECT COST						\$1,978,915.60



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, January 14, 2020
Bid Reject

**IN THE MATTER OF REJECTING
THE BID SUBMITTED FOR HEALTH
CARE SERVICES IN THE ADULT
DETENTION FACILITY**

WHEREAS, on the 27th day of November, 2019 the Purchasing Department received responses to the Request for Proposals for Health Care Services in the Adult Detention Facility; and

WHEREAS, only one (1) bid was received from Advanced Correctional Healthcare, Inc.; and

WHEREAS, after discussion with the Sheriff's Department it has been determined the one bid received is over their budgeted amount and is rejected.

IT IS THEREFORE ORDERED that the bid submitted by Advanced Correctional Healthcare, Inc. is hereby rejected.

IT IS FURTHER ORDERED that a copy of this Order be provided to Advanced Correctional Healthcare, Inc.; Ann Struttmann, Purchasing Department; Sheriff Steve Pelton; and to Mandy Warnecke, Sheriff's Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

January 7, 2020

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: RFP 2019-50 Health Care Services Adult Detention Facility

Dear Commissioners:

On November 27, 2019 the Purchasing Department received responses to the Request for Proposals for Health Care Services in the Adult Detention Facility. One response was received from Advanced Correctional Healthcare, Inc. Following review and discussion with the Sheriff Department, the Purchasing Department hereby submits recommendation to reject the proposal from Advanced Correctional Healthcare, Inc.

Respectfully,

Ann Struttmann
Purchasing Director, Franklin County



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, January 14, 2020
Policy

IN THE MATTER OF APPROVING AND ADOPTING AN AUTOMATED EXTERNAL DEFIBRILLATOR POLICY AND PROTOCOLS

WHEREAS, the Franklin County Commission, based upon the recommendation of the Franklin County Health Department, has determined that it is in the best interest and welfare of the citizens of Franklin County to have access to Automated External Defibrillators (AED) in County facilities; and

WHEREAS, Missouri law mandates that prior to having AEDs available in public areas that it is necessary that an appropriate operating policy be adopted and that operating protocols be approved by a licensed physician; and

WHEREAS, attached hereto and incorporated by reference herein are a policy and a set of protocols which have been approved by the Franklin County Medical Director.

IT IS THEREFORE ORDERED by the Franklin County Commission that the attached Operating Policy and Protocols for the use of Automated External Defibrillators are hereby approved and adopted.

IT IS FURTHER ORDERED that a copy of this Commission Order be provided to the Franklin County Health Department and to the Franklin County Medical Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AED Monthly Inspection Log

Report Issues Use of AED to Health Dept. (636) 583-7300/7312

2020

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Battery status indicator												
Voice & Light Status Indicator												
Adult Pads within exp date												
One set Ped. Pads (optional)												
Face Mask												
Scissors												
Razor												
Two pair Gloves												
Towel/Wash Clothes												
INSPECTED												
Remarks, Problems												
Corrective actions taken												
Corrective actions by:												

Signature	Initials

FRANKLIN COUNTY
HEALTH DEPARTMENT



ANGIE M. HITTSON, RN
ADMINISTRATOR/DIRECTOR

414 East Main St.
Union, MO 63084
Office: 636-583-7300
Fax: 636-583-7305

Operation of External Defibrillator (AED)

I direct Franklin County personnel who have completed the approved training sessions in Cardiopulmonary Resuscitation (CPR), and the use and care of the AED to implement the emergency medical treatment and operate the equipment according to the county protocol and operational protocols set forth in this policy.

Review of this order, and agency policies and procedures related to carrying out this order, shall occur at least once every year.

This order will be effective January 1, 2020 through January 31, 2021.

Shaukat Thanawalla, M. D.

Date of Signature

AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

Protocol for AED USE Franklin County

Subject: Automated External Defibrillation Program Zoll AEDplus

Effective: _____

I. PURPOSE

The purpose of this protocol is to provide the medical direction, standing order, and operational protocols for the implementation and operation of AEDs by Franklin County staff.

II. OVERVIEW

A. *Administration*

The Franklin County Health Department, under the oversight of a physician medical director, will administer the AED program. The Franklin County Health Department AED Medical Director is Shaukat Thanawalla, MD.

B. *Medical Direction*

The Medical Director has authorized this protocol for AED use by Franklin County CPR & AED trained personnel.

C. *Trained Personnel*

Franklin County personnel shall have completed the approved training sessions in Cardiopulmonary Resuscitation (CPR), and the use and care of the AED. Only such trained personnel shall be allowed to operate the AED and perform the **monthly** checks.

Each building is required to submit a list of trained personnel to the Franklin County Health Department Director each year by January 1st and as staff changes are implemented.

D. *Training/Continuing Education*

All personnel shall be trained to the American Heart Association's (AHA) Standards of Basic Life Support for Heart Saver and Heart Saver AED, through an AHA site, American Red Cross, or a nationally-recognized equivalent program. All shall maintain this certification in order to use the AED. Personnel

shall demonstrate knowledge of the standing orders and skill competency in a practical evaluation. Trained personnel shall review AED orders and procedures with respect to cardiac arrest and CPR on a monthly basis.

E. Quality Assurance

Trained Franklin County personnel are responsible for the accurate recording of information on the AEDs, along with the security and confidentiality of all patient records. Personnel are to maintain proper compliance with patient privacy as per Federal Health Insurance Accountability Act (HIPAA) Guidelines. Properly completed patient information sheets are very important to this process. **All documentation from the use of an AED shall be submitted to the Franklin County Health Department Director within 24 hours of the event.**

The Health Department Director will review all cases in which the AED was used and submit to the Medical Director.

F. Equipment Maintenance

Each AED shall be maintained to manufacturer's recommendations and checked by designated staff on a **monthly** basis. Any questions or concerns with the AED should be directed to the Health Department Director (636) 583-7312.

G. Equipment Checks

One time per month and after any use, trained and designated staff shall check the AED to insure:

- 1) The AED indicator is green, showing the unit in working order;
- 2) Electrodes are greater than two months from expiration date; and,
- 3) All supplies needed during a cardiac arrest are in place and ready for use.

The carrying case for the AEDs shall contain:

- One (1) complete ZOLLAEDPLUS, AED;
- Two (2) packages of adult patient electrodes (one installed);
- One (1) package of pediatric electrode pads;
- One (1) face mask with one-way valve;
- One (1) pair crash shears (scissors);
- Two (2) disposable "prep type" razors;
- Two (2) pair disposable gloves;
- Two (2) absorbent wiping cloths/towels; and,

- One (1) Emergency Report sheet with writing pen.

Permanent records of the daily checklist shall be maintained on file next to the AED for the time required by Federal, State and local regulations.

After each patient use, the AED and all of the supplies shall be rechecked and restocked as needed, prior to placing the AED back in service.

III. PURPOSE

A. Operation of the AED

*** 9-1-1 must be notified of any emergency situation where the AED could possibly be used, whether the AED is used or not.

The AED shall be utilized only on patients that are:

- Pulseless/showing no signs of life*;
 - Not breathing (apneic);
 - Unconscious/unresponsive*;
- ✚ Children over age 8 can be treated with a standard AED and adult pads.
 - ✚ For children ages 1–8, the AHA recommends the pediatric attenuated pads.

Before attaching the electrodes to the patient, the trained operator of the AED will **personally verify** that the patient meets or exceeds the above criteria. Once the patient has been confirmed to be in cardiac arrest, and while CPR is in progress, the trained operator will place the AED near the patient's head and lift the lid that activates the unit. The AED will instruct the rescuer (text and verbal prompts) to **"Place electrodes."** The rescuer shall then place the electrodes in the appropriate manner. Once the electrodes are in place, the AED will assess the patient and will issue audible and text prompts **"Do not touch the patient, analyzing rhythm."** All CPR shall cease during this time and no one shall touch the patient.

After the AED has assessed the patient, the device will inform the rescuer either to **"Stand Clear, Push flashing button to rescue"** or **"Check for signs of circulation, if no circulation, start CPR."** If a shockable rhythm is detected, the rescuer will push the flashing button when instructed to do so by the AED voice and text prompts. The rescuer shall make sure that no one is touching the patient prior to delivering a shock. This AED will deliver a set of three (3) shocks consecutively (referred to as stacked), only as long as there is a shockable rhythm. After the delivery of stacked shocks, the AED will advise to **"Check for**

signs of circulation, if no circulation, start CPR.” When the AED instructs the rescuer to **“Start CPR”** the rescuer shall do one minute of CPR each and every time the device prompts. If there is a rhythm change to the patient during CPR, the AED will issue audible and text prompts **“Do not touch the patient, analyzing rhythm,”** even if the one-minute time for CPR has not passed.

Please refer to the owner’s manual for complete operating instructions.

The AED unit operator shall continue with the above protocols until Advanced Life Support (ALS) or Emergency Medical Services (EMS) arrives, at which time the first responder shall report to and follow the directions of the ALS/EMS team.

The Health Department is to keep all patient records secure for a period of five (5) years, at which time they may be properly disposed as per Missouri Secretary of the State Record Retention Guidelines.

B. Special Situations

Before attaching the AED, the operator shall first determine whether special situations exist that contraindicate the use of the AED, or require additional actions before its use. Special situations shall include, but are not limited to, the following:

- Those victims in water, or those wet to touch;
- Those less than eight (8) years of age**; (use pediatric pads)
- Those less than fifty-five (55) pounds**; (use pediatric pads)
- Those with transdermal (on skin) medication patches; (remove them)
- Those with implanted pacemakers or ICDs (Implanted Cardiac Defibrillators); (do not place patch directly over ICD)
- Those lying on a metal surface; and,
- Two-way radio or cell phone use is to be greater than 10 feet from the activated AED.

***If pediatric pads are available, they are to be used on children ages 1-8 only.*

IV. POST-AED USE OPERATIONS

Post-use operations shall include:

- Completion of the Emergency Information Sheet;

One (1) copy To Health Department Director, one (1) copy will be retained for your records, and one (1) copy will be sent to the patient's hospital location no later than 24 hours. See **Section E** of this protocol with regards to security and confidentiality. After all reports are completed, follow the proper steps, as listed in your operations manual to erase the rescue from the internal memory of the AED.

Medical Director: _____

Date: _____



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Quit Claim Deed

**IN THE MATTER OF AUTHORIZING
EXECUTION OF A QUIT CLAIM DEED
IN FAVOR OF THE CITY OF NEW HAVEN,
MISSOURI PERTAINING TO CERTAIN
PORTIONS OF DOUGLAS STREET**

WHEREAS, to cooperate with the City of New Haven and to meet the needs of the citizens of New Haven the Franklin County Commission has determined that it is in the best interest of all parties to transfer ownership of the necessary portions of Douglas Street to the City of New Haven; and

WHEREAS, an objective of Franklin County is to cooperate with the municipalities within Franklin County whenever such is reasonably possible so as to best serve the citizens of Franklin County; and

WHEREAS, a copy of the necessary Quit Claim Deed is attached hereto and is incorporated by reference herein.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the above referenced Quit Claim Deed pertaining to portions of Douglas Street is hereby approved and that the Presiding Commissioner is authorized to execute said Quit Claim Deed on behalf of Franklin County.

IT IS FURTHER ORDERED that Tim Baker, County Clerk, cause a copy of this Order and the executed deed be forwarded to Kathleen A. Trentmann, City Administrator for the City of New Haven, so that the City of New Haven can authorize acceptance of the applicable parcels and can thereafter have the Quit Claim Deed recorded in the Office of the Recorder of Deeds for Franklin County, Missouri.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: January 14, 2020

GRANTOR(S) NAME: County of Franklin, Missouri

Mailing Address: 400 E. Locust Street
Union, Missouri 63084

GRANTEE(S) NAME: City of New Haven, Missouri

Mailing Address: 101 Front Street
New Haven, Missouri 63068

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the 14th day of January, 2020, by and between County of Franklin, Missouri, whose mailing address is 400 E. Locust Street, Union, Missouri (“**Grantor**”), and City of New Haven, Missouri, whose mailing address is 101 Front Street, New Haven, Missouri 63068 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of Franklin and State of Missouri, to-wit:

Lot A of E B Hammack’s Plat 7 as per plat of record in the office of the Recorder of Deeds of Franklin County, Missouri, Document No. 2000396

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor has executed these presents on the day and year first above written.

Grantor

Tim Brinker, Presiding Commissioner

Seal:

Attest: _____
Tim Baker, County Clerk

Grantee

George Panhorst, Jr. Mayor

Seal:

Attest: _____
Melissa Bergner, City Clerk

STATE OF Missouri)
) SS:
COUNTY OF Franklin)

On this _____ day of _____, 2020, before me personally appeared Tim Brinker, who being by me duly sworn did say that he is the Presiding Commissioner of the County of Franklin, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County, by authority of its County Commission, and said Tim Brinker acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public _____

STATE OF Missouri)
) SS:
COUNTY OF Franklin)

On this _____ day of _____, 2020, before me personally appeared George Panhorst, Jr., who being by me duly sworn did say that he is the Mayor of the City of New Haven, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said George Panhorst, Jr. acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public _____



Commission Order No. 2020-18

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING
A PURCHASE ORDER TO RETURN
FUNDS TO ST. ALBANS PROPERTIES, LLC**

WHEREAS, on August, 29 2017 Commission Order 2017-306 was approved authorizing execution of a Contract with the Department of the Army, U.S. Army Corps of Engineers for the repairs to a levee owned by St. Albans Properties, LLC; and

WHEREAS, Franklin County has received a check from the US Treasury for \$14,448.66 as and for an overpayment made by St. Albans Properties, LLC for the repairs made to the levee; and

WHEREAS, Franklin County desires to deposit the check and issue a purchase order for said amount for payment to be made directly to St. Albans Properties, LLC.

IT IS THEREFORE ORDERED, that the Purchasing Department is hereby authorized to issue a purchase order for \$14,448.66 using account #100596-661100 payable to St. Albans Properties, LLC.

IT IS FURTHER ORDERED, that a copy of this order be provided to Debbie Aholt, Treasurer; Ann Struttmann, Purchasing Agent; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

United States Treasury

15-51
000

USACE FINANCE CENTER
MILLINGTON, TN

8736 - 01856882

Check No.



12-19-19

Pay to RETNADV 24748
the order of PAY EXACTLY \$*****14448AND66CTS

FRANKLIN COUNTY MISSOURI
MR JOHN GRIEDHEIMER COMMISSIONER
400 EAST LOCUST
UNION MO 63084

\$*****14448.66*

VOID AFTER ONE YEAR

Keith Hall

G5

⑈87362⑈

⑆000000518⑆ 018568825⑈



Commission Order No. 2020-19

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Amendment

IN THE MATTER OF AMENDING COMMISSION ORDER 2020-3

WHEREAS, prior hereto on January 7, 2020 the Franklin County Commission adopted Commission Order No. 2020-3 pertaining to the approval of a contract with Gateway Drug Screening, LLC; and

WHEREAS, such Order limited the scope of the contract to the Franklin County Sheriff's Department; and

WHEREAS, it is necessary that such Order reflects that Gateway Drug Screening, LLC will be utilized by various Franklin County Departments.

IT IS THEREFORE ORDERED that Commission Order No. 2020-3 be and is hereby amended to reflect that various Franklin County Departments will be utilizing Gateway Drug Screening, LLC.

IT IS FURTHER ORDERED that a copy of this Order be provided to Gateway Drug Screening, LLC; Steven Pelton, Franklin County Sherriff; and to Ann Struttmann, Franklin County Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

GATEWAY DRUG SCREENING, LLC

This Agreement is the contract between **Gateway Drug Screening, LLC (GDS)** and **Franklin County Missouri**, hereinafter referred to as the "Client" under which the following terms and conditions apply:

Scope of Services:

GDS to provide for the collection of urine samples for the purpose of screening Client's employees or an individual for the presence of illegal drugs in their system. All tests will follow Department of Transportation (DOT) protocol.

Laboratory Analysis:

All samples, unless otherwise arranged, will be tested by a Substance Abuse and Mental Services Health Administration (SAMSHA) approved and regulated laboratory. Negative results will be available within 24 hours, and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol, which will take an additional 2-5 days. The laboratory will store all positive samples for a period of one year.

Confirmation of a Positive Result:

The Client agrees that all positive results will be reviewed by the MRO, with follow up contact made with the donor. The purpose of this follow up interview is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

Reporting:

Negative results will be communicated to the Client by fax, email, or US mail. Positive results require review by MRO, which can take an additional 2-5 days and will be communicated in the same manner as a Negative result.

Collection Protocol:

All collections, unless accepted by the conditions listed for observed collections below, will afford the donor full privacy and dignity. All collections will take place at the GDS office, or at the request of the Client, Client facilities, or Client locations. The collection protocol for standard urine collection follows all DOT guidelines. Observed collections are permitted only under the following conditions: 1. Written protocol with the Client that includes written disclosure to the employee that is acknowledged by donor signature. 2. The Client representative will be contacted for concurrence prior to the collection. 3. The donor will not be permitted to leave the collection site until the collection is complete. If donor chooses to leave before the collection is complete, it is considered a refusal to test, and is reportable to the DOT. 4. An observer of the same sex will be used at all times. 5. Causes for observed collections are:



Gateway Drug Screening, LLC
206 South Church Street
Union, MO 63084

Phone: 636.583.2055
Toll Free: 888.770.7311
Web: www.gatewaydsi.com

E-Mail: Eric@gatewaydsi.com

GATEWAY DRUG SCREENING, LLC

adulterated sample, out-of-range temperature, Client request in writing due to suspected adulterations of previous samples or that the Client suspects an attempt will be made to adulterate the current sample. For DOT employees, any Return To Duty, or Follow- Up test will be under direct observation. See CFR part 40.67.

Quality Assurance:

All collectors are Drug and Alcohol Testing Industry Association (DATIA) Certified Federal Drug and Breath Alcohol collectors. Further, GDS is DATIA Certified and nationally accredited as a Drug/Alcohol Collection Facility. This national accreditation assures specific high quality services including training/certification of all collectors, insurance, oversight/inspections, conformance to all regulatory statutes and ethical standards. DATIA certification for collectors includes a national test to determine proficiency and knowledge of the collection process.

Payment Terms:

Client agrees to make payment in full within thirty (30) days of the billing statement. An account is considered delinquent if no payment has been received on the 31st day following the statement day, and a finance charge and collection costs may be assessed for such delinquent balances.

Term of Agreement:

This Agreement shall continue in force upon the signing by both parties for a term not to exceed the end of the Fiscal Year – December 31st. Thereafter, the term may be renewed for an unlimited number of successive one-year terms upon mutual consent of the parties each term to expire at the end of the Fiscal Year.

Confidentiality:

Strict confidentiality will be adhered to at all times, for the protection of the donor and Client. The only disclosures that will be made will be to designated employer representatives, Medical Review Officer (MRO) or laboratory, through written permission of the donor or formal court order.

Attorney's Fees:

If any contested action is brought to enforce, modify, interpret or void the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees as well as appropriate relief.



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GATEWAY DRUG SCREENING, LLC

Fees for Services:

5 – Panel Rapid Drug Screen	\$20.00 per test
9 – Panel Rapid Drug Screen	\$22.00 per test
10 – Panel Drug Screen	\$35.00 per test
DOT Drug Test	\$38.00 per test
DOT Consortium	\$65.00 per quarter
Breath Alcohol Test	\$25.00 per test including confirmation if needed
On Site Testing (Within Franklin County)	\$80.00 plus test fees above
After Hours Testing (Not Scheduled)	\$150 plus test fees above

Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties. Amendment: This Agreement may not be amended or modified in any respect except by an agreement in writing executed by both Parties.

The undersigned understands and agrees to the terms and services outlined in this agreement.

Client Representative

Gateway Drug Screening, LLC

Date

Date

Franklin County Missouri

Client Company Name



Gateway Drug Screening, LLC
206 South Church Street
Union, MO 63084

Phone: 636.583.2055
Toll Free: 888.770.7311
Web: www.gatewaydsi.com

E-Mail: Eric@gatewaydsi.com



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Amendment

**IN THE MATTER OF AMENDING
COMMISSION ORDER 2019-512
AND APPROVING A SECOND
APPLICATION WITH CRAWFORD
ELECTRIC COOPERATIVE, INC
FOR ANOTHER TOWER**

WHEREAS, prior hereto on December 17, 2019 the Franklin County Commission adopted Commission Order No. 2019-512 pertaining to the approval of a membership application, service contract, and utility easement with Crawford Electric Cooperative Inc.; and

WHEREAS, such Order misstated where the tower site is located; and

WHEREAS, it is necessary that such Order reflects that the tower site is located on Highway EE in Washington County; and

WHEREAS, in addition it is necessary for an another application to be approved for the second tower, also located on Highway EE in Washington County, to have electricity; and

IT IS THEREFORE ORDERED that Commission Order No. 2019-512 be and is hereby amended to reflect that both tower sites are located on Highway EE in Washington County, Missouri.

IT IS FURTHER ORDERED that the application, service contract, and utility easement with Crawford Electric Cooperative, Inc. for a second tower site is hereby approved and that the Presiding Commissioner is authorized to execute the necessary documentation on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order be provided to Crawford Electric Cooperative, Inc.; Abe Cook, EMA Director; and Ann Struttman, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

CRAWFORD ELECTRIC COOPERATIVE INC.
Membership Application, Service Contract, and Utility Easement

This agreement, made and entered on this 8TH of JANUARY, 2020, by and between Crawford Electric Cooperative Inc., a corporation of Bourbon, Crawford County, Missouri, hereinafter referred to as the Cooperative, and

FRANKLIN COUNTY and _____
(Applicant) (Joint Applicant)

hereinafter referred to as Applicant.

WHEREAS, the Applicant desires that electric current be made available for use on his property in the attached executed easement or as follows:

Account / Location No. 55-16-0001-02 (RADIO TOWER ON EE PAST WOODLAND)

Township _____ Range _____ Section _____ Acres _____

WHEREAS, the Cooperative cannot provide for the transmission of such current to the said property without assurance that the cost of the construction of the transmission lines be repaid by Applicant's payment for current purchased.

NOW THEREFORE, in consideration of the Cooperative constructing and maintaining distribution and transmission lines and supplying electric current to a point on the above described premises, it is mutually agreed as follows:

1. The Applicant, by paying a membership fee, meter or temporary deposit, assumes no personal liability, or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.

2. Applicant acknowledges and agrees that the information provided in this application will be provided to an independent consumer credit evaluation service for the purpose of determining applicant's credit worthiness and recommendation for service security deposit.

3. The point of delivery of said electric energy shall be the line side of the meter loop on member-owned meter loops and the load side of the main breaker in the meter base on Cooperative-owned meter loops.

4. The Applicant will cause his premises to be wired in accordance with wiring specification as approved by local code / authority or in the absence of local code / authority by the National Electric Code.

5. The Applicant, if owner of the above-referenced property, hereby expressly affirms and conveys without cost to the Cooperative the perpetual right to enter upon the above-referenced property and to place, replace, construct, reconstruct, operate, repair and maintain thereon, and in or upon all streets, roads or highway abutting said lands, either above ground or underground or a combination of both, an electric transmission or distribution line or system, cables, fiber optics or other lines; and the right to increase or decrease the voltage, size or capacity of the line, all as the Cooperative may deem necessary or advisable; and the right to have ingress and egress to, from and over the above-referenced property, for doing anything reasonable or useful for the enjoyment of the easement herein granted; and to cut, trim, spray or by any other manner remove all brush, trees and timber within fifteen (15) feet of the centerline of said electric distribution line or system (30 foot easement); and further to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; and to dispose of the above-described trees and brush in any manner deemed appropriate by the Cooperative; and to remove all structures that might endanger the line or system by fire or otherwise.

6. The Applicant will comply with and be bound by the provision of the charter and bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative.

7. There shall be a minimum monthly charge or bill based on Board Policy.

8. The Applicant agrees, when electric energy becomes available, to purchase from the Cooperative all electric energy purchased for use on the premises described above for a minimum period of 1 year from the date that electric current is made available to said property and will pay to the Cooperative each month for all electric energy, subject to all the terms and provisions of this agreement, and subject to all the rules and regulations of, and changes in rates for service by the Cooperative, which may be established by the Cooperative. Service availability is construed to mean that charge for electric service begins upon installation of the Cooperative's facilities to members' premises regardless of status of occupancy, wiring inspection, etc. Applicant will pay collection costs, including interest & reasonable attorney fees, for any unpaid debts to the Cooperative.

9. This agreement shall be binding upon the successors, heirs, executors, administrators and assigns of the Landowner.

10. Applicant requests and authorizes the Cooperative's board of directors to subscribe to Rural Missouri on his / her behalf and authorizes the subscription price thereof to be deducted from any funds accruing in his / her favor, so as to reduce such funds in the same manner as would any other expense of the Cooperative.

11. The Applicant authorizes the Cooperative to round up electric bills to the next highest dollar, with the money collected going to Operation Round Up. Applicant may elect not to participate in Operation Round Up by checking the box at right.

12. The Applicant certifies that the one box marked is the predominant use of electricity. If energy purchased results in a sales tax liability due to use other than stated, the Applicant assumes responsibility for remitting such tax due directly to the Director, Missouri Department of Revenue.

HOUSEHOLD FARM RENTAL HOUSE CAMP SITE OTHER TOWER SITE _____

Wherefore, we have set hands the day and year first above written. _____ SS# _____

Please sign and return a copy in the envelope provided. Keep other copy for your records.

SS# _____



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH VENDOR REGISTRY

WHEREAS, Vendor Registry provides computer and software systems to Franklin County for the benefit of the Franklin County Purchasing Department; and

WHEREAS, the Franklin County Purchasing Department is in need of expanding services with Vendor Registry to include a Contract Management Module, an electronic bidding system for the purpose of streamlining the purchasing process; and

WHEREAS, Vendor Registry has agreed to provide such in accordance with the Agreement attached hereto; and

WHEREAS, Vendor Registry has agreed to provide access to its Contract Management System to Franklin County at an annual fee of \$1200.00 per user as shown in the contract which is attached hereto and incorporated by reference herein; and

IT IS THEREFORE ORDERED that the Agreement with Vendor Registry is hereby approved and that Presiding Commissioner, Tim Brinker, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that an executed copy of said agreement and a copy of this Order be provided to Vendor Registry; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



SUBSCRIPTION FORM

Vendor Registry agrees to provide access to its Contact Management System (“CMS”) to Franklin County MO (“Subscriber”) according to the terms of this Contract Management Solutions Subscription Form and the accompanying VMS subscription terms and conditions (found at <https://vendorregistry.com/terms/>).

Subscriber Terms

	Users	Fee	Total
Annual Fee – Contract Management System	2	\$1200.00	\$2400.00
10% Discount for Current Client			\$240.00
Total Annual Fee**			\$2160.00

****Annual increase not to exceed 3%.**

Length of Subscription – 12 months

Subscriber

By _____

Name: _____

Title: _____

Date: _____



Last Modified: January 1, 2019

Membership Terms of Service

Welcome to the **Vendor Registry** website (the “**Site**”). This Site is owned and operated by **Vendor Registry, Inc.** (“**Vendor Registry**”), a Tennessee limited liability company with different solutions made available via the Site regarding vendor and contract management designed to streamline the purchasing process (collectively the “**Services**”) for customers. You acknowledge that by using the Site you are agreeing to all of the following terms and conditions (the “**Terms of Service**”). Therefore, please read the entire Terms of Service before registering with, or otherwise using, the Site. As used in these Terms of Service, “you,” “your,” and their variants means both (i) you, the person or entity that accesses or uses the Site or Services, and (ii) to the extent applicable, the company, organization or other entity on behalf of which you are entering into these Terms of Service. All capitalized terms in these Terms of Service, other than those capitalized for grammatical reasons, are defined in the Section in which they are first used as indicated by bold type.

THE TERMS OF SERVICE SET FORTH BELOW GOVERN YOUR USE OF THIS SITE ON THE INTERNET, THE WORLD WIDE WEB, MOBILE NETWORKS, OR ANY OTHER COMMUNICATION METHODS NOW KNOWN OR IN THE FUTURE DEVELOPED, AS WELL AS ALL INFORMATION THEREIN. THESE TERMS OF SERVICE CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, AN INDIVIDUAL USER OF AT LEAST EIGHTEEN (18) YEARS OF AGE, AND VENDOR REGISTRY AND GOVERN YOUR ACCESS TO, AND USE OF, THE SITE, TOGETHER WITH THE SERVICES AVAILABLE THROUGH THE SITE,

INCLUDING YOUR SUBSCRIPTION TO AND USE OF THE SITE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF SERVICE, CLOSE THIS SITE DOWN IMMEDIATELY AND DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. YOUR USE OF THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS OF SERVICE SET FORTH BELOW.

1. Use of Site.

1.1. Personal Use; Limited Rights. Subject to the terms and conditions herein, Vendor Registry grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access the Site and the Services to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Site or Services, permit other users access to our Site or Services through your account, or use the Site or Services to host content for others. You may not copy or download any content from the Site or Services except with the prior written approval of Vendor Registry. You acknowledge that, except as otherwise expressly provided, these Terms of Service are solely between you and Vendor Registry.

1.2. Restrictions. The rights granted herein are personal to you, and you may not resell our Site or Services, permit other users access to our Site or Services through your account, or use the Site or Services to host content for others. You may not copy or download any content from the Site or Services except with the prior written approval of Vendor Registry. You acknowledge that, except as otherwise expressly provided, these Terms of Services are solely between you and Vendor Registry. Furthermore, without the prior written approval of Vendor Registry, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sublicense, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Site or Services. You agree not

to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Site or Services. Your rights are subject to your compliance with these Terms of Service as well as any other agreements applicable to the Services you are using.

1.3. Eligibility. BY USING THE SITE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, AND YOU WILL BE THE ONLY PERSON USING THIS ACCOUNT. THIS SUBSCRIPTION IS NOT TO BE SHARED. IT IS FOR USE BY YOU ONLY. This Site is to be used as a resource for those interested in buyer registrations and bid notifications. Any other use is prohibited and may result in termination of subscription without refund and/or legal action against you.

1.4. Use and Ownership of Services and Site Content. Vendor Registry shall retain all right, title and interest in and to the Site, the Services and all the materials and content provided to you pursuant to this Agreement, including all intellectual property rights therein and thereto. No right, title or interest in any material on this Site is transferred or granted to you as a result of downloading or using any of the Site content. Permission to reprint or reproduce any document or image from this Site, in whole or in part, for any reason except for personal, non-commercial use, is prohibited, unless prior written consent is obtained from Vendor Registry. Unless otherwise noted, all materials, including images, text, illustrations, designs, icons, photographs, programs, video clips and written and other materials that are part of this Site are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Vendor Registry and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this Site is the exclusive property of Vendor Registry and is also protected by U.S. and international copyright laws. The Vendor Registry name, and all deviations thereof, and all related names, design marks and slogans are trademarks or service marks of Vendor Registry.

All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

1.5. Use and Ownership of User Content. You understand that all information you provide will be maintained by Vendor Registry according to the terms of the Vendor Registry Privacy Policy, as published on the Site. Such terms thereunder are hereby incorporated by reference and are available at <https://vendorregistry.com/privacy/>. Nothing in this Agreement shall be construed to constitute a sale or other transfer of title of your trademarks or copyrights to Vendor Registry. By posting any content on the Site, you grant Vendor Registry a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and/or database rights that you have or may have in such content, in any media whatsoever, whether known now or in the future. You understand that you are solely responsible for providing accurate and complete information and that failure to do so may result in actions taken against you for misrepresentation or fraud by Vendor Registry or others.

2. Modification of Terms.

Vendor Registry may make changes to the content and services offered on this Site at any time. Vendor Registry reserves the right to change or update these Terms of Service at any time by posting such changes on this Site, and/or by sending registered subscribers an email notice of such changes. If any modification is unacceptable to you, you will cease using this Site and cancel your subscription with no refund. If you do not cease using this Site and cancel your subscription, you will be deemed to have accepted all changes and agreed to the Terms of Service as modified. These Terms of Service may not otherwise be

amended except by written agreement, signed by you and Vendor Registry.

3. Notice.

Vendor Registry may decide to provide you with notices, including those regarding changes to Vendor Registry's Terms of Service, by email or postings on the Site. You hereby consent to, and agree to accept, periodic notices from us. Any such notice will be deemed to have been accepted within three (3) days after email is sent. Changes posted to the Site will be deemed accepted within thirty (30) days of postings. You are responsible for keeping track of changes to these Terms of Service. If you have not ceased to use the Site and cancelled your subscription within three (3) days of email receipt, or thirty (30) days of Site posting, you will be deemed to have accepted the change(s) to the Terms of Service. If you are in violation of these changes, your subscription may be terminated without notice or refund, and you may be subject to legal action.

4. Unauthorized or Unlawful Use.

When you use the Site, you represent, warrant, and agree that you will **NOT**:

(A) falsify or misrepresent any personal or business information regarding your identity or intentions with respect to any matter;

(B) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that Vendor Registry, in its sole discretion, deems unlawful, obscene, derogatory, abusive, threatening, discriminatory with respect to race or gender, or otherwise disagreeable;

(C) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that contains a virus, Trojan horse, worms, time bombs, cancelbots, or any

other harmful software code or programming routine that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

(D) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that is unlawful, fraudulent, or otherwise disagreeable, including, without limitation, any information, communication or transmission that constitutes or supports the commission of any illegal activity or any violation of local, state, national or foreign law, statute, ordinance or regulation (including, without limitation, those governing export control, consumer protection, child protection, unfair competition, anti-discrimination or false advertising);

(E) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that violates any copyright, trademark or any other proprietary intellectual property rights of others, unless you have obtained permission from such owner and such action would not violate any of the above rights in such property;

(F) post, publish, transmit, distribute, or upload through or link directly or indirectly any information to the Site any bulk e-mail solicitations, chain letters, solicitations, advertisements, pyramid schemes or any other unsolicited communication, including without limitation, spamming Vendor Registry's users;

(G) use, reproduce, distribute, publish or communicate any information obtained from the Site, for any commercial reason, unless such activity has been expressly approved in writing by Vendor Registry;

(H) use any robot, spider, other automatic device, or manual process to monitor or copy Vendor Registry's web pages or content contained herein;

(I) use any device, software or routine to bypass Vendor Registry's robot exclusion headers or meta tags, or to interfere or attempt to interfere with the proper working of the Site or any transaction being communicated or conducted on the Site, or take any action that imposes an unreasonable or disproportionately large load on Vendor Registry's infrastructure; or

(J) create liability for Vendor Registry or cause Vendor Registry to lose (in whole or in part) the services of Vendor Registry's ISPs (defined below) or other suppliers.

5. Prevention of Unauthorized Use.

5.1. Generally. Vendor Registry subscriptions are available on a per-person basis only. The Site is intended for use by those interested in buyer notifications and bid notifications. Vendor Registry reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Site, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding unauthorized use. Unauthorized use of this Site includes, but is not limited to, providing false information, sharing access or login credentials, and using the information herein for malicious, inappropriate, or illegal conduct. You agree not to interfere or take action that results in the unauthorized use of the Site. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Site. Unauthorized use will result in immediate termination of your account without notice or refund and may result in legal action against you or other parties involved.

5.2. Passwords. Use of this Site requires a unique email address and password to authenticate your right to access the Site. You agree to maintain confidentiality of your password and are solely responsible for all activities associated with its use, whether authorized or unauthorized. You agree to immediately notify Vendor Registry of any unauthorized use of the Site or any breach of security under your login

credentials. Vendor Registry may suspend your right to access or use any portion of the Site or Services for any reason and without notice. You shall not share or otherwise make available your account passwords with other persons.

6. Prevention of Unlawful Use.

This Site is a tool for those interested in buyer registrations and bid notifications. As such, sensitive information may be found herein. In agreeing to these Terms of Service, you have agreed to use this information for its intended purpose. Vendor Registry reserves the right to exercise whatever lawful means it deems necessary to prevent unlawful use of the Site, including but not limited to, sharing your personal information with authorities if you are a suspected of using this information in a malicious or illegal manner, verifying the personal information you provide, and immediately terminating your subscription without notice or refund if any of your information is deemed to be false or questionable. Vendor Registry does not support the illegal or malicious use of this Site, and will help authorities in any means it sees fit to prosecute those who use this Site and the information herein in an unlawful manner. In addition to any criminal proceedings, Vendor Registry also reserves any and all rights which it may have against any party found guilty of unlawful use of this Site.

7. Release and Disclaimer.

Vendor Registry is a venue for you to participate in the use of the Services. The Site acts as a venue for registrations and bid notifications, which bid notifications are not screened or censored by Vendor Registry. Vendor Registry does not guarantee the quality, legality, truth or accuracy of the bid notifications and/or Services. Vendor Registry will attempt to provide the Site at all times, except for limited periods for maintenance and repair; however, the Site may be subject to unavailability for a variety of factors beyond Vendor Registry's control including emergencies, third-party service failures, transmission,

equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. Vendor Registry disclaims any responsibility for system downtime which may affect the timely notification of bids. You assume all risks associated with dealing with other users with whom you come in contact through the Site. We do not control the information provided by other users that is made available through our Site. Because user authentication on the Internet is difficult, Vendor Registry cannot and does not confirm that each user is who they claim to be. In the event that you have a dispute with another user, you hereby release Vendor Registry, its subsidiaries, affiliates, directors, officers, employees and agents from and against any and all claims, demands, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

YOUR USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK. VENDOR REGISTRY SHALL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS CONTAINED IN THIS SITE. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE CUSTOM, TRADE, QUIET ENJOYMENT, NON-INFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. VENDOR REGISTRY DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. VENDOR REGISTRY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE OR THAT

THE QUALITY OF ANY SERVICES OR CONTENT PURCHASED OR OBTAINED BY YOU FROM THE SITE WILL MEET YOUR EXPECTATIONS.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, VENDOR REGISTRY'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

8. Indemnification.

You agree to indemnify, defend, and hold Vendor Registry and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from all third party claims or causes of action (including investigations) and any resulting damages, costs, expenses, liabilities or fines, including reasonable attorneys' fees, due to or arising out of your breach of these Terms of Service or the documents incorporated by reference, or your violation of any law or the rights of a third party. The foregoing indemnification shall not apply to any governmental user (e.g. state, federal or local governmental entities) ("Government Users").

9. Limitation of Liability and Damages.

IN NO EVENT SHALL VENDOR REGISTRY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ANY DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER), HOWEVER ARISING, EVEN IF VENDOR REGISTRY KNOWS OR HAS BEEN ADVISED THERE IS A POSSIBILITY OF SUCH DAMAGES.

VENDOR REGISTRY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID VENDOR REGISTRY FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

VENDOR REGISTRY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN VENDOR REGISTRY AND RECEIVED THROUGH OR ADVERTISED ON THE SITE, OR RECEIVED THROUGH ANY REFERENCE OR LINKED SITES.

EACH PROVISION OF THESE TERMS OF SERVICE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY VENDOR REGISTRY TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF SERVICE.

You must bring all claims and causes of action within twelve (12) months of their being discovered. The limitations and exclusions in this Section apply to all claims or causes of action under whatever theory brought.

10. Fees and Services; Termination.

10.1. Fees and Services. There is a free version available to both Governments and Vendors. For paid versions, you agree to pay the fees and accept the payment policies for each Service for which you are registered. You agree and acknowledge that payment of registration and subscription fees are made in advance and are not refundable. In the event your account becomes past due, your Service may be suspended, the remaining balance will be considered in default, and the

entire account balance will become due and owing immediately. Interest on overdue accounts is charged at 1.5 % per month, equal to 18% per annum. You also agree to pay all reasonable collection costs, including attorneys' fees. A service charge of \$25.00 or the maximum amount permitted by applicable law will be charged for all returned checks. You agree and authorize us to charge your credit card on file for any of the Services that you order on or within 14 days of your stated payment due date. For subscriptions that renew automatically, the associated subscription charges are considered on-going. Vendor Registry may apply a surcharge to any payments returned by the issuing financial institution.

10.2. Termination. These Terms of Service constitute a binding agreement between Vendor Registry and you. Vendor Registry's Service is non-cancellable, meaning that your termination of these Terms of Service shall not relieve you of your payment obligations for any Service. Upon termination, there shall be no refund of any monies paid by you for access to the Site. Upon termination or expiration of a license with respect to particular content provided by Vendor Registry, you shall delete or destroy the content, and all copies thereof and other materials containing such content in your possession or control and instruct your end users (if any) to cease using the content. Upon request by Vendor Registry, you shall provide a corporate officer's written certification that you have complied with the foregoing. In addition, Vendor Registry shall have access during reasonable business hours to inspect your records and systems as necessary to verify compliance with the foregoing.

11. Miscellaneous.

11.1. Governing Law and Jurisdiction. Except with respect to Government Users, (a) these Terms of Service shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without regard to the principles of conflicts of laws; (b) jurisdiction and venue for any actions or proceedings for any dispute or

matter which in any manner is related to this Site or concerning the enforcement, construction or interpretation of these Terms of Service, shall be exclusively in the Chancery Court sitting in Knox County, Tennessee; and (c) you expressly submit and consent to the jurisdiction of the aforesaid courts and waive any defense of forum non conveniens. With respect to Government Users, these Terms of Service and the selection of jurisdiction and venue shall be governed by, and construed in accordance with, the laws of the jurisdiction of the Government User, without regard to the principles of conflicts of laws.

11.2. Export Control. The Services may be subject to export control restrictions of the United States, or other jurisdictions. By using the Services, you represent and warrant that (i) you are not located in any country, or exporting the Service to any person or place, to which the United States or any other jurisdiction has embargoed goods or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Services any content, data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section shall survive termination of these Terms of Service.

11.3. Waiver. Vendor Registry’s failure to enforce any of these Terms of Service shall not constitute or be deemed a waiver of any such term.

11.4. Survival. Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to,

sections regarding proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and damages and all general provisions shall survive any termination of these Terms of Service.

11.5. Severability. If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions hereof.

11.6. Assignment. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Vendor Registry without restriction. Any assignment attempted to be made in violation of these Terms of Service shall be void.

11.7. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Service, and will not be deemed to limit or affect any of the provisions hereof.

11.8. Entire Agreement. This is the entire agreement between you and Vendor Registry relating to the subject matter herein and will not be modified except in writing, signed by both parties by hand, or by a change to these Terms of Service made by Vendor Registry as set forth elsewhere in these Terms of Service.

11.9. Relationship of the Parties. Nothing in these Terms of Service is intended to create an agency, partnership, joint venture, or franchise between the parties, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under these Terms of Service each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for

the payment of their salaries and benefits and related compensation (including employer-source deductions).

11.10. Competitor Use Prohibited; Liquidated Damages. This Site and the associated Services are to be used for non-competitive purposes only. Use of the Site or associated Services by competing businesses, affiliates, employees, or other associates is absolutely prohibited and constitutes a breach of this contract, giving rise to substantial damages. If you are an owner, employee, or other associate of a competing site (other than simply a member), you hereby agree that damages from the unlicensed visitation of this Site are difficult to compute. Damages from breach of this competitor use provision shall therefore be set at \$100 per unauthorized Site visit. You hereby agree that such damages are a reasonable estimate of actual damages and you waive your right to contest these damages in a court of law or other proceeding.

11.11. Legal Action. You expressly waive the right and agree not to bring or participate in any class action or joinder or consolidation of claims with respect to any dispute under or relating to these Terms of Service, including by any arbitration proceeding.

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Have any questions? I'm happy
to
help.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING THE RENEWAL
OF AN AGREEMENT WITH
LEADSONLINE, LLC FOR AN
ELECTRONIC REPORTING AND
CRIMINAL INVESTIGATION SYSTEM**

WHEREAS, the Franklin County Sheriff's Office desires to utilize an electronic reporting and criminal investigation system to assist with collecting, maintaining and disseminating data; and

WHEREAS, LeadsOnline, LLC, operates and maintains a reporting and criminal investigation system and the Franklin County Sheriff's office desires to renew an Agreement to utilize such system to support its investigations; and

WHEREAS, the cost of the annual subscription with LeadsOnline, LLC, is \$4,870.00 and renews on February 1, 2020; and

WHEREAS, a copy of the proposed agreement with LeadsOnline, LLC, is attached hereto.

IT IS THEREFORE ORDERED that Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that an executed copy of said Agreement and a copy of this Order be provided to LeadsOnline, LLC; Steven Pelton, Sheriff; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

LeadsOnline

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

RENEWAL INVOICE

Franklin County Sheriff's Office
1 Bruns Drive
Union, MO 63084

Attn: Sheriff Steven Pelton

Invoice #: 253709
Invoice Date: 12/15/2019
Agency ID: 582
Renews: 2/1/2020

Service Dates:	P.O. Number:
02/1/20 - 01/31/21	

Months	Description	Total
12	LeadsOnline PowerPlus Investigation System Service Package	4,870.00

Payment is due within 30 days of renewal. Please remit payment to: LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024-4200	Total Due: \$4,870.00
We accept Checks, Credit Cards, and EFT/ACH Payments	
Purchase Orders should be emailed to accounting@leadsonline.com	

Submit a Payment Online - No Login Required:
www.leadsonline.com/payments

Update Your Billing Contact Information:
www.leadsonline.com/update

Download our W-9:
www.leadsonline.com/w9

For questions about your LeadsOnline Service, Subscription Package or Agency/User Accounts please call 972-361-0900 or email support@leadsonline.com

For questions about your Invoice, Vendor Forms or General Billing Inquiries please call 972-331-7748 or email accounting@leadsonline.com

Data Access Agreement for Law Enforcement Users

Please review this Agreement carefully and click the "I have read and hereby agree..." checkbox at the bottom of the registration page, so indicating your acceptance and approval of the terms of this Data Access Agreement for Law Enforcement Users ("Agreement").

In order to access Leads' System, You, in your official capacity as a Law Enforcement Official, must agree to the terms and conditions set forth herein.

Scope of Agreement

LeadsOnline and LeadsOnIabs (collectively "Leads") operate and maintain an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data. By completing this Agreement and using Leads' System, you represent that you are a Law Enforcement Official and that you have the requisite binding authority to enter into this Agreement.

Subject to the terms of this Agreement, and in consideration of the mutual covenants stated below, You and Leads agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed full time and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigation system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2006 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "You" and "Your" shall mean you in your official capacity as a Law Enforcement Official or your Law Enforcement Agency as appropriate.

2. Your Responsibilities

- 2.1 You agree that the protection of usernames and passwords used to access Leads services and any Data You access or receive via Leads is Your sole responsibility. You agree to maintain such information in a secure manner and to not provide your login credentials to any other person.
- 2.2 You represent and warrant that you shall only access, use and disclose Data for use in performing Your official Law Enforcement Agency duties.
- 2.3 You agree to not divulge Data obtained through Leads' System to anyone other than Law Enforcement Officials within Your Law Enforcement Agency, with the exception of necessary disclosure for the purpose of prosecution of crimes within Your jurisdiction investigated by Your Law Enforcement Agency.
- 2.4 With regard to Data accessed from Leads' System, You agree to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.5 You are responsible for using devices and browsers equipped with modern cryptography capable of connecting via a secure internet connection.
- 2.6 You are responsible for promptly notifying Leads when You are no longer employed by Your Law Enforcement Agency or are otherwise no longer authorized to access Leads' System.
- 2.7 You agree to promptly notify Leads of any conditions that you believe may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain Leads' System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). You agree to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 You agree to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials you obtain from Leads' System or website.
- 4.3 You warrant and represent to Leads that: (a) You are a Law Enforcement Official; (b) the information you provide to Leads in Your Law Enforcement Registration is true and accurate; and (c) that You have the requisite binding authority to enter into this Agreement.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads will make commercially reasonable efforts to perform such actions in a manner

4.5 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring Reporting Businesses' compliance with their Data reporting obligations.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not make any representations or warranties of any kind regarding the accuracy, currency or reliability of Data provided by Reporting Businesses or Law Enforcement Agencies.

5. Disclaimer

5.1 EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

5.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY YOUR LAW ENFORCEMENT AGENCY.

6. Miscellaneous

6.1 This Agreement will become effective when agreed by You and remain in effect until terminated. This Agreement may be terminated by either You or Leads at any time upon written notice to the other party.

6.2 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

6.3 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, such provision is declared to be severable.

6.4 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

6.5 Any waiver by Leads of a breach of any provision of this Agreement or delay in enforcing any rights shall not be construed as a waiver of any other or future breach.

6.6 Leads reserves the right, at its sole discretion, to change, modify, add or delete any portion of this Agreement, in whole or in part, at any time, if required by local, state or federal law, rule or regulation after reasonable notice.

6.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are You and Leads.

6.8 This Agreement shall be governed by and construed in accordance with the laws of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

6.9 Leads may assign all or part of Leads' rights or duties under this Agreement upon 30 days' notice. This Agreement shall be binding upon and inure to the benefit of such assigns or successors.

6.10 With the exception of a formal written agreement executed by both parties and currently in effect with your Law Enforcement Agency (which shall remain in full force and effect pursuant to its terms), this Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.





COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Consent Agenda

**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 January 14, 2020 addressing the below listed items is hereby approved, to wit:

Fees: Prosecuting Attorney Fees – December 2019

Liquor Licenses: St. John the Baptist School – January 17, 2020

Auctioneer License:

Other:

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

MEMO

To: Angela
From: Angie Stanton
Subject: December, 2019
Date: January 8, 2020

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

PA fees	\$417.38
Account #4	
Plus interest	\$.16 or December, 2019
4 th Qtr. Int.	\$.57

APPLICATION FOR COUNTY LIQUOR LICENSE

1/3/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Joan M. Knight **FILED**
TIM BAKER

Company St. John the Baptist School JAN 10 2020

D/B/A (Business Name) _____
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

The undersigned hereby makes application for a license to be granted by the County Commission of the DEPUTY aforesaid County for the sale of:

For a Catering or Picnic License - Date and Place of Event St. John's Polka Dance ^{1/17/2020}

For a Catering or Picnic License - Address of Event _____

All other Licenses - List what type of License applying for: _____

5579 Gildehaus Road Villa Ridge MO 63089
Business Address City State Zip Code

Same as above
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ \$28.00 as payment of the fee required by this license.

Joan M. Knight
Signature of State Applicant / Managing Officer

636-583-2392/office@sjgschool.org
Phone Number / Email Address

Subscribed and sworn before me this 7th day of January, 2020

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Rita J. Voss
(County Clerk or Public Notary Signature)

Rita J. Voss
Notary Public - Notary Seal
Franklin County
State of Missouri
My Commission Exp. August 23, 2020
#12410708

R. F. A. B. S. In Office Use # 25



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, January 7, 2020
Regulation Amendment

**IN THE MATTER OF THE APPLICATION FOR
AMENDMENTS TO FRANKLIN COUNTY'S
UNIFIED LAND USE REGULATIONS
FILED BY THE PLANNING AND ZONING
DEPARTMENT BEING FILE #190194**

WHEREAS, on the 6th day of September, 2019, the above-named applicant filed a request to amend the Unified Land Use Regulations of Franklin County, as shown in Article 10: Supplementary Use Regulations, attached hereto and incorporated by reference herein; and

WHEREAS, said application was submitted to the Franklin County Planning and Zoning Commission for its report and recommendation; and

WHEREAS on the 15th day of October, 2019 the Franklin County Planning and Zoning Commission issued its recommendation in favor of such application; and

WHEREAS, on the 21st day of November, 2019 a public hearing was held on the above application after publication and notice as required by law with said hearing being held at 1:30 p.m. at the County Commission Chambers; and

WHEREAS after conducting the public hearing and giving consideration to such amendments the County Commission has determined that adopting said amendments is in the best interest of Franklin County.

IT IS THEREFORE ORDERED by the County Commission of Franklin County as follows:

1. The proposed amendments be and are hereby adopted
2. The Planning and Zoning Department is hereby directed to cause such amendments to be incorporated and included in the Franklin County Land Use Regulations and that a sufficient number of copies of the Land Use Regulations with the amendments included, as appropriate, be prepared and distributed so as to provide sufficient copies to appropriate County officials and employees and to have copies available for public viewing.

IT IS FURTHER ORDERED that any application or document which was filed in an appropriate manner with the Planning and Zoning Department prior to the effective date of this Order shall be processed under the previous regulations unless the applicant elects, in writing, to comply with the newly amended regulations.

IT IS FURTHER ORDERED that Tim Baker, Clerk of the County Commission provide a copy of this order to Scottie Eagan, Planning Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Article 10: Supplementary Use Regulations

Section 226: Permissible Uses and Specific Exclusions

- A. The presumption established by these regulations is that all legitimate uses of land are permissible within at least one zoning district in the unincorporated county. Therefore, because the list of permissible uses set forth in Article 7 cannot be all inclusive; those uses that are listed shall be interpreted liberally to include other uses that have similar impacts to the listed uses.
- B. Notwithstanding Subsection A, all uses that are not listed in Article 7, even given the liberal interpretation mandated by Subsection A, are prohibited. Nor shall Article 7 be interpreted to allow a use in one zoning district when the use in question is more closely related to another specified use that is permissible in other zoning districts.
- C. Without limiting the generality of the foregoing provisions, the following uses are specifically prohibited in all districts:
 - 1. Any use that involves the manufacture, handling, sale, distribution, or storage of any highly combustible or explosive materials in violation of the county's fire prevention code.
 - 2. Use of a travel trailer, motor home or tent as a residence.
 - 3. Use of a motor vehicle parked on a lot as a structure in which, out of which, or from which any goods are sold or stored, any services are performed, or other business is conducted, except use of mobile health vehicles and bookmobiles.
 - 4. Use of a mobile home (single or double) for any purpose other than a residence or office.
 - 5. Mobile storage

Section 227: Accessory Uses

- A. Article 7 classifies different principal uses according to their different impacts. Whenever an activity (which may or may not be separately listed as a principal use in this table) is conducted in conjunction with another principal use and the former use (i) constitutes only an incidental or insubstantial part of the total activity that takes place on a lot, or (ii) is commonly associated with the principal use and integrally related to it, then the former use may be regarded as accessory to the principal use and may be carried on underneath the umbrella of the permit issued for the principal use.
- B. For purposes of interpreting Subsection, A:
 - 1. The determination of the eligibility of a proposed use as an accessory use shall be made by the Planning Director.
 - 2. A use may be regarded as incidental or insubstantial if it is incidental or insubstantial in and of itself or in relation to the principal use,
 - 3. To be commonly associated with a principal use it is not necessary for an accessory use to be connected with such principal use more times than not, but only that the association of such accessory use with such principal use takes place with sufficient frequency that there is

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

common acceptance of their relatedness.

- C. Without limiting the generality of Subsections, A and B, the following activities, so long as they satisfy the general criteria set forth above, are specifically regarded as accessory to residential principal uses:
1. Offices or studios within an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, so long as such activities do not fall within the definition of a home occupation.
 2. Hobbies or recreational activities of a noncommercial nature.
 3. The renting out of one or two rooms within a single family residence (which one or two rooms do not themselves constitute a separate dwelling unit) to not more than two persons who are not part of the family that resides in the single family dwelling.
 4. Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three days (whether consecutive or not) during any 90-day period.
 5. Accessory Dwelling on property with at least one (1) acre:
 - a. Only one accessory dwelling shall be allowed on any lot.
 - b. One additional off-street parking space is required and shall be provided, which shall be located in a side or rear yard.
 - c. Accessory dwellings shall not exceed 500 square feet or 50 % of the size of the principal dwelling, whichever is less.
 - d. Accessory dwellings, whether attached or detached, shall have exterior finishes or architectural treatments (e.g., brick, wood, stucco, etc.) similar to those on the principal dwelling.
 - e. If detached from the principal dwelling unit, the accessory dwelling must be constructed within the side or rear yard of the residential lot separated by a distance of at least 15 feet from the principal building. Accessory dwelling shall not be located closer to the right-of-way than the principal dwelling's building line.
 - f. Accessory dwellings shall not be rented or sold separately from the sale of the entire property, including the principal dwelling unit.
 - g. Accessory dwellings shall be permanent in nature and cannot be a mobile home (single) or mobile home (double).
 - h. Accessory dwellings shall be connected to public water and sewer service where available or have on-site water and sewer facilities that comply with all County and State regulations.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

- i. Accessory dwellings shall meet all the residential building codes as required by the Franklin County Building Department.
 - 6. Garage or carport for storing vehicles.
 - 7. Shed or tool room for the storage of equipment used in grounds or building maintenance.
 - 8. Children’s playhouse and play equipment.
 - 9. Quarters for the keeping of pets owned by occupants for non-commercial purposes provided that such use does not generate a nuisance to adjoining properties.
 - 10. Private recreational facility, such as a swimming pool and bathhouse or cabana, or tennis court.
 - 11. Deck or patio, whether on water or over land.
 - 12. Fences and freestanding walls: No fence or freestanding wall shall be erected in a manner that obstructs visibility at street intersections or driveways. Fences and walls can be located along the property line, however it is recommended they be set back two (2) feet from any side or rear property line for purposes of maintenance
- D. Without limiting the generality of Subsections, A and B, storage outside of a substantially enclosed structure of more than 2 motor vehicles that are neither licensed nor operational shall not be regarded as accessory to a residential principal use and are prohibited in residential districts.

Section 228: Permissible Uses Not Requiring Permits

Notwithstanding any other provisions of these regulations, no zoning or conditional use permit is necessary for the following uses:

- A. Streets (does not include proposed streets in subdivisions).
- B. Electric power, telephone, telegraph, cable television, gas, water, and sewer lines, wires or pipes, together with supporting poles or structures, located within a public right-of-way.
- C. Neighborhood utility facilities located within a public right-of-way with the permission of the owner (state or county) of the right-of-way.

Section 229: Exemptions from Zoning Provisions

- A. These regulations shall not be exercised to impose regulations, or to require permits, with respect to land used, or to be used, for the raising of crops, horses, livestock, poultry, orchards, or forestry; or with respect to the erection, maintenance, repair, alteration, or extension of buildings or structures used, or to be used, exclusively for agricultural purposes as described herein. However, this section shall not exempt such structures that shall be located in designated flood areas. Said structures shall be required to comply with all county, state, and federal floodplain regulations in regard to construction permits.
- B. These regulations shall not restrict the right of governmental or municipal agencies or emergency

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

services (such as fire departments or districts, ambulance districts, and police agencies) to locate and establish such facilities as are considered essential for the provision of adequate emergency services to the public.

Section 230: Temporary Asphalt, Concrete or Rock Crushing Plants

- A. The Unified Land Use Regulations shall not apply with respect to the placement and operation of temporary asphalt, concrete or rock crushing plants or any other operation which the County Commission deems essential in support of any state, county or municipal highway or bridge contract or project and no other purpose. In order to obtain a permit under this section, the following requirements must be met:
1. A written request must be submitted to the Franklin County Planning & Zoning Director on forms provided by the Planning & Zoning Department for such purpose.
 2. The application must be accompanied by fully executed and final contract or contracts issued by the state, county, or a municipality within Franklin County.
 3. The application must state specifically where the plant or facility will be located to include a site plan of the proposed temporary facility and a locator map showing the exact location of the proposed facility, the hours of operation, the length of time for which the permit is desired, a list of the projects to be supported by the facility with construction limits pertaining thereto and a locator map reflecting the sites of the project or projects to be supported.
 4. A permit fee of \$1,000 which is the sum necessary to review the application, investigate the proposed site and monitor compliance.
 5. An escrow, in the form of a cash bond, of \$10,000, for correction of violations.
- B. Once an application is received, it will be reviewed by the Planning & Zoning Director for completeness. After verifying and confirming that the application is complete, the Planning & Zoning Director shall forward the application to the Franklin County Commission, the Franklin County Highway Administrator and any other agency or department which the Planning & Zoning Director or the County Commission deems appropriate. Such review will consider at a minimum the benefit or detriment to taxpayers of having a temporary plant or facility available for a given project. Each department or agency tasked to review any such application shall review same and shall forward findings in an expeditious manner to the County Commission.
- C. If the County Commission determines that it is in the best interest of the taxpayers to allow a temporary facility, a permit will be issued by the County Commission. If the County Commission determines that it is not in the best interest of the taxpayers to allow a temporary facility, a permit will not be issued. The decision of the County Commission is final. No appeals shall be allowed. The County Commission shall attach such conditions to the permit as it deems appropriate. In addition to such special conditions, all permits so issued shall be subject to the following:
1. The temporary use shall not exceed one (1) year.
 2. The use of any material manufactured or processed at the temporary facility for any purpose or in support of any project other than the governmental projects which accompanied the application will result in the automatic and immediate revocation of the permit.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; 1/07/2020

3. No construction debris to include clean fill shall be placed on the site unless specifically permitted as part of the approval.
 4. Laying of test strips on private property shall be permitted but only if the material used to perform the test strips is provided to the owner of the private property for no consideration, either directly or indirectly or monetary or in kind.
 5. If a publicly maintained county road is involved, in addition to the normal review and the recommendations by the County Highway Administrator, the County Highway Administrator shall also determine whether or not a cash bond or similar security is required in order to insure that there is a source of funding available to repair any damage caused by the operation of the temporary facility.
 6. Prior to operation of any temporary facility, the Planning & Zoning Director or his designated representative shall conduct an inspection of the proposed site in order to note the condition of any public road which shall be used in conjunction with the facility in addition noting other conditions which are specific to such site.
 7. Upon completion of the project or projects being supported, the Planning & Zoning Director or his designated representative shall conduct an inspection of the facility site in order to determine any damage to public property caused by the operation of the facility and to verify that no other condition was violated.
 8. In the event an applicant desires to amend or extend the operation of the facility, the applicant must submit a request therefore in writing to the Planning & Zoning Director. Such written request shall include the specific reasons why an extension or modification is needed. A review of such request shall be made in the same manner as the original application. Any request or amendment must be accompanied by an additional processing fee of \$250.00.
- D. In the event an applicant violates the terms of the temporary asphalt permit, or any of the Franklin County Unified Land Use Regulations, the following shall apply:
1. If the County finds the applicant is in violation, the applicant will be notified of the violation. A fine of up to \$1,000 a day, from the day the violation first occurred will be charged and the applicant will be required to shut down all operations until a new permit is approved.
 - a. If the violation occurs before 12:00 p.m., the applicant will up to four (4) hours to shut down all operations.
 - b. If the violation occurs after 12:00 p.m., the applicant will not be able to operate the batch plant the following day.
 2. The Franklin County Municipal Court shall have jurisdiction with respect to violations of this section except that violations that would threaten or pose a danger to the public health, safety or welfare. In the event the violation is a threat or a danger to the public health, safety or welfare the County has the right to issue a cease and desist order and may do so being accompanied by a Sheriff Deputy.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; 1/07/2020

Section 231: Second Dwellings and Medical Hardships

A. Medical Hardships

1. A mobile home (single) or mobile home (double) may be placed and occupied as a residence temporarily upon a lot with at least one (1) acre on which there is an existing site built home, constructed in accordance with the standards set forth in the Franklin County building code and occupied by the property owner.
2. The temporary residence shall be occupied by a member of the immediate family and separated from such other home or other buildings by at least 25 feet.
3. A notarized affidavit, from an attending medical doctor, or on original letterhead and signed, briefly describing the medical issues of the patient and including a recommendation that immediate and constant care is necessary, shall be required every two (2) years.
4. When the medical hardship ceases to exist, the applicant shall remove the temporary residence within sixty (60) days. A permit for a temporary residence shall remain valid so long as the medical hardship exists to warrant the temporary residence.

B. Second Dwellings

1. Permits for temporary residences to be occupied pending the construction, repair, or renovation of the permanent residential building on a site shall expire twelve months after the date of issuance.
2. The Planning Director may renew such permit for an additional period not to exceed six (6) months if he determines that such renewal is reasonably necessary to allow the proposed occupants of the permanent residential building to complete the construction, repair, renovation, or restoration work necessary to make such building habitable (this period of time corresponds with the issuance of a valid building permit).

C. Temporary residences used on construction sites of nonresidential premises shall be removed immediately upon the completion of the project.

Section 232: Building Requirements

A. There shall be no construction or building across a property or lot line in Franklin County. If a construction project is to be constructed on or across two (2) or more lots or parcels, these lots or parcels must be re-platted into a single lot or property in accordance with the provisions of this Article 8 before a building permit is issued for the project.

B. All structures must be located outside of the site triangle as approved by the Highway

C. Any buildings built within any utility easement is done at the owners own risk. Any building built in the utility easement takes on the risk of being moved, removed, etc. by the utility needing to access that dedicated easement.

Section 233: Waste Control Definitions and Regulations

A. Definitions:

1. **Recycling Center:** An establishment engaged in the processing, collection and transfer, but not storage of recyclable materials. Typical recyclable materials include glass, paper, plastic, cans or other source separated, non-putrescible materials. For the purposes of this use, “recyclable

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; 1/07/2020

materials” shall not include motor oil, chemicals, household appliance, tires automobiles, automobile parts putrescible materials or hazardous waste materials. Such facilities may be allowed in Industrial Development (ID) Districts with a conditional use permit.

2. **Composting facility, yard waste:** A commercial facility where yard waste is accepted from the public for composting. Composting is an aerobic (oxygen-dependent) degradation process by which organic wastes decompose under controlled conditions. Yard waste shall be defined as leaves, grass clippings, yard and garden vegetation, Christmas trees, shrubs, vegetable and flower garden waste and brush which has been produced as a result of lawn and garden care maintenance. The parcel on which the composting facility is located shall not be less than 40 acres and may not be reduced while the facility is in operation. Compost material shall not be on an area greater than 100,000 square feet and shall not be allowed to accumulate higher than 10 feet from the bottom of the composed materials. The compost material shall be placed near the center of the property with setbacks of at least 400 feet from any property line (this setback may be modified depending on the particulars of the site). There shall be a storm water control basin on site that will control discharge of materials from the area. The site shall have access to a water system capable of sustaining fire suppression for the facility. This type of facility shall not be within 2500 feet from the following zoning districts: Residential Development (RD), Residential Development 2 (RD2), Suburban Development (SD), Community Development (CD). So long as the foregoing is complied with, such facilities may be allowed in Industrial Development (ID) and Non-Urban and Agricultural (NUA) Districts with a conditional use permit.
3. **Trash Transfer Facility:** A site, which has a fully enclosed structure that accepts solids for temporary storage or consolidation and for transfer to a waste disposal, processing or storage facility. Any such facility shall not have any open storage of any solid or liquid waste products and must be kept clean at all times. Facilities of this type shall not permit storage of waste for a period greater than 24 hours and shall not create a public health or aesthetic nuisance. Overnight parking of loaded or partially loaded solid waste collection vehicles is strictly prohibited. On sight overnight parking of unloaded solid waste collection vehicles or vehicles used in the transfer of solid waste shall only be allowed on site when there is adequate fencing and screening by vegetation to secure and allow the site to be aesthetically compatible with the area. All fencing and buffering of such facilities must be based upon a plan approved in advance by the Planning & Zoning Department. Any such facility which allows such screening and fencing to deteriorate from what was originally approved by the Planning & Zoning Department may be closed down by the Planning & Zoning Department until such time as all deficiencies have been corrected. This type of facility shall only be allowed in areas where there is a central wastewater collection system. Storm water and water run off shall be maintained on site by the property owner so that any debris or liquids will not be discharged in any creek or stream without water quality issues being addressed. No transportation, separation and storage of hazardous waste will be allowed. This type of facility shall not be within 1000 feet from the following zoning districts: Residential Development (RD), Residential Development 2 (RD2), Suburban Development (SD), Community Development (CD), Non-Urban and Agricultural (NUA). So long as the foregoing is complied with, such facilities may be allowed in Industrial Development (ID) Districts with a conditional use permit.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

B. Periodic Inspections

All transfer, collection, recycling facilities, and composting facilities shall be subject to periodic, unannounced inspections by the County Health Department and/or such other agency designated by the County Commission and shall also be subject to an annual re-permitting inspection as described hereinafter. By applying for a permit to operate such a facility the applicant, or its successors and assigns, shall be deemed to have granted to such agencies the right at any time to enter onto such premises for the purposes of performing inspections. Any person or entity which possesses a conditional use permit for any facility which is governed by these regulations shall be required to reapply annually for renewal of such permit. The application for renewal shall be submitted on forms supplied by the Planning and Zoning Department and must be submitted along with the required inspection of the then existing permit. Failure to timely submit such renewal application and/or the required inspection deposit shall result in the existing permit to be rescinded. Any and all violations shall be subject to enforcement in accordance with the Franklin County Unified Land Use Regulations, all building codes adopted by Franklin County as well as to all applicable provisions of Missouri law. Each day wherein a condition which constitutes a violation is allowed to exist shall be a separate violation.

C. Deposit Schedule

Attached hereto and incorporated herein is the schedule of the required deposit for permit applications and permit renewal applications for the facilities governed by these regulations. Because each of the different types of facilities can vary in the degree of complexity the required deposits may be different. The appropriate agencies involved in the permitting process shall assess the cost of issuing and/or renewing a permit against such deposit. In the event the cost of issuance or renewal is less than the deposit a refund shall be made to the applicant. In the event the cost of issuance or renewal is more than the deposit the applicant shall be required to submit the difference. In no event shall any final action be taken on an application or renewal until any such cost differential has been paid.

Section 234: Home Occupation Regulations

Standards for the operation of a Home Occupation:

- A. Only one (1) occupation or profession shall be permitted per residential unit.
- B. The home occupation must not change the outside appearance of the dwelling(s).
- C. No more than two (2) customers or clients may be served in a residence at one time, except in the case of photography studios or dance studios, where the number of customers shall not exceed ten (10).
- D. The occupational use may occupy no more than twenty-five (25) percent of the total floor area of the primary residential structure plus any additional buildings housing the home occupation, and in no case more than five hundred (500) square feet of total floor area.
- E. One (1) non-illuminated sign for home occupation shall be allowed, not to exceed two square feet.
- F. No more than one person who is not a resident of the premises may be employed in connection with the home occupation.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

- G. No offensive noise, vibration, smoke, dust, odors, heat, or glare shall be produced by the home occupation.
- H. No exterior storage of materials, products or other outdoor display shall be allowed.
- I. No structure additions, enlargements, or exterior alterations are permitted that would change the residential character of the principal building.
- J. The home occupation shall not have more than one commercial vehicle. No heavy commercial equipment or vehicles may be parked in connection with a home occupation.
- K. Off street parking must be provided such that no traffic or safety hazards are created.
- L. Any use that is listed in Article 7 as a conditional use shall require a conditional use permit and may not be done in connection with a Home Occupation.
- M. Delivery of items to and from the home may be done by single axle trucks only (no tractor trailers).
- N. The Planning Director has the right to take any home occupation request to the Planning and Zoning Commission for a recommendation.

Specific examples of Home Occupations permitted. These may include, but are not limited to the following:

- A professional such as an engineer/surveyor, planner, architect, attorney, or accountant
- Dressmaker, seamstress, or tailor
- Music, dancing, or other teachers, or tutors
- Beauty, barber, or manicure services having no more than two (2) operators who are principal occupants of the premises
- Real estate or insurance services
- Photography studio devoted to the photography of individuals or small groups
- Artists, composers, and authors
- Internet sales with off site delivery and shipments
- Other computer-related consulting or services with no on-site customers and no sales of goods

Specific examples of Home Occupations prohibited. Home occupations shall not, in any event, be deemed to include, but not limited to the following:

- Automobile, truck, or vehicle repair
- Rental business
- Stables or kennels
- Eating or drinking establishments
- Veterinarian services and animal hospitals
- Mortuaries and embalming establishments
- Private clubs, including fraternity and sorority houses
- Storage of construction materials or contractors' equipment

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

- Wholesale or retail distribution or sales (with the exception of internet sales as stated in #8 under permitted Home Occupations).

Section 235: Cemeteries

- A. Cemeteries: Any currently existing cemeteries or family burial grounds located on any parcel being developed into a subdivision shall be in compliance with the Missouri Revised Statutes, and
1. Must be shown as a cemetery on the subdivision plat with the name of such cemetery.
 2. No easement or right of way shall be placed on the cemetery.
 3. Public access to the cemetery shall be shown on the plat from the closest subdivision street. Access should not be from a county road unless off street parking is provided by the developer.
 4. Cemetery should have a fence or other border that delineates the boundaries of the cemetery.
 5. Cemetery must have signage that identifies it as a cemetery.
 6. Cemetery shall be assigned an address.
- B. Public and Private Cemeteries (New): All public and private cemeteries (defined as those available for use by unrelated persons for a fee) shall comply with Missouri Revised Statutes, and
1. Shall comply with all applicable Franklin County Land Use Regulations.
 2. Roadway leading to the cemetery must be a dedicated public right-of-way of at least fifty (50) feet in width.
 3. Driveways within cemetery shall be a minimum of twenty (20) feet in width on a minimum of a thirty (30) foot easement.
 4. Improvement plans shall be submitted.
 5. Subdivision plat shall be submitted for recording showing all lots, walks, and drives in the cemetery, all with descriptive names and numbers.
 6. Cemetery shall be assigned an address.

Section 236: Landfill Uses

- A. Regulations Concerning Non-Utility Waste Landfills
1. Conditional Use: Non-Utility Waste Landfills shall be permitted only in Agricultural Non-Urban (ANU) zoning districts and Industrial Zoning districts and then only when a Conditional Use Permit (CUP) is obtained therefore. Any Conditional Use Permit pertaining to a Non-Utility Waste Landfill shall include the obligation to meet all design, construction, maintenance and licensing requirements set forth in these regulations as well as addition to any additional requirements mandated by the planning and zoning commission.
 2. Design and Construction Standards: In addition to the specific requirements as hereinafter set

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

forth, all Non-Utility Waste Landfills shall be designed and constructed in accordance with all applicable solid waste landfill regulations currently in effect or as may hereafter be adopted by the Missouri Department of Natural Resources. Specific design and construction requirements are:

- a. Non-Utility Waste Landfills shall be no less than 1000 feet from the nearest residential structure and no less than 300 feet from the property line of the nearest adjoining property. For the purposes of these regulations, all distances shall be determined by the plans for the landfill submitted to Franklin County in conjunction with the application for the Conditional Use Permit. Any landfill which expands closer to the nearest residential structure or property line than the requirements hereof shall result in the owner/operator being subject to the daily penalty as hereinafter set forth and/or revocation of the conditional use permit. Within the three hundred (300) foot setback area there shall be a buffer of natural vegetation of no less than twenty-five (25) feet. The composition and location of the buffer shall be contained in the initial design plans.
- b. All plans for Non-Utility Waste Landfills shall be reviewed by an Independent Registered Professional Engineer selected by the County to review and approve plans and monitor operations of the landfill. The owner/operator of landfill shall be responsible for all costs and fees associated with the Independent Registered Professional Engineer. The fees and expenses charged by the Independent Registered Professional Engineer must be in line with the industry standards for Franklin County.
- c. No Conditional Use Permit application shall be considered by Franklin County unless the application is accompanied by an Environmental Impact Study prepared by a professional engineer with respect to the proposed site. The Environmental Impact Study must address, at a minimum, the following:
 - i. The composition of the underlying soil and bedrock.
 - ii. The flow of surface water over the site.
 - iii. The impact of the proposed landfill on the local vegetation, wetlands and wildlife.
 - iv. The potential impact on historical and/or archeological conditions on the proposed site.
 - v. Any necessary wetlands mitigation must be, if at all possible, performed on site.
 - vi. The height limitation to be placed upon the depository of accepted waste.
- d. A complete "closure" plan must also be submitted at the time the application is filed. All closure plans shall be prepared in accordance with all applicable regulations of the Missouri Department of Natural Resources and shall be reviewed and approved by the Independent Registered Professional Engineer prior to any application being

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

set for a hearing.

- e. Prior to any Conditional Use Permit being considered at a public hearing the applicant shall pay for the completion of a traffic impact study. The study shall be performed by a Registered Professional Engineer selected by the County shall be submitted as part of the record at the public hearing.
3. Maintenance and Operation: All Non-Utility Waste Landfills shall be maintained and operated in accordance with the following specific requirements as well as all applicable regulations as adopted by MoDNR and which are in effect as of the date the application is submitted. In the event of a conflict between the specific requirements hereof and MoDNR regulations, the more restrictive shall control. The specific requirements are:
 - a. All waste shall be compacted to reduce the volume of waste in the Landfill. Compaction shall meet the specifics, if any, adopted by MoDNR.
 - b. All waste shall be covered daily with appropriate amounts of clean soil.
 4. Licensing: After an application for a Conditional Use Permit for a Non-Utility Waste Landfill is approved but prior to any construction starting the owner/operator shall apply for a permit to operate a landfill. In addition to the Conditional Use Permit Approval, the permit application shall be accompanied by a copy of the operating policy of the landfill, a copy of all design and construction plans and a permit fee of \$25,000.00. The permit shall be subject to annual renewal. No permit shall be renewed if there is any existing violation and/or any unpaid penalty. The renewal application shall be accompanied by an annual renewal fee of \$10,000.00. All permit fees shall be used to support the Environmental Resource Officer and his or her office. No construction shall be commenced until the Independent Registered Professional Engineer has approved all design and construction plans.
 5. Severability and Savings Clause: Any action by a court of competent jurisdiction which results in a finding that a portion, paragraph or section of these regulations is invalid and/or unenforceable shall not operate to void the entirety of the regulations. In the event of such action, these regulations shall be construed as if the provision found to be invalid or unenforceable never existed as a part of these regulations.
 6. Penalty: The County Environmental Resource Officer shall have the authority to assess a daily penalty for the violation of these regulations. The County Environmental Resource Officer shall not assess any penalty without first notifying the owner/operator of the in writing and thereafter allowing suitable opportunity as determined by the County Environmental Resource Officer after consultation with representatives of the owner/operator and, if needed, the Independent Registered Professional Engineer retained for the project. If an agreement as to a reasonable “cure” period cannot be achieved then in such event the County Environmental Officer shall establish the “cure” period. There shall be a fine of \$1,000.00 per day for each and every day an identified violation is not rectified. All penalties shall be paid into the General Fund of the County and shall be credited to a dedicated fund to be known as the “Environmental Mitigation Fund”. Any not paid within ninety (90) days after it is assessed shall result in the operating license for the landfill being revoked.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

B. Regulations Concerning Utility Waste Landfills

1. Permitted Use: Notwithstanding any other provision of the Franklin County Unified Land Use Regulations to the contrary, Utility Waste Landfills are a permitted use in every Zoning District of the County, excepting the “Suburban Development”, “Residential Development” and “Residential Development 2” Zoning Districts provided that any such Utility Waste Landfill comply with all the regulations in this Section 238, including, without limitation;
 - a. A portion of any Utility Waste Landfill must be contiguous to the boundary of the property upon which a public utility power generation plant is situated.
 - b. The land which is to be utilized as an Utility Waste Landfill site and the power generation plant site must at all times be under common ownership.
 - c. All Utility Waste Landfills shall be developed and constructed in sections referred to as “cells” as hereinafter set forth.
 - d. All Utility Waste Landfills shall be subject to the provisions hereinafter set forth regarding methods of construction, monitoring, inspections, licensing, operations and penalties.
 - e. Only “cells” which are already in use as of the date new regulations are adopted shall be considered to be “grandfathered” as such term is defined in these regulations. Franklin County reserves the right to amend these Regulations on an as needed basis from and after the effective date hereof with regard to the prospective requirements for design, construction and maintenance of all cells which are not “in use” as such term is defined within these Regulations as of the time the amendment is adopted.
2. Waste Accepted: Only wastes described in the definition of Utility Waste Landfill, above (“Utility Waste”), may be deposited in Utility Waste Landfill. All Utility Waste Landfills which are to be operated in Franklin County, Missouri shall accept no Utility Waste other than that which is generated by the plant situated in Franklin County which is located on property which is contiguous to the site on which the Utility Waste Landfill is to be situated as required in Section C(1)(a) above. In addition to the foregoing prohibition against depositing Utility Waste from any such non-contiguous facility, as required in Section C(1)(a) above (“Non-Contiguous Facility”), under no circumstances shall Utility Waste be brought onto the site from any Non-Contiguous Facility for any other purpose. It is the declared policy of Franklin County that the purpose in so restricting access to and use of any Utility Waste Landfill which is operated in Franklin County is to minimize the intentional or unintended distribution of fly ash and other Coal Combustion Products on, across or over the public roadways of Franklin County as well as the property owned by the citizens and residents of Franklin County.
3. Design and Construction: All design and construction of Utility Wastes Landfills shall be in accordance with Missouri 10 CSR 80-11.010 et seq., (Missouri Utility Waste Landfill Regulations) as they are written as of the effective date hereof or as they may hereafter be amended, subject to the rules in “grandfathering” as set forth in these regulations. In the event of a conflict between these regulations and the regulations adopted by the Missouri Department of Natural Resources, the more restrictive shall control.
 - a. Plans, addendums, as-built drawings or other documents which describe the design,

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

construction, operation, or closure of a Utility Waste Landfill shall be prepared by a professional engineer which shall be stamped or sealed by such professional engineer and shall be submitted to the Independent Registered Professional Engineer selected by Franklin County for review and approval at the time that an application to operate a Utility Waste Landfill is submitted. Under no circumstances shall any construction of any component of a Utility Waste Landfill be commenced prior to the approval of all designs, plans, addendums, construction documents by the Independent Registered Professional Engineer. All fees and expenses associated with the review by the Independent Registered Professional Engineer shall be compatible with industry standards for the area and shall be paid for by the entity which has submitted the plans.

- b. All Utility Waste Landfills shall be built and constructed in “cells”.
- c. Each Utility Waste Landfill cell shall have a composite liner consisting first of an outer layer of clay or compacted soil component at least two (2) feet in depth and which meets the hydraulic conductivity and other standards required by the applicable provisions of Missouri Department of Natural Resources regulations currently in existence or prospectively as they may hereafter be amended. The clay or composite soil component at the base of the Utility Waste Landfill shall be at least two (2) feet above the Natural Water Table in the site area. Each Utility Waste Landfill cell shall include a second (inner) component which shall be constructed of a minimum 30-mil flexible membrane liner (FML). The FML component shall be required to be installed in direct and uniform contact with the compacted soil component.
- d. All “cells” shall be designed and constructed so that they shall be protected by an exterior berm meeting the following criteria:
 - i. The top of the berm at a minimum shall be equal to the five hundred (500) year flood level in the area of the proposed Utility Waste Landfill.
 - ii. All designs of and materials proposed for use in construction of each berm shall be approved by the Independent Registered Professional Engineer retained for the project, for compliance with the requirements of this Section 238. All berms shall be constructed of concrete or cement-based material sufficiently thick for the purpose intended and approved by the Independent Registered Professional Engineer. Only fly ash produced at the contiguous power generating plant may be used in the manufacturing of concrete or other products to be used for the construction of any berm or cell. It is the expressed intent of these regulations that fly ash or other CCRs, whether encapsulated or not, produced at facilities other than the one which is contiguous to the Utility Waste Landfill, shall not be used in the construction of any berm, wall, cell, containment area or any other structure which is part of the Utility Waste Landfill as described above.
 - iii. In-place waste material shall be compacted and stabilized so that such waste is able to counter-balance and mitigate the uplift pressures to withstand flood

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

events.

- e. All Utility Waste Landfills shall include a leachate collection system which shall be designed and constructed in the manner required by Missouri Department of Natural Resources (MDNR) and as approved by the Independent Registered Professional Engineer for compliance with the requirements of this Section 238.
 - f. All Utility Waste Landfills shall have a ground water monitoring system capable of monitoring the ground water quality around the entire perimeter of the proposed landfill. The Independent Registered Professional Engineer shall how many up-gradient and down-gradient monitoring wells shall be required to comply with the requirements of this Section 238, but in no event shall the number be less than that which would be required by Missouri Department of Natural Resources regulations. The Independent Registered Professional Engineer shall subcontract this duty, if necessary, to a professional geologist registered in Missouri.
 - g. The construction of the initial cell or cells and all cells shall be monitored by the Independent Registered Professional Engineer retained for the project. Such engineer shall have the authority to stop construction if it is believed that construction is not being performed in accordance with the plans approved under the Section 238.
 - h. The design of any Utility Waste Landfill shall include a foot setback area from all property lines not under common ownership with the Landfill site. The setback area shall contain a buffer of natural vegetation not less than 25 feet wide. Any necessary wetlands mitigation must be, if at all possible, performed on site.
4. Licensing of Utility Waste Landfill: All Utility Waste Landfills shall be subject to the requirement to obtain an operating license prior to the commencement of operations and a license annually thereafter on the anniversary date the license was originally issued. With respect to the construction of a new Utility Waste Landfill. No construction of any component shall be commenced without the prior approval of the design and construction plans by the Independent Registered Professional Engineer. In order to obtain or renew a license the owner/operator must meet the following requirements:
- a. The original construction and all additions must have been approved by the Independent Registered Professional Engineer, or his or her successor, for compliance with the requirements of this Section 238.
 - b. The owner/operator must have submitted to and have successfully passed all tests required by Franklin County and the Missouri Department of Natural Resources. Tests required by Franklin County shall be in addition to those required by MoDNR, provided that any additional test required by Franklin County must not be in conflict with any tests required by the Missouri Department of Natural Resources. The purpose of this requirement is to insure that all tests results are submitted to and on record with Franklin County in a timely fashion.
 - c. The owner/operator must submit the annual fee of \$50,000.00 with the application and must have no fines or penalties unpaid. The annual fee of \$50,000.00 shall be

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4//24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

used to fund in part, the position of the County Environmental Resource Officer, who shall, among other duties, assist the Independent Registered Professional Engineer retained for the project in the inspection and monitoring of the Utility Waste Landfill.

5. All Utility Waste Landfills shall be operated in such a manner so as to minimize the impact of operations at all times on the citizens and inhabitants of Franklin County, Missouri which shall be demonstrated by explicit compliance with these regulations, generally accepted engineering standards and permitting requirements of the Missouri Department of Natural Resources. The Owner/Operator of the Utility Waste Landfill shall insure that at all times each of the following components are operating properly:
 - a. Leachate Collection System;
 - b. Ground Water Monitoring;
 - c. Liner system; and
 - d. All components of the berm system. The County Environmental Resource Officer shall periodically inspect all components of the system for compliance with this Section 238 and shall immediately report any violations or deficiencies to the owner/operator with a notice directing that the deficiency must be corrected. After discussing such deficiency with the owner/operator and with the project Independent Registered Professional Engineer, a deadline for correcting the deficiency shall be established. In the event the deficiency is not corrected by such deadline or the extended deadline if granted by the Environmental Resource Officer, then the facility shall be subject to a penalty as hereinafter set forth.
6. Monitoring and Annual Inspections: The owner/operator shall be required to perform all monitoring as required by MoDNR and shall be subject to routine inspections as set forth in these regulations. Any deficiency discovered as a result of monitoring or inspecting which is not remedy as directed shall subject the owner/operator to daily penalties as hereinafter set forth.
7. Operations: All Utility Wastes Landfills shall be operated in accordance with these regulations and with all requirements of the regulations established by MoDNR, as they currently exist or as they be hereafter amended, subject to the provisions in these regulations on what is or is not “grandfathered”. In the event of a conflict between these regulations and those promulgated by MoDNR, the more restrictive shall control.
 - a. CCR Removal: If the owner/operator of a Utility Waste Landfill desires to remove fly ash or other CCR’s from the landfill site the owner/operator shall be subject to the following requirements:
 - i. All CCR’s shall be removed in sealed, container trucks. Dump trucks or similar vehicles with only “tarp” coverings shall not be permitted. The owner/operator of any Utility Waste Landfill shall notify the Environmental Resource Officer of its intention to remove CCRs from the site and shall identify the vehicles which are intended to transport CCRs. Prior to loading CCRs onto any vehicle, the Environmental Resource Officer must inspect and approve each of the intended vehicles. There shall be a truck washing facility at or near the exit from the Utility Waste Landfill. All trucks filled

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

with residue shall be washed prior to leaving the site.

- ii. As part of the original plan, or any amendment thereto, the owner/operator shall identify the primary route and secondary route over which the vehicles shall travel. Prior to any CCR being transported the Independent Registered Professional Engineer retained by the County shall cause a traffic impact analysis to be performed at the expense of the landfill owner/operator. The Franklin County Commission shall direct which, if any, of the recommendations or findings of the impact study shall be implemented prior to permission being granted to transport CCR's away from the landfill site. All transport routes shall be selected with the goal of minimizing fugitive dust from affecting residential property and with minimizing the possibility of damage to roadways and other public infrastructure.
 - iii. Under no circumstances shall CCR's or other residue from coal combustion from facilities other than the utility power generation plant as described in Section C(1)(a) above be deposited in a Utility Waste Landfill in Franklin County, Missouri. By applying for a license, the owner/operator agrees to not deposit Utility Waste anywhere on the Utility Waste Landfill outside of the approved cells and associated berm, except during the construction period for materials permitted under Section C(3)(d)(ii) above.
- b. Cell usage: No new cell shall be constructed prior to the filling of all active cells with waste material to 70% of each such active cells total capacity. In the event generally accepted Utility Waste Landfill engineering standards require the commencement of construction of a new cell prior to the capacity level of active cells reaching 70% the owner/operator of the landfill shall submit to Franklin County Commission a request to proceed with the construction of new cells. The request shall include an analysis in support of such request prepared by a registered professional engineer with experience in landfill engineering. The County Commission shall either approve the request or shall submit the request to the Independent Registered Professional Engineer retained for the project for his or her recommendation. Under no circumstances shall the construction of a new cell be commenced without prior notification to the County Environmental Resource Officer. The notification from the owner/operator shall be submitted by a registered professional engineer on behalf of the owner/operator and shall contain an affidavit signed by the registered professional engineer to the effect that the new cell or cells shall be constructed in accordance with all applicable requirements as they exist on the date of the notification.
- c. CCP Usage: All owners/operators of Utility Waste Landfills are encouraged to maximize beneficial usage of CCPs. The beneficial usage should focus on "on site" usage of the CCPs produced at the contiguous generating plant in order to further minimize the transportation of Coal Combustion Products.

8. Severability and Savings Clause: Any action by a court of competent jurisdiction which results in a finding that a portion, paragraph or section of these regulations is invalid and/or

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

unenforceable shall not operate to void the entirety of the regulations. In the event of such action, these regulations shall be construed as if the provision found to be invalid or unenforceable never existed as a part of these regulations.

9. Penalty: The County Environmental Resource Officer shall have the authority to assess a daily penalty for the violation of these regulations. The County Environmental Resource Officer shall not assess any penalty without first notifying the owner/operator of the violation in writing and thereafter allowing suitable opportunity as determined by the County Environmental Resource Officer after consultation with representatives of the owner/operator and, if needed, the Independent Registered Professional Engineer retained for the project. If an agreement as to a reasonable “cure” period cannot be achieved then in such event the County Environmental Resource Officer shall establish the “cure” period. There shall be a fine of \$1,000.00 per day for each and every day an identified violation is not rectified. All penalties shall be paid into the General Fund of the County and shall be credited to a dedicated fund to be known as the “Environmental Mitigation Fund”. Any penalty not paid within ninety (90) days after it is assessed shall result in the operating license for the landfill being revoked.

Section 237: Special Occasion Permits

A. Purpose

1. To provide criteria for special occasions such as, but not limited to, weddings, corporate events, holiday events, and birthday parties while ensuring compatibility with adjacent land uses.
2. To protect nearby property owners, residents and businesses from special occasions that may be disruptive, unsafe or inappropriate given site conditions, traffic patterns, land use characteristics and the nature of the proposed use.
3. The provisions of this section shall govern special event uses on private property.

B. Types of Events. The following definitions shall only apply to this section of the code:

1. Special Occasion, Indoor: These types of events take place inside a designated structure, with four walls and a roof, such as a banquet hall, with limited or no outdoor activities associated with the special occasion event.
2. Special Occasion, Outdoor: These types of events are held in any other facility, space or structure which can be temporary in nature including but not limited to tents, pavilions, and open barns.

C. General requirements: Special Occasion, Indoor and Special Occasion, Outdoor are allowed, subject to a Special Occasion Permit, in Franklin County and shall meet the following standards.

1. Zoning
Special Occasion, Indoor and Special Occasion, Outdoor are allowed according to the following table with a Special Occasion Permit (SOP):

	NUA	SD	RD	RD1	RD2	CD	CA	CA3	ID
Special Occasion, Indoor	SOP	N/A	N/A	N/A	N/A	SOP	SOP	SOP	N/A

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; 1/07/2020

Special Occasion, Outdoor	SOP	N/A	N/A	N/A	N/A	SOP	SOP	SOP	N/A
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2. Operational Limitations: The following operational limitations apply to all Special Occasions:
 - a. No special occasion shall be allowed to exceed an attendance level of 300 people. If any event is expected to exceed 300 people a Conditional Use Permit is required.
 - b. The special occasion duration shall be limited to the hours as follows:
 - i. Monday thru Thursday: 7:00am to 10:00pm
 - ii. Friday: 7:00 am to 12:00am
 - iii. Saturday: 9:00 am to 12:00am
 - iv. Sunday: 10:00 am to 10pm
 - c. Minimum lot size:
 - i. Special Occasion Facility, Indoor – 3 acre minimum
 - ii. Special Occasion Facility, Outdoor – 10 acre minimum
3. Any structures, temporary or permanent, built or used for the special occasion shall have a commercial building permit, approved through the Franklin County Building Department.
4. For any gravel driveways or parking areas, fugitive dust shall be minimized by reducing vehicle speeds and, during visibly dry conditions, applying water to the areas.
5. Noise: All amplified and un-amplified noise or music shall end according to the following:
 - a. Monday thru Thursday and Sunday – 10:00pm
 - b. Friday and Saturday – 12:00am
6. Lighting. All lighting shall comply with the following requirements:
Lighting associated with the special occasion facility shall be limited to downcast and shielded fixtures so that the source of the light is not visible from adjacent roads or neighboring properties.
7. Parking. Onsite parking shall be provided in accordance Article 12: Parking: 1 space per 4 people or 1 space per 4 seats based on maximum capacity, whichever is greater. Parking shall also be in accordance with Article 12, Section 271, “Accessible Parking Space Requirements”.
8. Buffers shall be provided in accordance with Article 13.
9. Access
If the special event facility is accessing a county or state maintained road, the Planning and

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

Zoning Department shall receive an approved commercial entrance permit prior to issuing the “Special Occasion Permit.”

10. Setbacks

- a. Outdoor activity spaces shall be setback at least 100 feet from any property line and at least 200 feet from any neighboring residence.
- b. Parking shall be setback at least 100 feet from any property line and at least 200 feet from any neighboring residence.
- c. Indoor activity space shall be setback at least 50 feet from any property line and at least 100 feet from any neighboring residence.

D. Application: All “Special Occasions” are required to obtain a “Special Occasion Permit”. The application shall include the following:

1. Completed “Special Occasion Application” form provided by the Planning and Zoning Department.
2. Completed “Applicant Information” form provided by the Planning and Zoning Department.
3. Description of all uses.
4. Detailed site plan, drawn by an engineer, showing the following:
 - a. Size of tract being used for the special occasion
 - b. Location and size of all permanent and/or temporary structures
 - c. Distance of the proposed uses to all property lines
 - d. Distance to nearest residence(s)
 - e. Location of parking lot
 - f. Number of parking spaces and parking surface material
 - g. Buffers
 - h. Driveways and driveway widths
 - i. Ingress and egress locations
 - j. Required setbacks
5. Lighting Plan: Should include where the lights will be located as well as what types of lights will be used.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; [1/07/2020](#)

6. Access permit, if applicable, from the Franklin County Highway Department or the Missouri Department of Transportation
7. Other information as deemed necessary by the Planning Director.

Section 238: Lots Divided by District Lines

- A. Whenever a single lot greater than ten acres in size is located within two or more different zoning districts, each portion of that lot shall be subject to all the regulations applicable to the district in which it is located. In unsubdivided property, the district boundary lines on the map shall be determined by use of the scale appearing on the map.
- B. Whenever a single lot ten acres or less in size is located within two or more different zoning districts, the following shall apply:
 - a. If the zoning change was initiated by the County Commission, Planning and Zoning Commission, Board of Zoning Adjustment, or the Planning and Zoning Department, the owner of the property has their choice to which zoning district shall apply to the entire parcel.
 - b. If the zoning change was initiated by any other person, the zoning of the parcel shall be in accordance to the Commission Order approved by the County Commission.

Adopted December 14, 2000

Effective January 1, 2001

Revised 9/29/05; 5/10/07; 3/1/10; 9/20/11; 10/25/11; 4/24/12; 4/29/14; 3/7/17; 4/9/19; 1/07/2020



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, January 14, 2020
Regulation Amendment

**IN THE MATTER OF
ADOPTING AMENDMENTS TO THE
UNIFIED LAND USE REGULATIONS
OF THE COUNTY OF FRANKLIN, MISSOURI
AND ESTABLISHING THE EFFECTIVE
DATE THEREOF**

WHEREAS, the County of Franklin, Missouri (the “County”) is authorized by the provisions of Chapter 64 of the Revised Statutes of Missouri (“RSMo.”), for the purpose of promoting health, safety, morals, comfort or the general welfare of the unincorporated portions of the County to conserve and protect property and building values, to secure the most economical use of the land, and to facilitate the adequate provision of public improvements all in accordance with a comprehensive plan, the County Commission, regulate and restrict, by order of record, in the unincorporated portions of the County, the height, number of stories, and size of buildings, the percentage of lots that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

WHEREAS, the County, by Commission Order, has previously adopted the Unified Land Use Regulations (the “Regulations”); and

WHEREAS, on or about July 25, 2019 the County Planning and Zoning Department (the “Department”) filed Application No. 190170 (the “Application”) seeking to amend Article 7 of the Regulations as well as the Zoning Map (the “Map”); and

WHEREAS, the Department prepared certain draft amendments to Article 7 (the “Amendments”) and to the Map which were presented to the Planning and Zoning Commission of the County; and

WHEREAS, after first providing public notice as required by Chapter 64 RSMo., and in compliance with the provisions of Chapter 64 RSMo., the Planning and Zoning Commission, held public hearings on the Application, the Amendments, and the Map on August 22, 2019 which public hearing was continued to September 19, 2019 and on both dates members of the public were invited to, and did in fact, provide testimony both for and against the Application, the Amendments and the Map; and

WHEREAS, on October 7, 2019 the Planning and Zoning Commission held a workshop which was open to the public to discuss the proposed Amendments and the Map; and

WHEREAS, on October 15, 2019 the Planning and Zoning Commission met and by majority of the members present voted to recommend denial of the Application and against approval of the Amendments and the Map; and

WHEREAS, after first providing public notice as required by Chapter 64 RSMo., and in compliance with the provisions of Chapter 64 RSMo., the County Commission held a public hearing on the Application, the Amendments, and the Map on November 14, 2019 at which members of the public were invited to, and did, provide testimony both for and against the Application, the Amendments, and the Map; and

WHEREAS, after said public hearings, review of the Application, the Amendments, and the Map, and mindful of the authority granted in Chapter 64 RSMo., which authorizes the County Commission to regulate and restrict, by order of record, in the unincorporated portions of the County, the height, number of stories, and size of buildings, the percentage of lots that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land for trade, industry, residence or other purposes, all for the purpose of promoting health, safety, morals, comfort or the general welfare of the unincorporated portions of the County and to conserve and protect property and building values, to secure the most economical use of the land, and to facilitate the adequate provision of public improvements all in accordance with the County’s Master Plan the County Commission hereby takes up for consideration the Application, the Amendments, and the Map

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed amendments to the Unified Land Use Regulations as set forth on Exhibit “A” attached hereto and incorporated herein by reference as if fully set forth be and are hereby approved and adopted.

IT IS FURTHER ORDERED by the County Commission of Franklin County that the Map marked Exhibit “B” and attached hereto and incorporated by reference herein as if fully set forth shall be and is hereby approved and adopted as the official Zoning Map of the County of Franklin, Missouri.

IT IS FURTHER ORDERED that a copy of this Order be provided to Scottie Eagan, Planning Director, and to Tim Baker, County Clerk, with the direction that these regulations be inserted in and made part of the Land Use Regulations.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

EXHIBIT A

Article 7: Zoning Districts and Zoning Map

Section 135: "W" ZONING DISTRICT

A. Purpose

The intent of this district is to provide for agricultural and small-scale commercial uses, cultural uses, institutional uses, and agricultural uses to mix with low density residential uses for the convenience of residents and travelers.

B. Permitted Uses

Residential Uses:

1. Planned Unit Developments
2. Second dwellings and medical hardships per Article 10.
3. Single family dwellings, one dwelling unit per lot to include site-built homes, modular homes, mobile home (single), and mobile home (double).
4. Single family dwellings on an un-subdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
5. Subdivisions with fewer than 7 lots
6. Two family dwellings (i.e. duplex)

Non-Residential Uses:

7. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1B or smaller.
8. Agricultural Processing
9. Agricultural Sales and Services

EXHIBIT A

Article 7: Zoning Districts and Zoning Map

Section 135: "W" ZONING DISTRICT

A. Purpose

The intent of this district is to provide for agricultural and small-scale commercial uses, cultural uses, institutional uses, and agricultural uses to mix with low density residential uses for the convenience of residents and travelers.

B. Permitted Uses

Residential Uses:

1. Planned Unit Developments
2. Second dwellings and medical hardships per Article 10.
3. Single family dwellings, one dwelling unit per lot to include site-built homes, modular homes, mobile home (single), and mobile home (double).
4. Single family dwellings on an un-subdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
5. Subdivisions with fewer than 7 lots
6. Two family dwellings (i.e. duplex)

Non-Residential Uses:

7. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1B or smaller.
8. Agricultural Processing
9. Agricultural Sales and Services

10. Animal Auction House
11. Apiaries, aviaries, fish hatcheries, and fur farming or the raising of fur-bearing animals.
12. Bed and Breakfast and Vacation Rentals
13. Public Parks or Playgrounds
14. Billboards (Mini) per Article 16
15. Boarding and Riding Stable
16. Campgrounds and RV Parks
17. Cemeteries
18. Churches
19. Convenience Stores with or without the sale of fuel
20. Daycare Group
21. Educational, cultural, and/or religious uses
22. Farm Equipment and Machinery Sales and Service
23. Fraternal or Private Clubs
24. Golf course and clubhouse, driving range (unlighted) as an accessory use
25. Greenhouses, farm and produce markets with on premises sales
26. Home Occupations with up to twenty hours a week of retail sales of products produced on the property where the home occupation is housed.
27. Hunting, fishing and propagation of wildlife
28. Indoor Archery and/or Shooting Ranges
29. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.

30. Kennel, Small
31. Manufacturing, Light (with five or fewer employees)
32. Medical Marijuana Cultivation Facility (indoor only)
33. Medical Marijuana-Infused Products Manufacturing Facility (with five or fewer employees)
34. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
35. Preschool and/or Daycare Centers
36. Public building or facility erected by a governmental agency
37. Repair Shop
38. Special Occasions per Article 10
39. Temporary fireworks stands from June 20th to July 10th of the same year
40. Utility Waste Landfill, per Article 10
41. Veterinarian Clinic
42. Wineries, Micro-Brewery and Micro-Distillery

C. Conditional Uses

1. Airport or landing field
2. ATV service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
3. Class 1A Confined Animal Feeding Operations regulated by the Missouri Department of Natural Resources
4. Composting facility, yard waste
5. Exotic or wild animal as defined by Missouri State Statutes 578.023
6. Extraction, quarrying, or mining of sand, gravel, top soil, or other material
7. Kennel, Large

8. Manufacturing, Light (with more than 5 employees)
9. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
10. Motor vehicle service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
11. Non-Utility Waste Landfill, per Article 10
12. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business (no outdoor machinery, equipment or commercial storage)
13. Outdoor Archery and/or Shooting Ranges
14. Special Events, Occasional
15. Subdivisions with 7 or more lots

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – one (1) acre.

E. Density Requirements

Maximum of one dwelling unit per 40,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 136: "B" ZONING DISTRICT

A. Purpose

The intent of this district is to bring shopping, the workplace and home closer together by allowing a mixed use of all types of residential density (low, medium, and/or high) and most forms of commercial development.

B. Permitted Uses

Residential Uses:

1. Multi-Family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single), mobile home (double)
6. Single family dwellings on an unsubdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses:

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals

13. Billboards (Large) per Article 16
14. Billboards (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)
16. Cemeteries
17. Churches
18. Convenience Stores with or without the sale of fuel
19. Educational, cultural, and/or religious uses
20. Farm equipment and machinery sales and service.
21. Fraternal or Private Club
22. Golf course and clubhouse
23. Greenhouses, farm and produce markets with on-premise sales
24. Home Occupations
25. Hotel, Motel
26. Hunting, Fishing and propagation of wildlife
27. Indoor Archery and/or Shooting Range
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Kennel, Large and Kennel, Small
30. Manufacturing Light (with fewer than five employees)
31. Medical Marijuana Cultivation Facility (indoor only)
32. Medical Marijuana Dispensary Facility
33. Medical Marijuana-Infused Products Manufacturing Facility (with fewer than 5 employees)

34. Medical Marijuana Testing Facility
35. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
36. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business
37. Preschool, Day Care Group and Day Care Center
38. Public building or facility erected by a governmental agency
39. Public Parks or Playgrounds
40. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters
41. Repair Shop
42. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies.
43. Self-storage units
44. Special Occasions, per Article 10
45. Temporary fireworks stands from June 20th to July 10th of the same year
46. Utility Waste Landfill, per Article 10
47. Veterinary Clinic
48. Winery, Micro-Brewery, Micro-Distillery

C. Conditional Uses

1. Boarding and Riding Stable
2. Campgrounds and RV Parks
3. Manufacturing, Light (with more than 5 employees)

4. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
5. Motor vehicle rental and service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
6. Outdoor Archery and/or Shooting Range
7. Sales of heavy construction and/or industrial equipment
8. Special Events, Occasional

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 137: "R" ZONING DISTRICT

A. Purpose

The intent of this district is to accommodate commercial uses that draw business primarily along the major highways within the county.

B. Permitted Uses

Residential Uses:

1. Multi-family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals
13. Billboard (Large) per Article 16

14. Billboard (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)
16. Cemeteries
17. Churches
18. Convenience stores with or without the sale of fuel
19. Daycare, Center and Daycare Group
20. Educational, cultural, religious uses
21. Farm equipment and machinery sales and service
22. Fraternal or Private Clubs
23. Golf course and clubhouse
24. Home Occupations
25. Hotel, motel
26. Indoor Archery and/or Shooting Range
27. Indoor Commercial Storage
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Medical Marijuana Dispensary Facility
30. Medical Marijuana Testing Facility
31. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
32. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicles not for sale or anything stored outside shall be behind a sight-proof fence)
33. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business Firm

34. Public building or facility erected by a governmental agency
35. Public Parks or Playgrounds
36. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters.
37. Repair Shop
38. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies
39. Self-storage units
40. Special Occasions, per Article 10
41. Temporary fireworks stands from June 20th to July 10th of the same year
42. Utility Waste Landfill, per Article 10
43. Winery, Micro-Brewery, Micro-Distillery
44. Wholesale Sales
45. Warehouse Distribution Center

C. Conditional Uses

1. Campgrounds and RV Parks
2. Outdoor Archery and/or Shooting Range
3. Outdoor Commercial Storage
4. Printing
5. Research Service and Laboratory
6. Special Events, Occasional

D. Supplementary Regulations Area and Lot Requirements

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet (commercial), 22,000 square feet (residential).

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 138: "A" ZONING DISTRICT

A. Purpose

The intent of this district is to provide locations for a wide range of commercial, retail, service, and manufacturing activities serving a large community trade area.

B. Permitted Uses

1. Agricultural Processing
2. All permitted uses as listed under "B" District
3. Bus Station
4. Indoor Commercial Storage
5. Manufacturing, Light and Heavy
6. Medical Marijuana-Infused Products Manufacturing Facility
7. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicle not for sale or anything stored outside shall be behind a sight-proof, stockade type fence)
8. Printing
9. Research Service and Laboratory
10. Sales of heavy construction and/or industrial equipment
11. Truck Terminal
12. Warehouse Distribution Centers

C. Conditional Uses

1. Outdoor Commercial Storage
2. Special Events, Occasional

D. Supplementary Regulations Area and Lot Requirements

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 139: "Y" ZONING DISTRICT

A. Purpose

The intent of this district is to allow medium density residential developments with limitations as to the types of single-family dwelling units within such developments. Minimum lot size should be determined by the type of subdivision being developed.

B. Permitted Uses

1. Planned Unit Developments
2. Residential Subdivisions
3. Second Dwellings and Medical Hardships per Article 10.
4. Single family dwellings one dwelling unit per lot to include site-built homes, modular homes or mobile home (double).
5. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
7. Bed and Breakfasts and Vacation Rentals
8. Cemeteries
9. Churches
10. Educational, cultural, religious uses
11. Home Occupations
12. Fraternal or private clubs
13. Preschool, Daycare Group and Center, special or other private school
14. Public building or facility erected by a governmental agency

15. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 10,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 140: "O" ZONING DISTRICT

A. Purpose

The intent of this district is to allow medium density residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, any Major Subdivision development must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) or mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings
8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
9. Bed and Breakfasts and Vacation Rentals
10. Cemeteries
11. Churches
12. Educational, cultural, religious uses
13. Fraternal or Private Club
14. Home Occupations

15. Preschool, Daycare Center and Daycare Group, special or other private school

16. Public building or facility erected by a governmental agency

17. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)

2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 30,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 10,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 142: "P" ZONING DISTRICT

A. Purpose

The intent of this zoning district is to allow high density single family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district. Mobile home parks are also allowed within this zoning district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
7. Two-family dwellings
8. Mobile Home Parks per Article 8
9. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
10. Bed and Breakfasts and Vacation Rentals
11. Cemeteries
12. Churches
13. Educational, cultural, religious uses

14. Home Occupations

15. Preschool, Daycare Center and Daycare Group, special or other private school

16. Public building or facility erected by a governmental agency

17. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)

2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 143: "T" ZONING DISTRICT

A. Purpose

The intent of this zoning district is to allow high density single family and multi-family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Single family dwellings one dwelling unit per lot to include site-built homes and modular homes.
7. Two-family dwellings
8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
9. Bed and Breakfasts and Vacation Rentals
10. Cemeteries
11. Churches
12. Educational, cultural, religious uses
13. Home Occupations
14. Preschool, Daycare Center and Daycare Group, special or other private school
15. Public building or facility erected by a governmental agency

16. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 144: "G" ZONING DISTRICT

A. Purpose

The intent of this district is to accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning or assembly of goods, merchandise, or equipment.

B. Permitted Uses

1. All permitted uses as listed under "A" excepting residential uses
2. Airport or landing field
3. Non-Utility Waste Landfill, per Article 10
4. Outdoor Commercial Storage
5. Sales of heavy construction and/or industrial equipment

C. Conditional Uses

1. Adult Entertainment Use
2. Commercial Slaughterhouse
3. Composting facility, yard waste
4. Recycling Center
5. Trash Transfer Facility

D. Supplementary Regulations (Area, Lot Requirements)

Minimum lot area - 22,000 square feet.

10. Animal Auction House
11. Apiaries, aviaries, fish hatcheries, and fur farming or the raising of fur-bearing animals.
12. Bed and Breakfast and Vacation Rentals
13. Public Parks or Playgrounds
14. Billboards (Mini) per Article 16
15. Boarding and Riding Stable
16. Campgrounds and RV Parks
17. Cemeteries
18. Churches
19. Convenience Stores with or without the sale of fuel
20. Daycare Group
21. Educational, cultural, and/or religious uses
22. Farm Equipment and Machinery Sales and Service
23. Fraternal or Private Clubs
24. Golf course and clubhouse, driving range (unlighted) as an accessory use
25. Greenhouses, farm and produce markets with on premises sales
26. Home Occupations with up to twenty hours a week of retail sales of products produced on the property where the home occupation is housed.
27. Hunting, fishing and propagation of wildlife
28. Indoor Archery and/or Shooting Ranges
29. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.

30. Kennel, Small
31. Manufacturing, Light (with five or fewer employees)
32. Medical Marijuana Cultivation Facility (indoor only)
33. Medical Marijuana-Infused Products Manufacturing Facility (with five or fewer employees)
34. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
35. Preschool and/or Daycare Centers
36. Public building or facility erected by a governmental agency
37. Repair Shop
38. Special Occasions per Article 10
39. Temporary fireworks stands from June 20th to July 10th of the same year
40. Utility Waste Landfill, per Article 10
41. Veterinarian Clinic
42. Wineries, Micro-Brewery and Micro-Distillery

C. Conditional Uses

1. Airport or landing field
2. ATV service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
3. Class 1A Confined Animal Feeding Operations regulated by the Missouri Department of Natural Resources
4. Composting facility, yard waste
5. Exotic or wild animal as defined by Missouri State Statutes 578.023
6. Extraction, quarrying, or mining of sand, gravel, top soil, or other material
7. Kennel, Large

8. Manufacturing, Light (with more than 5 employees)
9. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
10. Motor vehicle service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
11. Non-Utility Waste Landfill, per Article 10
12. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business (no outdoor machinery, equipment or commercial storage)
13. Outdoor Archery and/or Shooting Ranges
14. Special Events, Occasional
15. Subdivisions with 7 or more lots

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – one (1) acre.

E. Density Requirements

Maximum of one dwelling unit per 40,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 136: "B" ZONING DISTRICT

A. Purpose

The intent of this district is to bring shopping, the workplace and home closer together by allowing a mixed use of all types of residential density (low, medium, and/or high) and most forms of commercial development.

B. Permitted Uses

Residential Uses:

1. Multi-Family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single), mobile home (double)
6. Single family dwellings on an unsubdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses:

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals

13. Billboards (Large) per Article 16
14. Billboards (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)
16. Cemeteries
17. Churches
18. Convenience Stores with or without the sale of fuel
19. Educational, cultural, and/or religious uses
20. Farm equipment and machinery sales and service.
21. Fraternal or Private Club
22. Golf course and clubhouse
23. Greenhouses, farm and produce markets with on-premise sales
24. Home Occupations
25. Hotel, Motel
26. Hunting, Fishing and propagation of wildlife
27. Indoor Archery and/or Shooting Range
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Kennel, Large and Kennel, Small
30. Manufacturing Light (with fewer than five employees)
31. Medical Marijuana Cultivation Facility (indoor only)
32. Medical Marijuana Dispensary Facility
33. Medical Marijuana-Infused Products Manufacturing Facility (with fewer than 5 employees)

34. Medical Marijuana Testing Facility
35. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
36. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business
37. Preschool, Day Care Group and Day Care Center
38. Public building or facility erected by a governmental agency
39. Public Parks or Playgrounds
40. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters
41. Repair Shop
42. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies.
43. Self-storage units
44. Special Occasions, per Article 10
45. Temporary fireworks stands from June 20th to July 10th of the same year
46. Utility Waste Landfill, per Article 10
47. Veterinary Clinic
48. Winery, Micro-Brewery, Micro-Distillery

C. Conditional Uses

1. Boarding and Riding Stable
2. Campgrounds and RV Parks
3. Manufacturing, Light (with more than 5 employees)

4. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
5. Motor vehicle rental and service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
6. Outdoor Archery and/or Shooting Range
7. Sales of heavy construction and/or industrial equipment
8. Special Events, Occasional

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 137: "R" ZONING DISTRICT

A. Purpose

The intent of this district is to accommodate commercial uses that draw business primarily along the major highways within the county.

B. Permitted Uses

Residential Uses:

1. Multi-family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals
13. Billboard (Large) per Article 16

14. Billboard (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)
16. Cemeteries
17. Churches
18. Convenience stores with or without the sale of fuel
19. Daycare, Center and Daycare Group
20. Educational, cultural, religious uses
21. Farm equipment and machinery sales and service
22. Fraternal or Private Clubs
23. Golf course and clubhouse
24. Home Occupations
25. Hotel, motel
26. Indoor Archery and/or Shooting Range
27. Indoor Commercial Storage
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Medical Marijuana Dispensary Facility
30. Medical Marijuana Testing Facility
31. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
32. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicles not for sale or anything stored outside shall be behind a sight-proof fence)
33. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business Firm

34. Public building or facility erected by a governmental agency
35. Public Parks or Playgrounds
36. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters.
37. Repair Shop
38. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies
39. Self-storage units
40. Special Occasions, per Article 10
41. Temporary fireworks stands from June 20th to July 10th of the same year
42. Utility Waste Landfill, per Article 10
43. Winery, Micro-Brewery, Micro-Distillery
44. Wholesale Sales
45. Warehouse Distribution Center

C. Conditional Uses

1. Campgrounds and RV Parks
2. Outdoor Archery and/or Shooting Range
3. Outdoor Commercial Storage
4. Printing
5. Research Service and Laboratory
6. Special Events, Occasional

D. Supplementary Regulations Area and Lot Requirements

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet (commercial), 22,000 square feet (residential).

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 138: "A" ZONING DISTRICT

A. Purpose

The intent of this district is to provide locations for a wide range of commercial, retail, service, and manufacturing activities serving a large community trade area.

B. Permitted Uses

1. Agricultural Processing
2. All permitted uses as listed under "B" District
3. Bus Station
4. Indoor Commercial Storage
5. Manufacturing, Light and Heavy
6. Medical Marijuana-Infused Products Manufacturing Facility
7. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicle not for sale or anything stored outside shall be behind a sight-proof, stockade type fence)
8. Printing
9. Research Service and Laboratory
10. Sales of heavy construction and/or industrial equipment
11. Truck Terminal
12. Warehouse Distribution Centers

C. Conditional Uses

1. Outdoor Commercial Storage
2. Special Events, Occasional

D. Supplementary Regulations Area and Lot Requirements

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 139: "Y" ZONING DISTRICT

A. Purpose

The intent of this district is to allow medium density residential developments with limitations as to the types of single-family dwelling units within such developments. Minimum lot size should be determined by the type of subdivision being developed.

B. Permitted Uses

1. Planned Unit Developments
2. Residential Subdivisions
3. Second Dwellings and Medical Hardships per Article 10.
4. Single family dwellings one dwelling unit per lot to include site-built homes, modular homes or mobile home (double).
5. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
7. Bed and Breakfasts and Vacation Rentals
8. Cemeteries
9. Churches
10. Educational, cultural, religious uses
11. Home Occupations
12. Fraternal or private clubs
13. Preschool, Daycare Group and Center, special or other private school
14. Public building or facility erected by a governmental agency

15. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)

2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 10,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 140: "O" ZONING DISTRICT

A. Purpose

The intent of this district is to allow medium density residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, any Major Subdivision development must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) or mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings
8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
9. Bed and Breakfasts and Vacation Rentals
10. Cemeteries
11. Churches
12. Educational, cultural, religious uses
13. Fraternal or Private Club
14. Home Occupations

15. Preschool, Daycare Center and Daycare Group, special or other private school

16. Public building or facility erected by a governmental agency

17. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)

2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 30,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 10,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 142: "P" ZONING DISTRICT

A. Purpose

The intent of this zoning district is to allow high density single family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district. Mobile home parks are also allowed within this zoning district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
7. Two-family dwellings
8. Mobile Home Parks per Article 8
9. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
10. Bed and Breakfasts and Vacation Rentals
11. Cemeteries
12. Churches
13. Educational, cultural, religious uses

14. Home Occupations

15. Preschool, Daycare Center and Daycare Group, special or other private school

16. Public building or facility erected by a governmental agency

17. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)

2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 143: "T" ZONING DISTRICT

A. Purpose

The intent of this zoning district is to allow high density single family and multi-family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

B. Permitted Uses

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Single family dwellings one dwelling unit per lot to include site-built homes and modular homes.
7. Two-family dwellings
8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
9. Bed and Breakfasts and Vacation Rentals
10. Cemeteries
11. Churches
12. Educational, cultural, religious uses
13. Home Occupations
14. Preschool, Daycare Center and Daycare Group, special or other private school
15. Public building or facility erected by a governmental agency

16. Public parks or playgrounds

C. Conditional Uses

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

D. Supplementary Area and Lot Regulations

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

E. Density Requirements

Maximum of one dwelling unit per 5,000 square feet.

F. Combination Uses

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

Section 144: "G" ZONING DISTRICT

A. Purpose

The intent of this district is to accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning or assembly of goods, merchandise, or equipment.

B. Permitted Uses

1. All permitted uses as listed under "A" excepting residential uses
2. Airport or landing field
3. Non-Utility Waste Landfill, per Article 10
4. Outdoor Commercial Storage
5. Sales of heavy construction and/or industrial equipment

C. Conditional Uses

1. Adult Entertainment Use
2. Commercial Slaughterhouse
3. Composting facility, yard waste
4. Recycling Center
5. Trash Transfer Facility

D. Supplementary Regulations (Area, Lot Requirements)

Minimum lot area - 22,000 square feet.