



County Commission

Regular Meeting Agenda

400 East Locust Street, Room 201

Union, MO 63084

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

Tuesday, February 4, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Navigate Building Solutions Presentation

III. Minutes Approval

1. Tuesday, January 28, 2020
2. Tuesday, January 28, 2020

IV. Public Request for Discussion/Action

V. Term of Court

VI. Action Items

- a. Commission Order 2020-40** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such
- b. Commission Order 2020-41** In the Matter of Approving and Authorizing Execution of a Permanent Easement
- c. Commission Order 2020-42** In the Matter of Approving and Authorizing Execution of a Special Sale Contract with B&M Metro Properties, LLC
- d. Commission Order 2020-43** In the Matter of Settlement of Franklin County Treasurer with the Franklin County Commission
- e. Commission Order 2020-44** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustees Deed in Order to Convey Such Property
- f. Commission Order 2020-45** In the Matter of Approving and Authorizing Execution of a Maintenance and Support Agreement with BusComm Incorporated
- g. Commission Order 2020-46** In the Matter of Approving and Authorizing Execution of an Agreement with Boone County Family Court Services
- h. Commission Order 2020-47** In the Matter of Approving and Authorizing Execution of Two Vehicle Sales with Missouri State Highway Patrol

- i. **Commission Order 2020-48** In the Matter of Accepting the Quote from Lou Fusz for One Light Duty Vehicle
- j. **Commission Order 2020-49** In the Matter of Approving the Purchase of a Full Body Security Scanning System and Handheld Tablet from SHI International Corp.
- k. **Commission Order 2020-50** In the Matter of Accepting the Quote from Feeling Trailers Inc. for One Gooseneck Trailer
- l. **Commission Order 2020-51** In the Matter of Accepting A Quote for the Purchase of Patrol Vehicles from Lou Fusz
- m. **Commission Order 2020-52** In the Matter of Approving and Authorizing Execution of a Rental Agreement with TNT Rents
- n. **Commission Order 2020-53** In the Matter of Accepting a Bid From SCE, Inc. DBA Cowboys Cranes for the Construction of a Cellular Building Structure
- o. **Commission Order 2020-54** In the Matter of Approving a Grant Application for Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- p. **Commission Order 2020-55** In the Matter of Approving and Authorizing Execution of a Permanent Easement

VII. Discussion Items and Reports

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

VIII. Adjournment



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, February 4, 2020
Surplus Property

**IN THE MATTER OF FINDING CERTAIN
EQUIPMENT AS SURPLUS TO THE NEEDS
OF FRANKLIN COUNTY AND FURTHER
AUTHORIZING THE DISPOSAL OF SUCH**

WHEREAS, under Missouri Law the County Commission has custody and control of all real and personal property in the possession of the County, and;

WHEREAS, the County Commission may, from time to time, dispose of certain excess property or equipment in a manner in which it deems appropriate and consistent with Missouri Law, and;

WHEREAS, the Franklin County Auditor has made application to the County Commission for authority to dispose of certain items described as surplus and outdated that are excess to the need of Franklin County, and;

WHEREAS, it is the desire of the Franklin County Commission to dispose of the excess equipment, referenced in attachment, in a manner that assures that the best interests of the citizens of the County have been met.

NOW THEREFORE IT IS ORDERED, by the Franklin County Commission, that said surplus items be disposed of by either submitting such items to Purple Wave, Inc or GovDeals to be auctioned or donated to authorized not-for-profit entities, thrown away, destroyed, or scrapped for salvage value as determined by the office responsible for each such item or used as a trade-in.

IT IS HEREBY ORDERED, that a copy of this order be delivered to County Auditor; Sheriff Steve Pelton; Ann Struttmann, Purchasing Dept.; Jeannine Stevens, County Clerk's Office; Michelle Patke, Highway Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

ITEMS TO BE SURPLUSED 2/4/2020

Surplus #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL #	MISC.
811		Sheriff	SplatMaster Rapide		Works
812		Sheriff	Boost Signal Wireless Cellular/PCS Amplifier	801247B9011177209	Not sure if it works
813		Sheriff	Uniform Clothing		Needs to be thrown away
814		Sheriff	Uniform Accessories-18 Misc. Leather Goods		Needs to be thrown away
815	14323	Sheriff	Buffalo Tera Station	95833000400010	Broken
816	51364	Sheriff	Point Blank Ballistic Vest	Front: 130003169470 Back: 130003169412	Expired - Sheriff will destroy
817		Sheriff	Qty. 2-Computer Speakers		Broken
819		Circuit Clerk	Victor Desk Calculator 1460-2	6018404140	Broken
820	15141	Circuit Clerk	HP Compaq 6200 Pro Workstation	2UA13919Z5	No longer supported
821		Circuit Clerk	5-HP Keyboards		Broken
822		Sheriff	Hard Shell Brief Case		Good condition
823		Sheriff	Advantage Blood Pressure Cuff Machine		Broken
824	5117	Sheriff	Gray Office Chair		Broken
825		Maintenance	22 Fire Extinguishers		Will be donated
826	16705	Sheriff	Plustek Smartoffice PS286 Plus Scanner	565658005767	Works
827	-	Building	Dell Monitor		Broken
828	13730	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16101	Not working properly
828	13720	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16089	Not working properly
828	13737	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16110	Not working properly
828	13729	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16100	Not working properly
828	14805	Sheriff	Panasonic Toughbook CF30 Laptop	9JKYA88743	Not working properly
828	-	Sheriff	Panasonic Toughbook CF30 Laptop	1CTSA06041	Not working properly
828	14806	Sheriff	Panasonic Toughbook CF30 Laptop	9JKYA88769	Not working properly
828	14849	Sheriff	Panasonic Toughbook CF30 Laptop	1CTSA06635	Not working properly
828	13750	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16103	Not working properly
828	14807	Sheriff	Panasonic Toughbook CF30 Laptop	9JKYA88746	Not working properly
828	13748	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16088	Not working properly
828	15784	Sheriff	Panasonic Toughbook CF30 Laptop	2HTYA20318	Not working properly
828	13721	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16090	Not working properly
828	13718	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16086	Not working properly
828	13747	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB09186	Not working properly

Surplus #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL #	MISC.
828	13723	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16093	Not working properly
828	13733	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16105	Not working properly
828	13725	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16096	Not working properly
828	13724	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16094	Not working properly
828	13734	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16106	Not working properly
828	13727	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16098	Not working properly
828	14809	Sheriff	Panasonic Toughbook CF30 Laptop	9JKYA88814	Not working properly
828	13722	Sheriff	Panasonic Toughbook CF30 Laptop	8LKSB16091	Not working properly
829	12585	Sheriff	Canon Image Class D320 Printer	-	Not sure if it works
830		Sheriff	WatchGuard Vista Body Camera	VHC2-021203	Broken
830	-	Sheriff	WatchGuard Vista Body Camera	VHC2-013699	Broken
830	51916	Sheriff	WatchGuard Vista Body Camera	VHC2-013701	Broken
830	51923	Sheriff	WatchGuard Vista Body Camera	VHC2-013692	Broken
830	51919	Sheriff	WatchGuard Vista Body Camera	VHC2-013705	Broken
831		Highway	Trailer full of scrap at East District Shed-Highway		Will be recycled
832		Prosecutor	Large gray desk chair		Good
833		Highway	Wired speakers		Not sure if they work
834		Highway	3 Cell phones and 5 cell phone cases		Not working
835		Highway	Employee Folders		Good



Commission Order No. 2020-41

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Taxes/Property

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A PERMANENT EASEMENT

WHEREAS, it is the desire and recommendation of the Franklin County Planning and Zoning Department to require property owner, Michael Dekeyson and Dennis Duncan, to dedicate a portion of a tract of land for a roadway and utility easement; and

WHEREAS, a copy of the proposed deed and easement is attached hereto.

IT IS THEREFORE ORDERED that the Permanent Easement is hereby approved and that Presiding Commissioner is authorized to execute said Easement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and the easement be provided to; Jim Grutsch, Highway Administrator; and Scottie Eagan, Planning and Zoning Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**PERMANENT
EASEMENT DEED**

THIS DEED, made and entered into this 17 day of JANUARY, 2020, by and between, (Insert Names of Grantors) Michael DeKeyser & Dennis Duncan, State of Missouri, Grantor(s), and County of Franklin, 400 East Locust Street, Room 206, Union, MO 63084 Grantee(s).

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) and/or other valuable consideration, do by these presents GRANT unto the said Grantee(s),

A ROADWAY AND UTILITY EASEMENT situated in the County of Franklin and State of Missouri, to wit:

A permanent dedication of use of a strip of ground for public roadway and utility purposes, said strip being 5 feet in width, (Insert Description of Dedication) SEE ATTACHED.

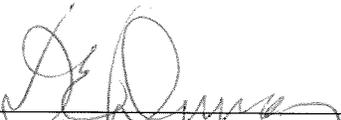
Parcel # SEE ATTACHED LEGAL DESCRIPTION, as recorded in Book _____, Page _____, being situated in Section 11 & 12 of Township 41 North, Range 2 WEST of the _____ Principal Meridian, in Franklin County, Missouri.

(Insert any Stipulations of Easement as Requested by Franklin County).

Intended purpose is for upgrading and improvement of the road.

TO HAVE AND TO HOLD, the said **EASEMENT**, together with all rights and appurtenances to the same, belonging unto the Grantee(s), and to (his/her/their) heirs and assigns FOREVER Said Easement shall benefit and run with the land. Grantee(s), (his/her/their) heirs and assigns shall have the duty to maintain and repair the easement at (his/her/their) expense.

IN WITNESS WHEREOF, the said party(ies) of the first part have executed these presents the day and year first above written.



(Insert Name)
Dennis Duncan
(Add Additional Names if Necessary)

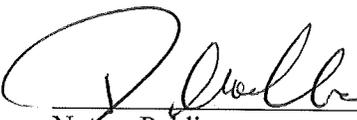


(Insert Name)
Michael DeKeyser

STATE OF MISSOURI)
)SS:
COUNTY OF FRANKLIN)

Michael DeKeyser On this 27 day of December, 2019, before me personally appeared Dennis Duncan And (Insert Parties of the First Part) to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that (he/she/they) executed the same as (his/her/their) free act and deed.

Subscribed and sworn to before me on the date written above.

My Commission Expires: August 18 2023 
Notary Public

DEANNA L COLOMBO
Notary Public Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: August 18, 2023
Commission #10005100

5' EASEMENT DEDICATION STRIP

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE MARKING THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST LINE OF SAID SECTION 11, NORTH 00 DEGREES 11 MINUTES 01 SECONDS WEST 960.71' TO AN OLD IRON ROD, THENCE LEAVING THE EAST LINE OF SAID SECTION 11, NORTH 89 DEGREES 19 MINUTES 58 SECONDS WEST 127.02' TO A SET IRON ROD, THENCE NORTH 40 DEGREES 25 MINUTES 42 SECONDS WEST 601.08' TO A SET IRON ROD, THENCE NORTH 08 DEGREES 59 MINUTES 50 SECONDS EAST 569.73' TO THE POINT OF BEGINNING OF A 5' WIDE EASEMENT DEDICATION STRIP, THENCE NORTH 08 DEGREES 59 MINUTES 50 SECONDS EAST 5.54' TO A POINT ON THE SOUTH SIDE OF AN EXISTING 40' WIDE ROADWAY EASEMENT, THENCE ALONG THE SOUTH SIDE OF SAID 40' WIDE ROADWAY EASEMENT, SOUTH 55 DEGREES 35 MINUTES 40 SECONDS EAST 350.16' TO A POINT, THENCE SOUTH 58 DEGREES 19 MINUTES 50 SECONDS EAST 148.12' TO A POINT ON THE RIGHT-OF-WAY OF LOLLAR BRANCH COUNTY ROAD, THENCE ALONG SAID RIGHT-OF-WAY SOUTH 63 DEGREES 59 MINUTES 53 SECONDS EAST 200.75' TO A POINT, THENCE SOUTH 62 DEGREES 21 MINUTES 10 SECONDS EAST 78.32' TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 445.43', AN ARC LENGTH OF 205.84' AND A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 00 MINUTES 43 SECONDS EAST 204.01', THENCE LEAVING SAID RIGHT-OF-WAY OF LOLLAR BRANCH COUNTY ROAD SOUTH 79 DEGREES 38 MINUTES 20 SECONDS WEST 5.54' TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 440.43', AN ARC LENGTH OF 201.15' AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 10 MINUTES 00 SECONDS WEST 199.41' TO A POINT, THENCE NORTH 62 DEGREES 21 MINUTES 10 SECONDS WEST 78.24' TO A POINT, THENCE NORTH 63 DEGREES 59 MINUTES 53 SECONDS WEST 200.93' TO A POINT, THENCE NORTH 58 DEGREES 19 MINUTES 50 SECONDS WEST 148.61' TO A POINT, THENCE NORTH 55 DEGREES 35 MINUTES 40 SECONDS WEST 347.78' TO THE POINT OF BEGINNING.

TRACT BOUNDARY ADJUSTMENT PLAT

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 11, T41N; R2W

DOC. # 1814619 & DOC # 1909907
FRANKLIN COUNTY, MISSOURI

SCALE 1"=100'

REVISION 01/27/20

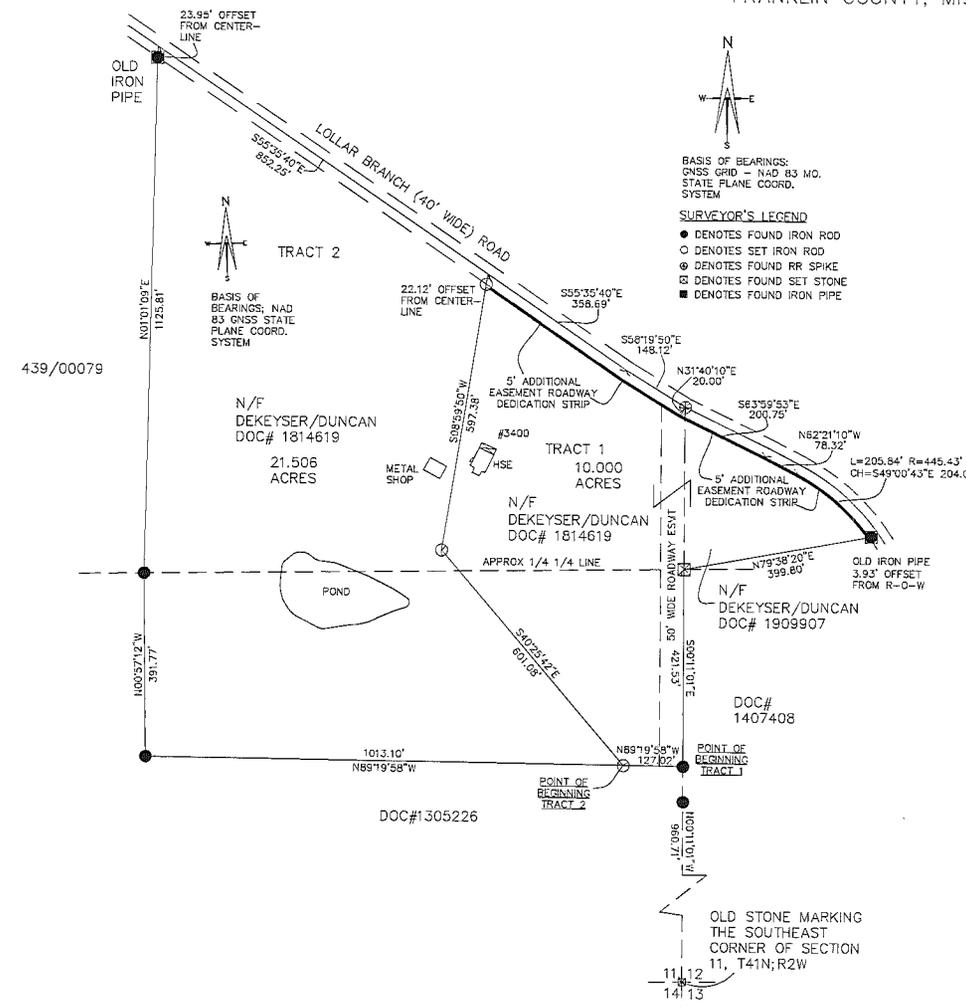
DAVID R. MCCLELLAN
380 LONG SPRINGS ROAD
STEELEVILLE, MO 65565
(314) 381-1023

SHEET 1 OF 1

DATE 09/09/19

PART OF THE EAST HALF OF THE SOUTHEAST 1/4, SEC. 11, TOWNSHIP 41 NORTH, RANGE 2 WEST

DAVID R. MCCLELLAN, LAND SURVEYOR, LICENSE NO. 200025281



N
W
E
S

BASIS OF BEARINGS:
GNSS GRID - NAD 83 MO.
STATE PLANE COORD.
SYSTEM

SURVEYOR'S LEGEND

- DENOTES FOUND IRON ROD
- DENOTES SET IRON ROD
- ⊙ DENOTES FOUND RR SPIKE
- ⊞ DENOTES FOUND SET STONE
- DENOTES FOUND IRON PIPE

TRACT 1

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE MARKING THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST LINE OF SAID SECTION 11, NORTH 00 DEGREES 11 MINUTES 01 SECONDS WEST 960.71' TO AN OLD IRON ROD MARKING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE LEAVING THE EAST LINE OF SAID SECTION 11, NORTH 89 DEGREES 19 MINUTES 58 SECONDS WEST 127.02' TO A SET IRON ROD, THENCE NORTH 08 DEGREES 25 MINUTES 42 SECONDS WEST 601.08' TO A SET IRON ROD, THENCE NORTH 08 DEGREES 59 MINUTES 50 SECONDS EAST 597.38' TO A POINT IN THE CENTER-LINE OF LOLLAR BRANCH COUNTY ROAD FROM WHICH A SET IRON ROD BEARS SOUTH 08 DEGREES 59 MINUTES 50 SECONDS WEST 22.12', THENCE ALONG SAID CENTER-LINE SOUTH 55 DEGREES 35 MINUTES 40 SECONDS EAST 358.69' TO A POINT, THENCE SOUTH 58 DEGREES 19 MINUTES 50 SECONDS EAST 148.12' TO AN OLD RAILROAD SPIKE IN THE EAST LINE OF SAID SECTION 11, THENCE LEAVING SAID CENTER-LINE SOUTH 31 DEGREES 40 MINUTES 10 SECONDS WEST 20.00' TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID LOLLAR BRANCH COUNTY ROAD, THENCE ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 63 DEGREES 59 MINUTES 53 SECONDS EAST 200.75' TO A POINT, THENCE SOUTH 62 DEGREES 21 MINUTES 10 SECONDS EAST 78.32' TO A POINT OF NON-RADIAL CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 205.84', A RADIUS OF 445.43' AND A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 00 MINUTES 43 SECONDS EAST 204.01' TO A POINT FROM WHICH AN OLD IRON PIPE BEARS NORTH 79 DEGREES 38 MINUTES 20 SECONDS EAST 3.93', THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 79 DEGREES 38 MINUTES 20 SECONDS WEST 399.80' TO AN OLD STONE IN THE EAST LINE OF SAID SECTION 11, THENCE SOUTH 00 DEGREES 11 MINUTES 01 SECONDS EAST 421.53' TO THE POINT OF BEGINNING CONTAINING 10,000 ACRES, MORE OR LESS. THIS PROPERTY IS SUBJECT TO A 50' WIDE ROADWAY EASEMENT WEST AND DIRECTLY ADJACENT TO THE EAST LINE OF SAID SECTION 11.

THIS PROPERTY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

TRACT 2

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE MARKING THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST LINE OF SAID SECTION 11, NORTH 00 DEGREES 11 MINUTES 01 SECONDS WEST 960.71' TO AN OLD IRON ROD, THENCE LEAVING THE EAST LINE OF SAID SECTION 11, NORTH 89 DEGREES 19 MINUTES 58 SECONDS WEST 127.02' TO A SET IRON ROD MARKING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE NORTH 08 DEGREES 19 MINUTES 58 SECONDS WEST 1013.10' TO AN OLD IRON ROD, THENCE NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST 1225.81' TO THE CENTER-LINE OF LOLLAR BRANCH COUNTY ROAD FROM WHICH AN OLD IRON PIPE BEARS SOUTH 01 DEGREES 01 MINUTES 09 SECONDS WEST 23.95', THENCE ALONG SAID CENTER-LINE SOUTH 55 DEGREES 35 MINUTES 40 SECONDS EAST 852.25' TO A POINT FROM WHICH A SET IRON ROD BEARS SOUTH 08 DEGREES 59 MINUTES 50 SECONDS WEST 22.12', THENCE LEAVING SAID CENTER-LINE SOUTH 08 DEGREES 59 MINUTES 50 SECONDS WEST 597.38' TO A SET IRON ROD, THENCE SOUTH 40 DEGREES 25 MINUTES 42 SECONDS EAST 601.08' TO THE POINT OF BEGINNING CONTAINING 21,506 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

5' EASEMENT DEDICATION STRIP

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE MARKING THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST LINE OF SAID SECTION 11, NORTH 00 DEGREES 11 MINUTES 01 SECONDS WEST 960.71' TO AN OLD IRON ROD, THENCE LEAVING THE EAST LINE OF SAID SECTION 11, NORTH 89 DEGREES 19 MINUTES 58 SECONDS WEST 127.02' TO A SET IRON ROD, THENCE NORTH 40 DEGREES 25 MINUTES 42 SECONDS WEST 601.08' TO A SET IRON ROD, THENCE NORTH 08 DEGREES 59 MINUTES 50 SECONDS EAST 569.73' TO THE POINT OF BEGINNING OF A 5' WIDE EASEMENT DEDICATION STRIP, THENCE NORTH 08 DEGREES 59 MINUTES 50 SECONDS EAST 5.54' TO A POINT ON THE SOUTH SIDE OF AN EXISTING 40' WIDE ROADWAY EASEMENT, THENCE ALONG THE SOUTH SIDE OF SAID 40' WIDE ROADWAY EASEMENT, SOUTH 55 DEGREES 35 MINUTES 40 SECONDS EAST 350.16' TO A POINT, THENCE SOUTH 58 DEGREES 19 MINUTES 50 SECONDS EAST 148.12' TO A POINT ON THE RIGHT-OF-WAY OF LOLLAR BRANCH COUNTY ROAD, THENCE ALONG SAID RIGHT-OF-WAY SOUTH 63 DEGREES 59 MINUTES 53 SECONDS EAST 200.75' TO A POINT, THENCE SOUTH 62 DEGREES 21 MINUTES 10 SECONDS EAST 78.32' TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 445.43', AN ARC LENGTH OF 205.84' AND A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 00 MINUTES 43 SECONDS EAST 204.01', THENCE LEAVING SAID RIGHT-OF-WAY OF LOLLAR BRANCH COUNTY ROAD SOUTH 79 DEGREES 38 MINUTES 20 SECONDS WEST 5.54' TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 440.43', AN ARC LENGTH OF 201.15' AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 00 MINUTES 43 SECONDS WEST 199.41' TO A POINT, THENCE NORTH 62 DEGREES 21 MINUTES 10 SECONDS WEST 78.24' TO A POINT, THENCE NORTH 63 DEGREES 59 MINUTES 53 SECONDS WEST 200.93' TO A POINT, THENCE NORTH 58 DEGREES 19 MINUTES 50 SECONDS WEST 148.61' TO A POINT, THENCE NORTH 55 DEGREES 35 MINUTES 40 SECONDS WEST 347.78' TO THE POINT OF BEGINNING.

Boundary Survey

This is to certify that at the request of MICHAEL DEKEYSER AND DENNIS DUNCAN, we have during SEPTEMBER, 2019, executed a Boundary Survey. The results reflect the conditions found at the time of the survey, are correctly shown above, and conform to the Current Minimum Standards (effective 12/30/1994) for Urban Class Property Boundary Surveys as issued by the Missouri Department of Natural Resources and the Missouri Board of Architects, Engineers, and Land Surveyors. This survey was conducted under the immediate personal supervision of the undersigned Registered Land Surveyor. The easements, restrictions, and building lines shown are based on record plat information or on information supplied by the client. No investigation has been made by David R. McClellan, as to the present status of any easements, restrictions, or building lines, shown or not shown, affecting the tract surveyed.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Agreement

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF A SPECIAL SALE CONTRACT WITH
B & M METRO PROPERTIES, LLC**

WHEREAS, it is the desire of Franklin County to sell real property in the municipality of Washington, County of Franklin, Missouri to B & M Metro Properties, LLC for the total purchase price of \$850,000.00 with an additional \$5,000.00 for earnest money to be delivered to the escrow agent; and

WHEREAS, this real property includes the territory as described in "Exhibit A" which is attached hereto and incorporated by reference herein; and

WHEREAS, two acres of said property hosting an existing water station will not be included in the sale as shown on the Contract attached hereto; and

WHEREAS, the closing of said Special Sale Contract attached hereto shall take place on May 29, 2020 or sooner if viable.

IT IS THEREFORE ORDERED that the Special Sale Contract is hereby approved and that Presiding Commissioner is authorized to execute said Contract on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and the Contract be provided to B&M Metro Properties, LLC; Scottie Eagan, Planning and Zoning Director; County Auditor; Ann Struttman, Purchasing Director; Mark Piontek, County Counselor; and Jennifer Metcalf, Recorder of Deeds.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.

©ST. LOUIS REALTORS* Approved by Counsel for St. Louis REALTORS* and by the Bar Association of Metropolitan St. Louis. To be used exclusively by REALTORS* and members of the Bar Association of Metropolitan St. Louis.

Form # 2043 01/20

SPECIAL SALE CONTRACT

DATE: 01/27/2020

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

B & M Metro Properties, LLC, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), Washington, County of Franklin, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 4811 South Point Road, Washington, MO 63090

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included: all mineral rights

The following items are excluded: 1 acre is excluded for water station.

3. PURCHASE PRICE.

\$850,000 is the total purchase price to be paid as follows: \$5,000 earnest money (\$0 if none stated) (check one) [] received for delivery to OR [] to be delivered to Hanson Title (Union) escrow agent within 5 days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ 0.00 additional earnest money (\$0 if none stated) to be delivered to escrow agent within N/A days after the "Acceptance Deadline" date (15 days if none stated) or N/A

The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

[X] Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

[] Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

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43 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
44 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
45 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
46 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
47 lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker
48 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
49 Buyer, subject to paragraph 12.

50 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
51 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
52 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
53 **complete and attach to this contract an appropriate appraisal rider.**

54 Loan amount: _____ % of the purchase price **OR** \$ _____

55 Initial interest rate not to exceed: _____ %. Amortization term: _____ years.

56 Other terms (none if blank): _____

57 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____

58 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

59 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase-price **OR** \$ _____
60 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

61 **5. CLOSING AND POSSESSION.**

62 The "Closing" is the exchange of the Seller's deed for the total purchase price. The Closing of this sale shall take place on
63 05/29/2020 or sooner or any other date that both parties agree in writing. Buyer will close at
64 Hanson Title (Union), the title company which provides title insurance. Regardless of who closes
65 for Buyer, Seller may close at the title company of Seller's choice. **Note: If the Seller does not close at the same title company**
66 **as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company,**
67 **then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds**
68 **are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller to deliver possession of the
69 property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of _____
70 (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates
71 this possession. **Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete**
72 **the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will
73 be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to
74 Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted,
75 as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title
76 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to**
77 **always call to confirm instructions before sending any Funds via wire transfer.**

78 **6. TITLE AND SURVEY.**

79 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
80 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
81 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
82 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
83 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
84 for residential purposes at the time of the contract.

85 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase**
86 **Title").**

87 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
88 **Seller paid costs in Paragraph 4.**

89 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment
90 for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title
91 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected
92 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing
93 broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to
94 exceed \$ _____. Buyer to pay title cost exceeding this amount.

95 **Buyer to Order, Provide and Purchase Title.**

96 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy
97 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

98 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
99 **documents, and, if necessary, object to defects that may be discovered.**

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100 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's
101 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or
102 acreage discrepancies, or other matters that would be disclosed on a survey.

103 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.**
104 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
105 **acreage discrepancies.**

106 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on
107 this contingency, Buyer shall within 30 days (25 days if none stated) after the "Acceptance Deadline" date, furnish
108 a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)
109 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at
110 the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will
111 constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance
112 policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller
113 has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects
114 prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional
115 days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this
116 paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for
117 title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the
118 contract acceptance and Closing.

119 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.**
120 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
121 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
122 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
123 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
124 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

125 **7. FRANCHISE DISCLOSURE.**

126 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

127 **8. ADJUSTMENTS AND CLOSING COSTS.**

128 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
129 FHA and VA regulations) as follows:

130 **Buyer shall pay for (where applicable):**

- 131 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 132 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
133 Buyer, subject to paragraph 8;
- 134 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
135 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 136 • building, termite, and environmental inspections;
- 137 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 138 • real estate compensation to broker per separate written agreement;
- 139 • municipal occupancy permit; and
- 140 • agreed upon repairs.

141 **Seller shall pay for (where applicable):**

- 142 • existing loans on property (if not assumed by Buyer);
- 143 • any expenses of Buyer's loan agreed to in paragraph 4;
- 144 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
145 Seller, subject to paragraph 8;
- 146 • municipal, Conservation District and fire district inspection fees;
- 147 • special taxes and special assessments levied before Closing; and
- 148 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid
149 directly to selling broker; and agreed upon repairs.

150 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**
151 **of Closing (Seller to pay for last day):**

- 152 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
153 thirty (30) days to be collected by Seller and not adjusted;
- 154 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 155 • district improvement assessments for current year; Buyer to pay thereafter;
- 156 • subdivision upkeep assessments and monthly condominium fee;
- 157 • interest (when Buyer assumes existing loan); and
- 158 • flat rate utility charges (including water, sewer, and trash).

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159 9. LOSS.

160 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
161 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or
162 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
163 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
164 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
165 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of
166 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
167 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
168 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
169 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
170 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
171 or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
172 listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such
173 information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer
174 may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which
175 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
176 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
177 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

178 10. ASSIGNABILITY OF CONTRACT.

179 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
180 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
181 obligations under this contract.

182 11. MISCELLANEOUS PROVISIONS.

183 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
184 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
185 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
186 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
187 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
188 or amended, in whole or in part, except in writing signed by all parties.

189 12. EARNEST MONEY.

190 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
191 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
192 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
193 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
194 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
195 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
196 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
197 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
198 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
199 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
200 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
201 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
202 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
203 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
204 Closing date.

205 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
206 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
207 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

208 13. REMEDIES.

209 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
210 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
211 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
212 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
213 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will

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214 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working
215 as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability
216 upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice
217 of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale.
218 Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between
219 the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
220 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

221 **14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

222 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]
223 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

224 **15. CONSTRUCTION.**

225 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
226 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an
227 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling
228 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker
229 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
230 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). With the exception of the term
231 "banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.

232 **16. FLOOD PLAIN.**

233 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
234 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
235 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
236 waiver by Buyer of this contingency.

237 **17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

238 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals
239 as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller
240 grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities turned on or
241 transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the
242 same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his
243 obligation to complete improvements and repairs required by this contract.

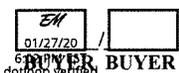
244 **18. SPECIAL AGREEMENTS.**

245 Special agreements and Riders between Buyer and Seller forming a part of this contract: This contract is subject to and
246 contingent upon the buyer being able to conduct all due diligence, buyer so chooses, (including sub surface examination for rock)
247 at buyers expense. If buyer is dissatisfied with any aspect of the results of buyers due diligence, buyer may terminate this contract
248 within the 60 day due diligence period by giving written notice to seller/ sellers agent and all earnest money shall be returned
249 to buyer per paragraph 12 of this contract. Buyer shall close within 15 days of all contingencies being waived.
250 60 Day Due Diligence Period referenced above shall commence upon the acceptance of this contract.

- 251
252 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)
253 Other # _____ Other # _____

254 **19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

255 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that
256 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
257 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
258 of property, and the available information about total square footage can vary depending upon the source, the measurement
259 standard that was used and the date of measurement. One source for total square footage is public information from the county
260 assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you
261 wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified
262 professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The
263 price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square
264 foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish
265 to have verifiable and accurate information on lot size you should retain a licensed surveyor.

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266 20. SELLER'S DISCLOSURE STATEMENT. (Check one)

- 267 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
- 268 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
- 269 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 270 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
- 271 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
- 272 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
- 273 contingency shall be deemed as waived by Buyer.
- 274 No Seller's Disclosure Statement will be provided by Seller.

275 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.

276 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any

277 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site

278 for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a

279 written explanation.

280 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

281 21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

282 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,

283 upon first contact, or immediately upon the occurrence of a change to the relationship.

284 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**

285 **Licensee.**

286 **Licensee assisting Seller is a: (Check appropriate box)**

- 287 Seller's Agent: Licensee is acting on behalf of the Seller.
- 288 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 289 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 290 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 291 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

292 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

293 _____ (insert name of licensee) is a real

294 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

295 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or

296 an immediate family member of Seller Buyer Other Specify: _____

297 **Licensee assisting Buyer is a: (Check appropriate box)**

- 298 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 299 Seller's Agent: Licensee is acting on behalf of the Seller.
- 300 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 301 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 302 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 303 Subagent of Seller: Licensee is acting on behalf of the Seller.

304 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

305 Eric Merchant (insert name of licensee) is a real

306 estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)

307 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or

308 an immediate family member of Seller Buyer Other Specify: Managing Member of B & M Properties, LLC

309 **Sources of compensation to Broker(s), including commissions and/or other fees:** Seller Buyer


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310 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

311 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
312 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
313 Transaction Act as adopted by the state Missouri.

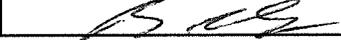
314 Trophy Properties & Auction
315 Brokerage Firm Name Assisting Buyer

AYMO, LLC
315 Brokerage Firm Name Assisting Seller

316 Broker's Firm State License ID#2012019298

316 Broker's Firm State License ID#: 2016039297

317 By (Signature):  

317 By (Signature): 

318 Printed Name: Eric Merchant

318 Printed Name: Brian Kelley

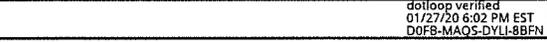
319 Licensee State License ID#: 1999068395

319 Licensee State License ID#: 2004034792

320 Date: 01/27/2020 MLS ID: cemerch

320 Date: 1/29/20 MLS ID: _____

321 OFFER to be accepted by Seller by: 5p m of 1/29/2020 2/4/2020

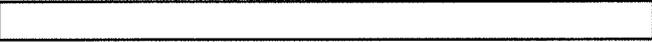
322  
323 BUYER SIGNATURE DATE

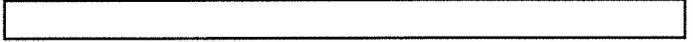

323 BUYER SIGNATURE DATE

324 Eric Merchant (Managing Member of B & M Properties, LLC)
325 Buyer Printed Name

Buyer Printed Name

326 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

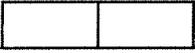
327 
328 SELLER SIGNATURE TIME and DATE

327 
328 SELLER SIGNATURE TIME and DATE

329 Seller Printed Name
330 Seller Printed Name

Seller Printed Name

331 OR  (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.
332 (use Form #2164 Sale Contract Counteroffer Form).

333 OR  (initials) WE REJECT THIS OFFER.

334 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
335 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.

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Approved by Counsel for the St. Louis Association of REALTORS*
to be used exclusively by REALTORS*
and members of the Bar Association of Metropolitan St. Louis

Form # 2164

07/12

SALE CONTRACT COUNTEROFFER # 1

Initiated By: Seller or Buyer

SALE CONTRACT DATED: 1/27/2020 SALE CONTRACT: 00777379

PROPERTY: 4811 South Point Road, Washington, Missouri 63090

This Counteroffer is part of an offer to buy or sell property. Carefully read its terms and the terms of any documents referenced as part of the offer.

ANY TERMS AGREED TO FROM A PREVIOUS COUNTEROFFER MUST BE CARRIED FORWARD TO THIS COUNTEROFFER AS WELL AS ANY NEWLY PROPOSED CHANGES. THE TERMS CONTAINED IN THIS COUNTEROFFER TOGETHER WITH THE REMAINING UNCHANGED TERMS OF THE SALE CONTRACT (PLUS ANY ATTACHED ADDENDUM OR RIDERS) SHALL CONSTITUTE THE NEW OFFER.

The Sale Contract Shall Be Changed As Follows:

1. Paragraph # 2, Line # 19 or Rider # _____ is changed as follows: Approximately 2 acres are excluded for a fire station and water storage tank in the approximate location shown on the attached site plan marked Exhibit A and incorporated by reference herein.

2. Paragraph # _____, Line # _____ or Rider # _____ is changed as follows: _____

3. Paragraph # _____, Line # _____ or Rider # _____ is changed as follows: _____

4. Paragraph # _____, Line # _____ or Rider # _____ is changed as follows: _____

5. Paragraph # _____, Line # _____ or Rider # _____ is changed as follows: _____

6. The _____ additional attached pages contain terms that are an integral part of this Counteroffer, identified as follows: _____

EXPIRATION: This Counteroffer must be accepted by 5p m. of 2/4/2020 ("Acceptance Deadline").

SIGNATURE DATE
Franklin County
Printed Name

SIGNATURE DATE
City of Washington
Printed Name

WE ACCEPT THE TERMS SET FORTH IN THE SALE CONTRACT, AS MODIFIED BY THIS COUNTEROFFER (INCLUDING ANY ATTACHED ADDENDUM OR RIDERS).

SIGNATURE TIME and DATE
Printed Name

SIGNATURE TIME and DATE
Printed Name

OR

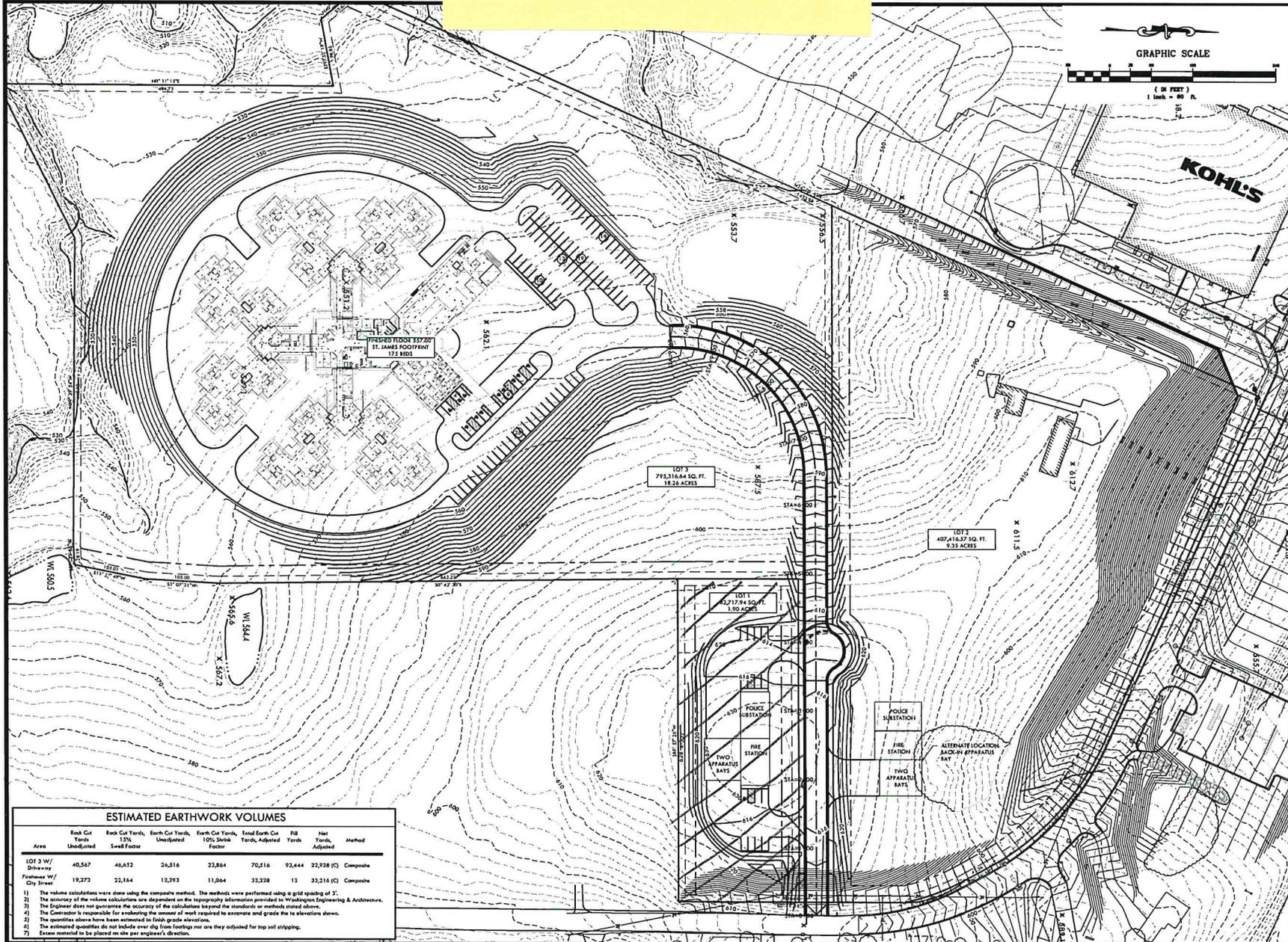
(initials) WE REJECT THIS COUNTEROFFER AND MAKE A NEW COUNTEROFFER.

OR

(initials) WE REJECT THIS COUNTEROFFER.

(Counteroffer Page 1 of 1)

Exhibit A



ESTIMATED EARTHWORK VOLUMES

Area	Bank Cut	Bank Cut	Earth Cut	Earth Cut	Total Earth Cut	Fill	Net	Method
	Yards	Yards	Yards	Yards	Yards	Yards	Yards	
	Undisturbed	125% Swell Factor	Unclassified	100% Shrink Factor	Yards, Adjusted		Yards, Adjusted	
LOT 3 W/ Drive-way	40,587	46,672	26,516	22,864	70,516	93,444	22,928 (C)	Composite
Freeway W/ City Street	19,273	22,184	12,293	11,064	33,228	12	33,216 (C)	Composite

- 1) The volume calculations were done using the composite method. The methods were performed using a grid spacing of 3'.
- 2) The accuracy of the volume calculations are dependent on the topography information provided to Washington Engineering & Architecture.
- 3) The Engineer does not guarantee the accuracy of the calculations beyond the standards or methods stated above.
- 4) The Contractor is responsible for evaluating the amount of work required to excavate and grade the site elevations shown.
- 5) The quantities above have been minimized to final grade elevations.
- 6) The estimated quantities do not include over dig from footings nor are they adjusted for top soil stripping.
- 7) Excuse material to be placed on site per engineer's direction.

PRELIMINARY NOT FOR CONSTRUCTION

WASHINGTON ENGINEERING & ARCHITECTURE, INC.
1301 WEST FIFTH STREET, WASHINGTON, MO 63090
TEL: (636) 239-6550
WWW.W-E-A.COM

PROPOSED VETERANS HOME
City of Washington
South Point Road
Washington, MO 63090

PRELIMINARY SITE PLAN	
DATE	REVISION / DESCRIPTION

PROJECT # 2441



Commission Order No. 2020-43

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Finances

IN THE MATTER OF SETTLEMENT OF FRANKLIN COUNTY TREASURER WITH THE FRANKLIN COUNTY COMMISSION

WHEREAS, the County Treasurer shall semiannually settle her accounts with the County Commission at the regular February and August terms of said Commission; and

WHEREAS, said Treasurer shall account for all school monies or funds of any and all kinds received by her, from whom and on what account, and the particular fund to which each of said funds was entered and charged, and the amount paid out for any and all purposes as stated in attachments A, B, C and D; and

WHEREAS, for the period of July 1, 2019 through December 31, 2019, the County Commission has examined the vouchers, receipts, orders and warrants upon which each of said payments were made.

IT IS THEREFORE ORDERED that the County Commission is satisfied that said payments are just and correct and attest the same.

IT IS FURTHER ORDERED that a copy of this order with the attachments A, B, C, and D be delivered to Debbie Aholt, Franklin County Treasurer and to Jeannine Stevens, Chief Deputy County Clerk.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

SUMMARY OF SETTLEMENT
ALL FUNDS IN COUNTY COURT

777000 FUNDS	6/30/19 BEG BALANCE	RECEIPTS	12/31/19 SUBTOTAL	DISBURSEMENT	C/D VARIANCE	12/31/19 ENDING BALANCE
GENERAL REST.	0.00	0.00	0.00	0.00	0.00	0.00
GENERAL REVENUE FUND	3,591,648.07	6,563,591.03	10,155,239.10	7,512,124.59	0.00	2,643,114.51
GENERAL SR08 CASH	19,011.75	0.00	19,011.75	0.00	0.00	19,011.75
GENERAL SR08 RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
EMERGENCY FUND	2,961,062.63	25,430.96	2,986,493.59	0.00	0.00	2,986,493.59
ROAD & BRIDGE	6,668,685.73	6,289,575.45	12,958,261.18	9,097,603.77	0.00	3,860,657.41
ROAD & BRIDGE REST.	3,390.49	61.92	3,452.41	0.00	0.00	3,452.41
ASSESSMENT FUND	150,378.23	405,816.65	556,194.88	469,881.38	0.00	86,313.50
UNEMP TAX EQUAL.	159,365.08	1,368.70	160,733.78	0.00	0.00	160,733.78
CAPITAL IMPROVE.	414,597.65	3,560.74	418,158.39	0.00	0.00	418,158.39
CAPITAL IMPROVE. REST.	131.04	0.00	131.04	0.00	0.00	131.04
BUILDING FUND	1,523,240.47	312,692.59	1,835,933.06	108,248.70	0.00	1,727,684.36
BLDG. FUND REST.	1,476.80	26.08	1,502.88	0.00	0.00	1,502.88
COMM & ECON. DEVEL.	366,074.04	52,943.08	419,017.12	419,017.12	0.00	0.00
COMM & ECON. DEVEL.-EDA	0.00	0.00	0.00	0.00	0.00	0.00
HAVA SERVICES	2,958.22	39.52	2,997.74	3.65	0.00	2,994.09
ELECTION EQUIPMENT	167,813.34	2,189.03	170,002.37	0.00	0.00	170,002.37
LAW ENFORCE. TRAINING	54,971.98	17,717.24	72,689.22	17,179.01	0.00	55,510.21
FAMILY ACCESS	24,803.67	13,093.11	37,896.78	12,784.05	0.00	25,112.73
TREATMENT COURT	39,714.97	27,853.54	67,568.51	4,846.93	0.00	62,721.58
LAW ENFORCE RESTITUTION	10,252.12	2,800.75	13,052.87	0.00	0.00	13,052.87
EQUITABLE SHARING	0.00	164,145.77	164,145.77	19,747.49	0.00	144,398.28
LAW ENFORCE. TRUST	685,916.28	8,186,200.28	8,872,116.56	6,236,631.19	0.00	2,637,485.37
PROP P COMPENSATION	331,030.16	1,657,009.81	1,988,039.97	1,695,687.45	0.00	292,352.52
PROP P JAIL/EMA	8,320,019.28	22,827,256.77	31,147,276.05	7,319,893.60	0.00	23,827,382.45
INMATE SECURITY	304,363.01	57,483.14	361,846.15	19,028.03	0.00	342,818.12
COLLECTOR TAX MAINT.	266,234.36	52,614.89	318,849.25	74,103.03	0.00	244,746.22
SHERIFF REVOLVING	213,219.47	22,309.83	235,529.30	15,303.51	0.00	220,225.79
SHERIFF CIVIL FEES	123,477.82	16,910.89	140,388.71	0.00	0.00	140,388.71
COUNTY 911 FUND	561,785.72	936,276.45	1,498,062.17	888,681.53	0.00	609,380.64
PA TRAINING	14,388.49	4,092.10	18,480.59	4,787.29	0.00	13,693.30
ELECTION SERV.	96,725.29	15,109.97	111,835.26	3,163.32	0.00	108,671.94
DOMESTIC VIOLENCE	9,065.81	2,200.88	11,266.69	0.00	0.00	11,266.69
HEALTH DEPT	566,841.15	467,238.75	1,034,079.90	513,190.84	0.00	520,889.06
RECORD PRESERV.	264,021.20	39,958.42	303,979.62	9,158.40	0.00	294,821.22
BAD CHECK FUND	30,087.58	5,156.02	35,243.60	8,000.00	0.00	27,243.60
MUNICIPAL COURT	345,826.27	329,274.40	675,100.67	589,146.33	0.00	85,954.34
CLEARING FUND	75,116.57	2,114,788.29	2,189,904.86	2,836,587.02	0.00	(646,682.16)
PAYROLL CLEARING	0.00	0.02	0.02	0.02	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00
CRIMINAL COSTS	0.00	253,471.84	253,471.84	253,471.84	0.00	0.00
UNCLAIMED FEES	0.00	0.00	0.00	0.00	0.00	0.00
777000 FUNDS TOTAL	28,368,294.74	50,872,258.91	79,240,553.65	38,128,870.09	0.00	41,111,683.56

775000 FUNDS	6/30/19 BEG BALANCE	RECEIPTS	12/31/19 SUBTOTAL	DISBURSEMENT	C/D VARIANCE	12/31/19 BALANCE
PA ADMINISTRATION	11,412.92	957.20	12,370.12	1,298.30	0.00	11,071.82
CERF FUND	14.10	299,277.99	299,292.09	299,279.01	0.00	13.08
SCHOOL FINES	460,137.71	258,838.42	718,976.13	572,525.90	0.00	146,450.23
MO SCHOOLS FORF.	22,609.02	11,728.68	34,337.70	27,084.98	0.00	7,252.72
SHERIFF SALARY SUPP. FUND	2,280.00	14,639.80	16,919.80	16,919.80	0.00	0.00
OVERPLUS LAND	36,075.09	29,090.02	65,165.11	2,905.74	N/A	62,259.37
MUNICIPAL COURT STATE AGEM	13,994.61	46,764.06	60,758.67	47,823.93	N/A	12,934.74
MO PROSECUTION SERV.	0.00	215.00	215.00	215.00	N/A	0.00
WASHINGTON TIF1	0.00	12,573.33	12,573.33	12,573.33	N/A	0.00
WASHINGTON TIF2	0.00	21,132.99	21,132.99	21,132.99	N/A	0.00
WASHINGTON TIF3	0.00	7,968.46	7,968.46	7,968.46	N/A	0.00
FIN INST TAX SCHOOL	0.00	68,891.88	68,891.88	68,891.88	N/A	0.00
FIN INST TAX CITY	0.00	8,614.59	8,614.59	8,614.59	N/A	0.00
WASHINGTON LIBRARY-FIT	0.00	2,280.91	2,280.91	2,280.91	N/A	0.00
SULLIVAN LIBRARY-FIT	0.00	0.00	0.00	0.00	N/A	0.00
HERMANN HOSPITAL	0.00	34,231.28	34,231.28	34,231.28	N/A	0.00
BOLES FIRE DISTRICT	0.00	895,568.00	895,568.00	895,568.00	N/A	0.00
PACIFIC FIRE DISTRICT	0.00	674,146.74	674,146.74	674,146.74	N/A	0.00
ST CLAIR FIRE DISTRICT	0.00	387,704.01	387,704.01	387,704.01	N/A	0.00
UNION FIRE DISTRICT	0.00	461,677.14	461,677.14	461,677.14	N/A	0.00
BEAU-LESLIE FIRE DISTRICT	0.00	80,553.55	80,553.55	80,553.55	N/A	0.00
SULLIVAN FIRE DISTRICT	0.00	115,834.45	115,834.45	115,834.45	N/A	0.00
BOURBON FIRE DISTRICT	0.00	383.94	383.94	383.94	N/A	0.00
GERALD-ROSEBUD FIRE	0.00	32,979.58	32,979.58	32,979.58	N/A	0.00
NEW HAVEN-BERGER FIRE	0.00	63,238.60	63,238.60	63,238.60	N/A	0.00
ST LOUIS COMM. COLLEGE	0.00	249,489.68	249,489.68	249,489.68	N/A	0.00
E. CENTRAL COLLEGE & T4T	0.00	2,034,108.70	2,034,108.70	2,034,108.70	N/A	0.00
MERAMEC AMBULANCE	0.00	607,410.35	607,410.35	607,410.35	N/A	0.00
UNION AMBULANCE	0.00	24,392.63	24,392.63	24,392.63	N/A	0.00
ST CLAIR AMBULANCE	0.00	177,339.90	177,339.90	177,339.90	N/A	0.00
GERALD AMBULANCE	0.00	78,433.22	78,433.22	78,433.22	N/A	0.00
HERMANN AMBULANCE	0.00	4,074.29	4,074.29	4,074.29	N/A	0.00
WASHINGTON AMBULANCE	0.00	0.00	0.00	0.00	N/A	0.00
NEW HAVEN AMBULANCE	0.00	57,503.49	57,503.49	57,503.49	N/A	0.00
GRAY SUMMIT SEWER	0.00	0.00	0.00	0.00	N/A	0.00
BEAUTYVIEW SEWER	0.00	21.04	21.04	21.04	N/A	0.00
SYLVAN MANOR SEWER	0.00	5,345.77	5,345.77	5,345.77	N/A	0.00
CRESTVIEW SEWER	0.00	3,382.73	3,382.73	3,382.73	N/A	0.00
LAKE ST CLAIR SEWER	0.00	17,628.01	17,628.01	17,628.01	N/A	0.00
CALVEY CREEK SEWER	0.00	34,405.18	34,405.18	34,405.18	N/A	0.00
FR CO DEVELOP. SERVICES	0.00	583,799.06	583,799.06	583,799.06	N/A	0.00
SCENIC REGIONAL LIBRARY	0.00	1,095,088.99	1,095,088.99	1,095,088.99	N/A	0.00
WASHINGTON COMM LIBRARY	0.00	157,228.82	157,228.82	157,228.82	N/A	0.00
BERGER LEVEE	0.00	6,384.70	6,384.70	6,384.70	N/A	0.00
LABADIE LEVEE	0.00	3,279.13	3,279.13	3,279.13	N/A	0.00
PACE	0.00	37,397.90	37,397.90	37,397.90	N/A	0.00
775000 FUNDS TOTAL	546,523.45	8,706,004.21	9,215,129.76	8,975,147.80	0.00	239,981.96
777000 & 775000 FUNDS GRAND TOTALS	28,914,818.20	59,578,263.12	88,456,683.42	47,104,017.89	0.00	41,351,665.52

**SUMMARY OF SETTLEMENT
ALL FUNDS IN COUNTY COURT**

777000 BANK ACCOUNTS		
ACCOUNT NAME	CHECKS OUTSTANDING	BANK BALANCE
OPERATING ACCOUNT	1,152,828.19	1,166,995.11
BKNY 2012 LEASE	0.00	0.00
BKNY 2018 PROJECT	0.00	832,111.13
BKNY 2019 LEASE	0.00	0.00
BKNY 2019 GOOD FAITH	0.00	0.00
BKNY 2019 COI	0.00	0.00
BKNY 201A PROJECT	0.00	20,989,811.64
BKNY 2019B LEASE	0.00	1,633.20
GENERAL REVENUE MM	0.00	18,881,788.98
SHERIFF REVOLVING	0.00	220,226.79
EQUITABLE SHARING	0.00	144,398.28
PUBLIC CHARGES	0.00	6.73
PAYROLL	0.00	66,331.68
CDBG	0.00	0.00
NET TOTAL	1,152,828.19	42,303,301.44
LESS OUTSTANDING		1,152,828.19
ADJUSTMENT (if any)		(38,789.69)
TOTAL OF CD'S		0.00
CD'S		
EMERGENCY FUND	0.00	
ASSESSMENT	0.00	
ASSESSMENT-REST.	0.00	
CAPITAL IMPROVEMENT	0.00	
BUILDING FUND	0.00	
COM EC DEVELOP	0.00	
HAVA	0.00	
BAD CHECK	0.00	
MUNICIPAL COURT	0.00	
777000 BANK TOTAL		41,111,683.56

EMPLOYEE BENEFITS NOT W/DRAWN BY MONTH END

775000 BANK ACCOUNTS		
ACCOUNT NAME	CHECKS OUTSTANDING	BANK BALANCE
TREASURER'S FUND	0.00	215,962.32
CERF MM ACCOUNT	0.00	13.08
PA ADMINISTRATION	0.00	11,071.82
MUNICIPAL COURT	0.00	10,645.74
	0.00	237,692.96
LESS OUTSTANDING		0.00
ADJUSTMENT (if any)		2,289.00
TOTAL OF CD'S		0.00
CD'S		
SCHOOL INTEREST	0.00	
775000 BANK TOTAL		239,981.96
777000 & 775000 BANK ACCOUNT GRAND TOTALS		41,351,665.52

DEPOSIT PUT IN JANUARY

DATE 1-31-20

Debbie Aholt

DEBBIE AHOLT
TREASURER

TIM BRINKER
PRESIDING COMMISSIONER

TODD BOLAND
ASSOCIATE COMMISSIONER

DAVID HINSON
ASSOCIATE COMMISSIONER

SEMI-ANNUAL ROAD SETTLEMENT
 WITH COUNTY COMMISSION, STATE OF MISSOURI
 DEBBIE AHOLT, FRANKLIN COUNTY TREASURER
 December 31, 2019

NAME OF DISTRICT	June 30, 2019 BALANCE	REC FROM COLLECTOR	SUBTOTAL	DISBURSE	December 31, 2019 BALANCE
WASHINGTON SPEC ROAD DIST	0.00	148,858.32	148,858.32	148,858.32	0.00
CITY OF WASHINGTON	681,291.24	52,402.31	733,693.55	0.00	733,693.55
UNION SPEC ROAD DIST	0.00	52,057.77	52,057.77	52,057.77	0.00
CITY OF UNION	107,273.88	28,773.87	136,047.75	0.00	136,047.75
NEW HAVEN SPEC ROAD DIST	0.00	15,303.82	15,303.82	15,303.82	0.00
CITY OF NEW HAVEN	85,522.52	5,395.04	90,917.56	0.00	90,917.56
SULLIVAN SPEC ROAD DIST	0.00	36,140.04	36,140.04	36,140.04	0.00
CITY OF SULLIVAN	88,732.62	11,814.28	100,546.90	0.00	100,546.90
CITY OAK GROVE	263.98	679.35	943.33	0.00	943.33
CITY OF BERGER	1,139.05	384.41	1,523.46	0.00	1,523.46
CITY OF GERALD	25,937.41	2,498.95	28,436.36	26,058.25	2,378.11
CITY OF PACIFIC	324,991.37	22,841.51	347,832.88	0.00	347,832.88
PARKWAY VILLAGE	7,007.99	1,483.54	8,491.53	0.00	8,491.53
CITY OF ST CLAIR	238,491.71	9,828.93	248,320.64	0.00	248,320.64
VILLAGE MIRAMIGUOA PARK	8,697.80	199.72	8,897.52	0.00	8,897.52
TOTALS	\$1,569,349.57	\$388,661.86	\$1,958,011.43	\$278,418.20	\$1,679,593.23

ACCEPTED BY COUNTY COURT

DATE 1-30-20



 DEBBIE AHOLT
 TREASURER

 TIM BRINKER
 PRESIDING COMMISSIONER

 TODD BOLAND
 ASSOCIATE COMMISSIONER

 DAVE HINSON
 ASSOCIATE COMMISSIONER

ATTACHMENT D

JULY - DECEMBER 2019 TOTALS

RECONCILIATION OF ALL FUNDS

OUTSTANDING CHECKS

Operating	1,152,828.19
EDA - Community & Economic Development	0.00
Treasurer's Fund	0.00
P.A. Administration	0.00
TOTAL OUTSTANDING CHECKS:	\$ 1,152,828.19
TREASURER'S BALANCE (Grand Total from Treasurer's Report)	\$ 41,351,665.52
add total outstanding checks and Treasurer's Balance	\$ 42,504,493.71
C/D TOTAL (Taken from Treasurer's Report)	\$ 0.00
TOTAL: (subtract c/d total from total of outstanding checks and Treasurer's Balance)	\$ 42,504,493.71

BANK BALANCE

Operating:	\$ 1,166,995.11
BKNY - 2012 Lease:	0.00
BKNY - 2018 COI:	0.00
BKNY - 2018 Project:	832,111.13
BKNY - 2018 Good Faith:	0.00
BKNY - 2019B Lease:	1,633.20
BKNY - 2019 Good Faith:	0.00
BKNY - 2019 COI:	0.00
BKNY - 2019 Project:	20,989,811.54
General Revenue MM:	18,881,788.98
Sheriff Revolving:	220,225.79
Equitable Sharing:	144,398.28
Public Charges (credit cards):	5.73
Payroll:	66,331.68
Treasurer's Fund:	215,962.32
CERF MM:	13.08
PA Administration:	11,071.82
Municipal Court:	10,645.74
Adjustments: employee benefits not w/drawn by month end & deposit made in January:	-36,500.69
GRAND TOTAL:	\$ 42,504,493.71



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Trustee's Sale / Taxes

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to several lots located in Lost Valley Lakes, attached hereto; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$8,302.60; and

WHEREAS, William R. Kary has expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to William R. Kary for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offers of William R. Kary to purchase the subject properties for the sum of \$2,400.00, said sum consisting of back taxes, interests and costs of \$1,645.22 and Trustee's Commission of \$754.78.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of William R. Kary to file the original deeds with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 2400.02 for the following property situated in Franklin County, Missouri, to-wit:

See Exhibit "A" Attached

That said offer was made by William R. Kary. The undersigned petitions the Honorable County Court to order the sale of said property to William R. Kary for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs
Collector's Deed
Record Collector's Deed
Trustee's Commission
Overage - Surplus Amount to General Revenue
TOTAL:

\$ \$ 1,645.22
\$ \$
\$ \$ \$ 754.78
\$ \$
\$ \$ 2,400.00

Donald Wurdack
Trustee
DONALD WURDACK

Delivered 01/28/2020

32-2-03.0-3-001-332.000	0.000	17	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803648	\$ 402.53	\$ 40.25	\$ 442.78
32-2-03.0-3-001-333.000	0.000	16	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627706	\$ 451.73	\$ 45.17	\$ 496.90
32-2-03.0-3-001-334.000	0.000	15	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627707	\$ 465.28	\$ 46.53	\$ 511.81
32-2-03.0-3-001-335.000	0.000	14	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803649	\$ 495.84	\$ 49.58	\$ 545.42
32-2-03.0-3-001-336.000	0.000	13	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803635	\$ 488.53	\$ 48.85	\$ 537.38
32-2-03.0-3-001-337.000	0.000	12	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714963	\$ 521.63	\$ 52.16	\$ 573.79
32-2-03.0-3-001-338.000	0.000	11	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415895	\$ 474.10	\$ 47.41	\$ 521.51
32-2-03.0-3-001-339.000	0.000	10	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415896	\$ 479.06	\$ 47.91	\$ 526.97
32-2-03.0-3-001-340.000	0.000	9	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415897	\$ 481.87	\$ 48.19	\$ 530.06
32-2-03.0-3-001-341.000	0.000	8	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0700776	\$ 462.91	\$ 46.29	\$ 509.20
32-2-03.0-3-001-342.000	0.000	7	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415898	\$ 481.87	\$ 48.19	\$ 530.06
32-2-03.0-3-001-343.000	0.000	6	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627709	\$ 464.35	\$ 46.44	\$ 510.79
32-2-03.0-3-001-344.000	0.000	5	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627710	\$ 467.02	\$ 46.70	\$ 513.72
32-2-03.0-3-001-345.000	0.000	4	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627711	\$ 467.02	\$ 46.70	\$ 513.72
32-2-03.0-3-001-346.000	0.000	3	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627571	\$ 481.72	\$ 48.17	\$ 529.89
32-2-03.0-3-001-347.000	0.000	2	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627712	\$ 462.36	\$ 46.24	\$ 508.60

☑ + exhibit "A"



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, February 4, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF A MAINTENANCE AND SUPPORT
AGREEMENT WITH BUSCOMM
INCORPORATED**

WHEREAS, the Franklin County Sheriff's Department uses audiolog operational recording devices acquired from BusComm Incorporated; and

WHEREAS, the existing Maintenance and Support Agreement will terminate on March 17, 2020 and it is therefore necessary to renew said agreement; and

WHEREAS, the cost of the Maintenance and Support Agreement for a period of one year is \$3,541.53 plus compensation as per the Agreement for additional services.

IT IS THEREFORE ORDERED that the renewal of the Maintenance and Support Agreement with BusComm is hereby approved and that Presiding Commissioner, 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 BusComm Incorporated; to the Sheriff's Department; Lynne Maloney, Accounts Payable; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**BUSCOMM INCORPORATED
REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT**

This **REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT** (“**Agreement**”) is effective the 18th day of March, 2020 (“**Effective Date**”) by and between **BUSCOMM INCORPORATED**, a Missouri corporation (“**BusComm**”) and **Franklin County Sheriff Department**, a Missouri corporation (“**Purchaser**”) (individually, each a “**Party**,” or collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Purchaser has a need for hardware and software maintenance of Purchaser’s Verint Recording for Public Safety System (the “**System**”);

WHEREAS, BusComm provides hardware and software maintenance support (collectively, the “**Support**”) for the System;

WHEREAS, the Parties desire to enter into this Agreement whereby BusComm will provide certain maintenance Support to Purchaser, as more fully detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. TERM AND TERMINATION

- 1.1 Term.** The term of this Agreement shall commence on the Effective Date and will continue until March 17, 2021 and from year to year thereafter unless terminated by either Party upon written notice given to the other Party at least thirty (30) days prior to the end of the first year or subsequent year. No refund or pro-rating of any charges or annual compensation paid hereunder shall be made at any time. This Agreement is not transferable and becomes void upon sale of the equipment.
- 1.2 Termination Due to End of Life.** In the event the System software has been covered by a BusComm Guaranteed Maintenance Support Agreement (“**Maintenance Agreement**”) for a minimum of four (4) years, BusComm reserves the right to terminate this Agreement based on the age of the hardware platform housing the System software. BusComm will provide a minimum of forty-five (45) days notice of such termination and offer the opportunity for Purchaser to upgrade their current hardware platform to continue receiving Support under the terms of the Agreement.
- 1.3 Termination With Cause.** In the event BusComm commits a material breach of any of the provisions of this Agreement, which breach has not been cured upon thirty (30) days written notice from Purchaser, then Purchaser may terminate this Agreement upon thirty (30) days written notice.

- 1.4 **Termination for Non-payment.** In the event Purchaser fails to pay any charge or compensation due hereunder, BusComm will have the option to terminate this Agreement upon thirty (30) days written notice.
- 1.5 **Effect of Termination.** Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except for obligations accruing and becoming payable prior to the date of termination or obligations that are expressly made to extend beyond the term.

II. OBLIGATIONS OF BUSCOMM

- 2.1 **Support.** BusComm shall provide Support to Purchaser as set forth for the System. BusComm shall begin providing Support following the termination of the manufacturer's warranty period of the System.
- 2.2 **Response to Support Calls.** BusComm agrees to provide prompt response to all support calls twenty-four (24) hours per day, seven (7) days a week, and three hundred and sixty-five (365) days a year. BusComm agrees that Purchaser is a comprehensive maintenance customer and is guaranteed priority support and response to reported System issues via remote diagnostic software, a phone call, or an on-site visit. BusComm will make a diagnostic call within thirty (30) minutes of receipt of Purchaser's support request. A copy of the escalation procedure will be provided upon Purchaser's request.
- 2.3 **Replacement Parts.** Replacement parts, if covered hereunder, will be furnished and installed by BusComm personnel (the "**Support Technicians**") at no extra charge. The parts replaced become the property of BusComm. If parts must be replaced due to causes other than normal wear and tear, Purchaser will be charged the price in effect at the time for such parts and all reasonable expenses associated with BusComm's cost to replace said parts.
- 2.3.1 **Refurbished Parts.** Hardware, component parts, assemblies, or subassemblies may be replaced with new or refurbished items at BusComm's option.
- 2.4 **Software Updates.** BusComm will provide and install software Updates to Purchaser's System software during normal business hours as deemed necessary without any additional charge to Purchaser as long as this Agreement is in effect and there are no charges or compensation due to BusComm. "**Updates**" are defined as any System's software in which numbers to the right of the first decimal point have increased (i.e. 8.1, 8.2, and 8.3). If Updates are installed after normal business hours, Monday through Thursday, BusComm will bill for labor to install Updates at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour
- 2.5 **Software Upgrades.** BusComm will make available software upgrades to

Purchaser's System software as they may become available. "Upgrades" are defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, and 10.0). During normal business hours, BusComm will bill for labor to install Upgrades at One Hundred Fifty and 00/100 Dollars (\$150.00) per hour and travel will be billed at Seventy-Five and 00/100 Dollars (\$75.00) per hour. If Upgrades are installed after normal business hours, Monday through Thursday, BusComm will bill for labor to install upgrades at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour. All third-party software upgrades shall be billed to the Purchaser.

2.6 System Availability. Under this Agreement, BusComm agrees to work toward providing System availability approaching one hundred percent (100%). In order to achieve this, BusComm must be allowed to monitor machine functions remotely. All such remote monitoring shall be done with the prior knowledge, approval, and cooperation of the Purchaser. During the remote monitoring, BusComm may also make changes to the resident software, but shall not knowingly disrupt normal operations, violate security, or disturb the Purchaser's records. BusComm may, from time to time, recommend and initiate replacement of suspect component parts at no expense to the Purchaser, but with Purchaser's planned cooperation regarding such replacement work. BusComm will reasonably attempt to complete replacement work with minimal disruption. If BusComm deems it advisable for a Support Technician to visit and perform machine or operational remediation on site, such a trip will be initiated by BusComm, but with the full knowledge and cooperation of the Purchaser. The full expenses for such travel including per diem, living expenses and all incidental costs relating either to the trip or the support work will be paid by BusComm, resulting in no cost to the Purchaser. Provided; however, if it is determined that the problem requiring on site work developed from any of the items listed in Section IV under exclusions, then all expenses for such travel shall be billed to Purchaser. If the customer refuses to allow BusComm remote access to the System, then all expenses for such round-trip travel shall be billed to Purchaser at the rates listed in Section 7.2.

2.7 Environmental Conditions. The Purchaser will maintain the environmental conditions specified. These conditions will be within the common environmental range of all System's components.

III. TITLE

3.1 Title. BusComm will retain full title to the System software. The Purchaser will have a nonexclusive, nontransferable, fully paid perpetual license to use such software for its business purposes as long as it has a current Maintenance Agreement on the product in place. Purchaser agrees to hold in confidence all technical and trade secret information, including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by BusComm in respect thereto, all subsequent modification of

code made by BusComm pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. The Purchaser shall ensure that access to such information will be limited to only those employees who must have access in order to use the System efficiently for Purchasers business purposes.

- 3.2 **Diagnostic Software.** Purchaser acknowledges that there may be maintenance or diagnostic software installed in the System to facilitate the servicing of the System and that the diagnostic software is not necessary for the operation of the System software. BusComm may remove any maintenance materials or diagnostic software at any time, either temporarily or permanently.

IV. EXCLUSIONS

- 4.1 **Excluded Support Services.** Unless otherwise agreed to by the Parties, some Support is not covered by this Agreement. These items may be referred to as *Move/Add/Change* and Purchaser is responsible for all charges including the cost of parts, labor, assistance over the telephone (or e-mail) and travel relating to:
- 4.1.1 Electrical work external to the equipment;
 - 4.1.2 Maintenance of accessories, attachments, machines, or other devices not furnished or manufactured by BusComm or not listed on the contract invoice;
 - 4.1.3 Repair of damages resulting from accident, neglect or misuse, fluctuations of electric, temperature or humidity, failure of electrical power, or causes other than ordinary use including fires, evidence or indicators of a lightning strike and other acts of God, or resulting from moving, disconnecting, maintenance or repair of the equipment by persons other than BusComm personnel or its authorized representatives, or damages caused by installation of third-party software not purchased from and/or authorized by BusComm;
 - 4.1.4 Adding or removing accessories, attachments, or other devices;
 - 4.1.5 Services rendered impractical due to alterations to the equipment, or due to electrical or mechanical connections to equipment not supplied by BusComm;
 - 4.1.6 Reconfiguration of the System to accommodate changes or additions to any interfacing components outside of the System; including but not limited to the phone system, PACs, etc.
 - 4.1.7 De-install/Re-install of users, to include software applications;
 - 4.1.8 Upgrading/Updating/Supporting any third-party software needed to support the System, including but not limited to Structured Query Language (SQL), Anti-Virus, Annual Anti-Virus Updates, RightFax Business Server or Fax Boards, Microsoft Operating System, Microsoft Word;
 - 4.1.9 Installation of System Software Upgrades, defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, 10.0);
 - 4.1.10 New report formats;
 - 4.1.11 Changes to existing report formats;
 - 4.1.12 Setting up additional departments;
 - 4.1.13 Installing and training additional users;
 - 4.1.14 Re-training existing staff more than once per contract year;
 - 4.1.15 Reloading software due to customer upgrades/changes or computer virus infections;
 - 4.1.16 Connectivity to internet service provider from remote site to customer's network;
 - 4.1.17 Interfacing client's Virtual Private Network with remote site;
 - 4.1.18 Removing viruses from servers or workstations caused by a lack of Customer provided Anti-Virus software being loaded or failure to update the Customer provided Anti-Virus software.

V. MODIFICATION OF AGREEMENT

5.1 **Modification/Deletion.** BusComm reserves the right to modify or delete any term of this Agreement by giving thirty (30) days prior written notice to the Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or terminate the Agreement. Failure by the Purchaser to terminate the Agreement within the thirty (30) day notice period will be deemed acceptance of the Agreement as amended. As used in this section, modification includes, but is not limited to, changes in price, term or the character or extent of support, including withdrawal of support for particular hardware or software systems or subsystems.

VI. CHARGES

6.1 **Charges.** Charges for support provided under this Agreement are invoiced on an annual basis and are payable within (30) days of receipt of invoice.

6.2 **Adjustment of Charges.** Additions and/or deletions in hardware or software may result in an adjustment of the Support charges set forth in Section 7.1. The support charges for hardware or software additions to the Agreement will be the current published rate at the time the equipment is added, and will be pro-rated to coincide with the anniversary date of this Agreement. Deletions will be adjusted when the Agreement renews. No refund or pro-rating of any charges or annual compensation paid hereunder shall be made at any time.

6.3 **Overdue Invoices.** BusComm reserves the right to withhold Support for non-payment of any invoice(s) for more than sixty (60) days following the invoice date.

VII. COMPENSATION

7.1 **Compensation.** Purchaser shall pay BusComm Three Thousand Five Hundred Forty One and 53/100 Dollars (\$3,541.53) per year for Support. Unless otherwise specified, the Support and Purchaser's obligation to pay the compensation shall commence on the Effective Date under the terms described herein.

7.2 **Hourly Rate.** The following rates apply to support not included under this Agreement. There is a one-hour minimum charge for all labor, including telephone support.

Labor

Move/Add/Change	\$150.00 per hour
After-Hours Support or Move/Add/Change	\$225.00 per hour
Sunday/Holiday* Support or Move/Add/Change	\$300.00 per hour

Travel

Normal Business Hours	\$75.00 per hour
After-Hours	\$112.50 per hour
Sunday/Holiday*	\$150.00 per hour

*The Holiday rate applies to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

VIII. GENERAL

8.1 **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.

8.2 **Assignment.** Any or all of BusComm's rights or obligations under this Agreement may be assigned by BusComm, with written notice to Purchaser, and will be exercised by any assignee thereof.

8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A signature to this Agreement shall be deemed validly executed and delivered, binding and enforceable upon transmittal of the signed Agreement to the other Party by facsimile or by transmission of a PDF copy of such signed Agreement by e-mail.

8.4 **Damages.** In no event will BusComm be liable for any loss of data, lost charges, or special indirect or consequential damages.

8.5 **Delays.** BusComm's obligations hereunder are subject to delays caused by labor difficulties, fires, casualties and accidents; acts of the elements; acts of public enemy; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders; government interference or regulations and other causes beyond BusComm's control.

8.6 **Disclaimer of Warranty.** BusComm disclaims all warranties, including all warranties or merchantability and fitness for a particular purpose.

8.7 **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same Support, and constitutes the entire

Agreement between the Parties. Neither Purchaser nor BusComm shall be entitled to benefits other than those specifically enumerated herein.

- 8.8 Governing Law.** This Agreement shall be construed and governed by the laws of the state of Missouri. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where BusComm is located in the state of Missouri.
- 8.9 Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from: (i) any negligent or willful act or omission of the Party, its agents, or employees; (ii) breach of this Agreement or (iii) violation of any applicable law by a Party. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This section 8.9 shall survive the expiration or earlier termination of this Agreement.
- 8.10 Liability.** With regard to the Support to be performed by BusComm pursuant to the terms of this Agreement, BusComm shall not be liable to Purchaser, or to anyone who may claim any right due to any relationship with Purchaser, for any acts or omissions in the performance of Support on the part of BusComm, except when said acts or omissions of BusComm are due to willful misconduct or gross negligence. Purchaser shall hold BusComm free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the Support rendered to Purchaser pursuant to the terms of this agreement or in any way connected with the rendering of Support, except when the same shall arise due to the willful misconduct or gross negligence of BusComm.

8.11 Notice. Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail (each notice being deemed given as of the date of mailing) overnight courier, facsimile, email or by hand delivery at the address listed below unless either Party shall designate a new address by written notice. The notice shall be deemed to be received as follows: (i) in the case of actual delivery, on the date of its receipt by the Party entitled to it; in the case of facsimile transmission and email, on the next business day provided notice is also given by one of the other methods provided herein; (ii) in the case of overnight courier service, on the next business day following mailing; and (iii) in the case of certified or registered mail, three (3) days after the date of its mailing.

IF TO PURCHASER:

Attn: _____

IF TO BUSCOMM:

11696 Lilburn Park Road
St. Louis, MO 63146
Attn: Contract Manager

8.12 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.

8.13 Third-Party Rights. Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third-party under this Agreement and there are no third-party beneficiaries to this Agreement.

8.14 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

[Signature Page Follows]

WHEREOF, a duly authorized officer and representative of Purchaser and BusComm have executed this Agreement on the date as indicated below.

BUSCOMM:

PURCHASER:

BusComm Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT
WITH BOONE COUNTY FAMILY COURT SERVICES**

WHEREAS, from time to time it is necessary for Franklin County and the 20th Judicial Circuit to utilize the services of the Boone County Family Court Services for the housing of juveniles; and

WHEREAS, Section 70.210 RSMo et seq authorizes governmental agencies to cooperate with one another for a common purpose so long as such purpose is within the power and scope of authority of the various governmental agencies; and

WHEREAS, promoting the health, safety, and welfare of children within the County is within the scope of authority of county governments; and

WHEREAS, Boone County Family Court Services has provided to Franklin County and the 20th Judicial Circuit a Memorandum of Agreement pertaining to residential services for juveniles for the period of January 1, 2020 through December 31, 2020, a copy of said Agreement is attached hereto; and

WHEREAS, said Agreement provides for a cost of \$60.00 per day or partial day for the cost of care provided to a child and the execution thereof is determined to be in the best interest of the citizens of Franklin County.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the aforesaid Memorandum of Agreement is hereby approved and that Judge I.I. Lamke and Laura Sexton, Juvenile Officer are authorized to execute this Agreement on behalf of Franklin County and the 20th Judicial Circuit.

IT IS FURTHER ORDERED that a copy of this Order be provided to the Boone County Family Court Services; I.I. Lamke Presiding Judge of the 20th Judicial Circuit; Laura Sexton, Juvenile Officer.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**THIRTEENTH JUDICIAL CIRCUIT COURT
ROBERT L. PERRY
JUVENILE JUSTICE CENTER**

**5665 N. Roger I. Wilson Drive
Columbia MO 65202-9099**



**Telephone 573-886-4450
Fax 573-886-4461**

December 19, 2019

Laura Sexton
Juvenile Officer
120 South Church Street
Union, Missouri 63084

Dear Laura:

Enclosed is a copy of the signed 2020 contract between the 20th Circuit and the Robert L. Perry Juvenile Justice Center.

Sincerely,

A handwritten signature in cursive script that reads "Tara Eppy".

Tara Eppy, Superintendent
Robert L. Perry Juvenile Justice Center

TE:cat
enclosure

2020

Memorandum of Agreement

By and Between Boone County Family Court Services, Juvenile Division, 13th Judicial Circuit and 20th Judicial Circuit Juvenile Court.

A. Services

- 1. The Boone County Juvenile Court shall accept juveniles from the 20th Judicial Circuit Juvenile Court for detention and or/other resident care and such residential care shall be provided at the Robert L. Perry Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, Missouri, 65202.
2. Such placements will be accepted and such services will be provided on a space available basis to assure that the needs of the Boone County Family Court Services, Juvenile Division and the 13th Judicial Circuit are given first priority.
3. The 20th Judicial Circuit Juvenile Court shall assure that each child was detained only in the manner as provided by section 211.151.
4. The 20th Judicial Circuit Juvenile Court shall be responsible for all transportation needs of said juvenile, notwithstanding emergency situations.
5. The 20th Judicial Circuit Juvenile Court shall provide a birth certificate and full social security number for any juvenile not born in Missouri.

B. Contract Amount

- 1. The 20th Judicial Circuit Juvenile Court hereby agrees to pay the Boone County Family Court Services, Juvenile Division \$60.00 per child per day or partial day of care provided in the Robert L. Perry Juvenile Justice Center for the period January 1, 2020 through December 31, 2020.
2. The amount paid by the State of Missouri pursuant to Section 211.156 will be collected by Boone County Family Court Services.

C. Term of Contract

- 1. This contract can be terminated by either party upon 30 days written notice.
2. The contract may be renegotiated annually on the first of January.

In witness whereof the parties hereto have executed this agreement on the date set forth below.

Accepted by:

13th Family Court Services, Juvenile Court

By [Signature] Leslie Schneider, Administrative Judge, Family Court

By [Signature] Mary Epping, Court Administrator

Date 12/18/19

20th Judicial Circuit Juvenile Court

By [Signature] Presiding Juvenile Division Judge

By [Signature] Juvenile Officer

Date



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, February 4, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF TWO VEHICLE SALES WITH
MISSOURI STATE HIGHWAY PATROL**

WHEREAS, the Franklin County Prosecuting Attorney's Office has requested that Franklin County purchase two used vehicles for the Prosecuting Attorney's Office; and

WHEREAS, under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles; and

WHEREAS, Missouri State Highway Patrol has submitted a quote to Franklin County for two used vehicles to include one 2017 Dodge Charge AWD for a cost of \$17,950.00 and one 2016 Dodge Charger AWD for a cost of \$16,950.00 for a total cost of \$34,900.00 as per the Vehicle Sales Invoice attached hereto; and

WHEREAS, the Franklin County Commission has determined that the purchase of the two vehicles is in the best interest of Franklin County.

IT IS THEREFORE ORDERED that the purchase of the vehicles from the Missouri State Highway Patrol is hereby approved and that Ken Holtsenpillar is authorized to execute any and all necessary documents on behalf of Franklin County to effectuate the purchase.

IT IS FURTHER ORDERED that a copy of this Order be provided to Missouri State Highway Patrol; Ken Holtsenpillar; Matt Becker, Prosecuting Attorney; Lynne Maloney, Accounts Payable; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

MISSOURI STATE HIGHWAY PATROL
Fleet & Facilities Division
P.O. Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number: 20190342

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2017 Dodge Charger AWD Title Number: TGP98280
Serial Number: 2C3CDXKT4HH621366 P Number: 17411 Price: \$17,950.00
Comments: Mileage 54,242

(2) Year and Make of Vehicle: 2016 Dodge Charger AWD Title Number: TLN63411
Serial Number: 2C3CDXKT6GH348090 P Number: 16499 Price: \$16,950.00
Comments: Mileage 54,318

(3) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(4) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(5) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

Agency: Franklin County

Address: _____

By: _____ Title: _____ Date: _____

Upon receipt of a check in the amount of \$34,900.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Brad Adams
By

Garage Superintendent
Title

12/26/2019
Date



\$16,950⁰⁰

EXPORT

Silver 16

ACCIDENT CODE	VENDOR	ACCIDENT STATUS	ASSET ID	REPORTED DATE	ASSIGNED FAULT	ACCIDENT CAUSE	COMMENT	DESCRIBE DAMAGE	REPAIR COMMENTS	DRIVER NAME	ACTUAL DRIVER	TROOP	FINAL COST STATE	FINAL COST INSURANC
006165		CLOSED	P-16499	02/06/2017	STATE	DAMAGE	VEH 1 (PAT) WAS PARKED AT TROOP C SERVICE CENTER. THE SEATBELT CONVINCER TRAILER ROLLED INTO VEH 1.	NO REPAIRS AT THIS TIME - SCRATCHES ON LEFT REAR BUMPER	NO REPAIRS AT THIS TIME	BEARD, BRYAN	UNOCCUPIED	C	0.00	0.0
006113	AUTO PLAZA FORD	CLOSED	P-16499	01/05/2017	STATE	ACCIDENT	VEH 1 (PAT) WAS BACKING AND STRUCK A CONCRETE WALL	RIGHT REAR CORNER		BEARD, BRYAN	BEARD, BRYAN	Q	574.70	0.0

EXPORT

JOB NUMBER	JOB DATE	ASSET ID	TROOP	JOB STATUS	COMMENTS	ODOMETER IN SHOP	COST PARTS	TOTAL COMMERCIAL	MAKE	MODEL	REASON DESCRIPTION	SERVICE PERFORMED	VIN/SEI
0162277	10/16/2019	P-16499	C	CLOSED BY OFFICE	50,000 MILE SERVICE	50473.00	12.06	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE	2C3CDXKT
0159625	08/02/2019	P-16499	C	CLOSED BY OFFICE	FLAT TIRE	47235.00	121.76	0.00	DODGE	CHARGER POLICE AWD	TIRES, TUBES, LINERS AND VALVES	REPLACED RIGHT REAR TIRE	2C3CDXKT
0153959	02/13/2019	P-16499	C	CLOSED BY OFFICE	40,000 MILE SERVICE	39917.00	24.86	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PROVIDED	2C3CDXKT
0149575	09/24/2018	P-16499	C	CLOSED BY OFFICE	35,000 MILE SERVICE	34700.00	24.86	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED	2C3CDXKT
0147350	07/23/2018	P-16499	C	CLOSED BY OFFICE	TOOK CAR TO DEALER FOR RECALLS	32480.00	0.00	0.00	DODGE	CHARGER POLICE AWD	LABOR	DELIVERED AND PICKED UP CAR FOR RECALLS	2C3CDXKT
0146442	06/27/2018	P-16499	C	CLOSED BY OFFICE	NOISE WHEN TURNING	30975.00	0.00	0.00	DODGE	CHARGER POLICE AWD	GENERAL INSPECTION	COULD NOT DUPLICATE CHECKED FOR LOOSE PARTS	2C3CDXKT
0145950	06/13/2018	P-16499	C	CLOSED BY OFFICE	TIRE SENSOR NOT WORKING	29900.00	55.60	0.00	DODGE	CHARGER POLICE AWD	TIRE PRESSURE MONITORING SYSTEM	TOOK TO DEALER SENSOR BROKEN NOT COVERED UNDER WARRENTY	2C3CDXKT
0145801	06/11/2018	P-16499	C	CLOSED BY OFFICE	2 NEW REAR TIRES	29809.00	253.52	0.00	DODGE	CHARGER POLICE AWD	TIRES, TUBES, LINERS AND VALVES	CHANGED 2 REAR TIRES	2C3CDXKT
0145752	06/08/2018	P-16499	C	CLOSED BY OFFICE	30,000 MILE SERVICE	29570.00	338.35	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	B SERVICE PERFORMEDREPLACED FRONT TIRES	2C3CDXKT
0143210	03/26/2018	P-16499	C	CLOSED BY OFFICE	25,000 MILE SERVICE	25297.00	24.86	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED	2C3CDXKT
0141239	01/24/2018	P-16499	C	CLOSED BY OFFICE	DELEERSHIP CALLED CAR IS READY	0.00	0.00	0.00	DODGE	CHARGER POLICE AWD	LABOR	PICKED UP CAR AND TOOK TO HIS HOUSE	2C3CDXKT

EXPORT

JOB NUMBER	JOB DATE	ASSET ID	TROOP	JOB STATUS	COMMENTS	ODOMETER IN SHOP	COST PARTS	TOTAL COMMERCIAL	MAKE	MODEL	REASON DESCRIPTION	SERVICE PERFORMED	VIN/SEI
0140964	01/25/2018	P-16499	C	CLOSED BY OFFICE	BATTERY TESTED BAD	22050.00	137.99	0.00	DODGE	CHARGER POLICE AWD	BATTERY	REPLACE BATTERY	2C3CDXKT0
0137581	10/25/2017	P-16499	C	CLOSED BY OFFICE	20,000 MILE SERVICE	20134.00	24.86	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED	2C3CDXKT0
0133683	07/18/2017	P-16499	C	CLOSED BY OFFICE	15,000 MILE SERVICE	15390.00	26.42	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED	2C3CDXKT0
0131475	05/16/2017	P-16499	C	CLOSED BY OFFICE	10,000 MILE SERVICE	9601.00	143.84	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED REPLACED ONE TIRE	2C3CDXKT0
0128936	03/06/2017	P-16499	C	CLOSED BY OFFICE	5,000 MILE SERVICE	5019.00	23.41	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE PERFORMED	2C3CDXKT0
0125537	10/28/2016	P-16499	Q	CLOSED BY OFFICE	INSTALL POLICE EQUIPMENT (FULL)BUILD WIRING HARNESS	10.00	0.00	0.00	DODGE	CHARGER POLICE AWD	UPFIT (INSTALLATION OF EQUIPMENT AND ACCESSORIES)	INSTALL POLICE EQUIPMENT (FULL)BUILD WIRING HARNESS	2C3CDXKT0
0124893	10/25/2016	P-16499	Q	CLOSED BY OFFICE	PDI/MVI	5.00	40.58	0.00	DODGE	CHARGER POLICE AWD	MVI INSPECTION	PDI/MVIINSTALLED REAR BUMPER SHIELD	2C3CDXKT0

17 \$ 17,950⁰⁰

EXPORT

JOB NUMBER	JOB DATE	ASSET ID	TROOP	JOB STATUS	COMMENTS	ODOMETER IN SHOP	COST PARTS	TOTAL COMMERCIAL	MAKE	MODEL	REASON DESCRIPTION	SERVICE PERFORMED	VIN/SERI
0162645	10/29/2019	P-17411	Q	CLOSED BY OFFICE	CHECK FOR VIBRATION	51686.00	105.82	0.00	DODGE	CHARGER POLICE AWD	TIRES, TUBES, LINERS AND VALVES	REPLACED BENT RIGHT FRONT WHEEL. ROTATED TIRES AND CHECKED BALANCE	2C3CDXKT4H
0161505	09/24/2019	P-17411	H	CLOSED BY OFFICE	50000 SERVICE	49105.00	68.32	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE, TR, REPLACED BROKEN OIL PAN SHIELD	2C3CDXKT4H
0159594	08/01/2019	P-17411	H	CLOSED BY OFFICE	45000 SERVICE	44836.00	10.57	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE	2C3CDXKT4H
0157176	05/20/2019	P-17411	H	CLOSED BY OFFICE	40000 SERVICE	39474.00	10.55	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE, TR	2C3CDXKT4H
0155421	03/26/2019	P-17411	H	CLOSED BY OFFICE	OIL LEAK	35839.00	1.91	0.00	DODGE	CHARGER POLICE AWD	OIL FILTER	REPLACED BAD OIL FILTER (NO CHARGE ON FILTER WARRANTY)	2C3CDXKT4H
0154950	03/13/2019	P-17411	H	CLOSED BY OFFICE	35000 SERVICE	34722.00	10.55	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE	2C3CDXKT4H
0153094	01/15/2019	P-17411	H	CLOSED BY OFFICE	30000 SERVICE	29676.00	690.40	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	B SERVICE, REPLACED 4 TIRES, REPLACED BOTH WIPER BLADES, REPLACED BROKEN OIL PAN SHIELD	2C3CDXKT4H
0151338	11/19/2018	P-17411	H	CLOSED BY OFFICE	25000 SERVICE	25422.00	41.45	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE, REPAIRED SPOTLIGHT	2C3CDXKT4H
0149114	09/12/2018	P-17411	H	CLOSED BY OFFICE	20000 SERVICE	19907.00	10.41	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE, TR	2C3CDXKT4H
0148465	08/23/2018	P-17411	H	CLOSED BY OFFICE	SPOTLIGHT INOP	18307.00	0.00	0.00	DODGE	CHARGER POLICE AWD	EMERGENCY EQUIPMENT, REPAIR/REPLACE	REPLACED BAD BULB (NO CHARGE FOR BULB)	2C3CDXKT4H

EXPORT

JOB NUMBER	JOB DATE	ASSET ID	TROOP	JOB STATUS	COMMENTS	ODOMETER IN SHOP	COST PARTS	TOTAL COMMERCIAL	MAKE	MODEL	REASON DESCRIPTION	SERVICE PERFORMED	VIN/SERI
0146644	07/03/2018	P-17411	H	CLOSED BY OFFICE	15000 SERVICE	14891.00	10.41	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE	2C3CDXKT4H
0144121	04/19/2018	P-17411	H	CLOSED BY OFFICE	10000 SERVICE	9319.00	10.41	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	A SERVICE, TR	2C3CDXKT4H
0141706	02/14/2018	P-17411	H	CLOSED BY OFFICE	5,000 SERVICE	4212.00	10.41	0.00	DODGE	CHARGER POLICE AWD	SERVICE ***	PERFORMED A SERVICE	2C3CDXKT4H
0139032	11/29/2017	P-17411	Q	CLOSED BY OFFICE	INSTALL POLICE EQUIPMENT (S)	10.00	0.00	0.00	DODGE	CHARGER POLICE AWD	UPFIT (INSTALLATION OF EQUIPMENT AND ACCESSORIES)	INSTALL POLICE EQUIPMENT (S)	2C3CDXKT4H
0137044	10/11/2017	P-17411	Q	CLOSED BY OFFICE	PDI	5.00	42.89	0.00	DODGE	CHARGER POLICE AWD	PRE_DELIVERY	PDIINSTALLED INTERMOTIVE MODULEINSTALLED REAR BUMPER SHIELD	2C3CDXKT4E



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Contract/Agreement

IN THE MATTER OF ACCEPTING THE QUOTE FROM LOU FUSZ FOR ONE LIGHT DUTY VEHICLE

WHEREAS, the Franklin County Building Department has informed the Franklin County Commission that the Building Department is in need of one Light Duty Vehicle; and

WHEREAS, Franklin County can purchase the desired vehicle and upgrades for said vehicle from Lou Fusz through MoDOT Contract #IFB605CO20000682 without engaging in competitive bidding by virtue of Missouri State Contract Number 60520C00391 attached hereto; and

WHEREAS, Lou Fusz has submitted a quote to Franklin County for one (1) 2020 Chevrolet Silverado Crew Cab 4x2 for a cost of \$24,918.00 to include one (1) set of Running Boards at a cost of \$660.00, one (1) 4x4 Package at a cost of \$2,364.00, and one (1) Custom Upgrade Charge at a cost of \$2,210.00 for a total cost of \$30,152.00 as shown attached hereto.

IT IS THEREFORE ORDERED by the Franklin County Commission that the quote submitted by Lou Fusz of St. Louis is hereby accepted and approved and that Bill Placht, Building Department, is authorized to execute the Contract on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and an executed copy of the quote be provided to Lou Fusz of St. Louis; Bill Placht, Building Director; Lynne Maloney, Clerk's Office; and Ann Struttman, Franklin County Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Franklin County::

**Please except the following Quote off of the 2020 Model Year MODOT Contract::
IFB605CO20000682 Light Duty Vehicles...**

Item E – 2020 Chevrolet Silverado Crew Cab 4x2

Item E	\$24918.00	Base Price
Item E6	\$660.00	Running Boards
Item E13	\$2364.00	4x4 package
Item Exx	\$2210.00	Custom Upgrade charge

Total \$30152.00
1/27/2020

Brad Matheney
Commercial Truck Manager
Lou Fusz GMC & Commercial Network
10950 Page Ave
St Louis, MO 63132
Office (314)595-2780
Cell (314)565-0112
Fax (314)595-2911
brad.matheney@fusz.com

10950 Page Blvd., St. Louis, MO 63132 • Phone (314) 595-2700





[Retail] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147"

Preferred Equipment Groups

INCLUDED EQUIPMENT

Preferred Equipment Group	1MVF	1MVF	2EX	1LT	1SP	2LT	1LZ	3LZ
Trim Level	Work Truck	Custom	Custom Trail Boss	LT	RS	LT Trail Boss	LZ	High Country
Base Model	\$37,900.00	\$40,300.00	\$41,900.00	\$42,600.00	\$44,500.00	\$48,500.00	\$48,700.00	\$56,500.00
Package	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Package Discount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Package Price	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Destination Charge	\$1,595.00	\$1,595.00	\$1,595.00	\$1,595.00	\$1,595.00	\$1,595.00	\$1,595.00	\$1,595.00
Total Price	\$39,495.00	\$41,895.00	\$43,495.00	\$44,195.00	\$46,095.00	\$50,095.00	\$50,295.00	\$58,095.00
Included Equipment								
Seat, rear 60/40 folding bench	X	X	X	X	X	X		
Windows, power rear, express down	X	X	X	X	X	X	X	X
Grille, Black bars	X							
Driver Information Center, 3.5" monochromatic display	X	X	X					
Bluetooth for phone	X	X	X	X	X	X	X	X
Recovery hooks, front, frame-mounted, black	X	X		X	X		X	
Steering column, Tilt-Wheel, manual	X	X	X					
Door locks, power		X	X	X	X	X	X	X
Floor covering, color-keyed carpeting		X	X	X	X	X	X	X
Window, power front, drivers express up/down		X	X	X	X	X	X	X
Floor mats, rubberized vinyl rear		X	X	X	X		X	
Remote Keyless Entry		X	X					
Floor mats, rubberized vinyl, front		X	X	X	X		X	
Window, power front, passenger express down		X	X	X	X	X		
Glass, deep-tinted		X	X	X	X	X	X	X
Transfer case, single speed		X						
Cruise control, electronic		X	X	X	X	X	X	X
Grille, Body color bars		X						
Hitch Guidance			X			X	X	X
Trailer Package			X			X	X	X
Differential, heavy-duty locking rear			X			X	X	X
Seats, front 40/20/40 split-bench			X					
Hill Descent Control			X			X		
Recovery hooks, performance Red			X			X		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 10158. Data Updated: Jan 21, 2020 10:47:00 PM PST.



Suspension Package, Z71 Off-Road equipment with 2" lift	X		X			
Skid Plates	X		X			
Transfer case, two-speed	X		X			X
Grille, High gloss Black bars	X					
Alternator, 170 amps	X		X			
Air cleaner, high-capacity	X		X			
OnStar and Chevrolet connected services capable		X	X	X	X	X
Chevrolet Connected Access capable		X	X	X	X	X
Grille, Chrome bars		X				
Mirror caps, chrome		X			X	
4G LTE Wi-Fi Hotspot capable		X	X	X	X	X
Compass		X	X	X	X	X
Driver Information Center, 4.2" color display		X	X	X		
Steering wheel audio controls		X	X	X	X	X
Steering column, lock control, electrical			X	X	X	X
Defogger, rear-window electric			X	X	X	X
Theft-deterrent system, unauthorized entry			X	X	X	X
Mirror caps, painted			X	X		X
Keyless Open and Start			X	X	X	X
Remote vehicle starter system			X	X	X	X
USB ports, dual, charge-only (2nd row)			X	X	X	X
Grille, Body color bars with high gloss Black mesh inserts			X			
LED Cargo Area Lighting			X	X	X	X
Power outlet, rear auxiliary, 12-volt			X	X	X	X
Fog lamps, front, LED			X	X	X	X
Steering wheel, leather-wrapped				X	X	X
Grille, High gloss Black bars, high gloss Black mesh inserts				X		
Cooling, auxiliary external transmission oil cooler				X	X	X
LPO, All-weather floor liners, 1st and 2nd rows				X		
Exhaust, dual with polished outlets				X		X
Hitch Guidance with hitch view					X	X
Steering column, manual tilt and telescoping					X	X
Grille, Chrome bars with Chrome inserts					X	
Seat, Up-level Rear with Storage Package					X	X
Trailer brake controller, integrated					X	X
Seat adjuster, driver 10-way power including lumbar					X	X
Steering wheel, heated					X	X
Wheelhouse liners, rear					X	X
Power outlet, instrument panel, 120-volt					X	X

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Data Version: 10158. Data Updated: Jan 21, 2020 10:47:00 PM PST.



Radio, HD	X	X
Power outlet, bed mounted, 120-volt	X	X
SiriusXM with 360L	X	X
Driver memory	X	X
Seating, heated driver and front outboard passenger	X	X
Mirrors, outside heated power-adjustable, power-folding	X	X
Advanced Trailering System	X	X
Window, power front, passenger express up/down	X	X
Seat adjuster, passenger 10-way power including lumbar	X	X
Floor mats, carpeted rear		X
Chevytec spray-on bedliner, Black		X
Window, power, rear sliding		X
Front and Rear Park Assist, Ultrasonic		X
Wireless Charging		X
Rear Cross Traffic Alert		X
Universal Home Remote		X
Assist steps, Chrome, wheel to wheel		X
Seats, ventilated driver and front passenger		X
Floor mats, carpeted front		X
Seats, heated second row outboard seats		X
Center Console, floor-mounted		X
Driver Information Center, 8" multi-color enhanced display		X
Grille, Chrome bars with Chrome/Bronze inserts		X
Recovery hooks, chrome		X
Lane Change Alert with Side Blind Zone Alert		X
Seats, front bucket		X

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Data Version: 10158, Data Updated: Jan 21, 2020 10:47:00 PM PST.

Missouri Department of Transportation
 IFB605CO20000682 Light Duty Vehicles
 Multiple Award

BASE ITEM E - New standard equipped 2020 or Newer Half-Ton 4 X 2 Crew Cab Pickup Truck

	Roberts Chevrolet Buick	Cable Dahmer Chevrolet LLC	Lou Fusz Chevrolet	Putnam Chevrolet Inc	Don Brown Chevrolet
MAKE/MODEL	Chevrolet/Silverado	2020 Chevy Silverado 1500	2020 GMC SIERRA	Chevrolet Silverado 1500 CC10743	Chevrolet Silverado Crew Cab
E-85 Compatible (Y/N)	No on V6	NO	YES	Yes	Requires Option 5 + \$90.00
BASE PRICE Half-Ton 4 X 2 Crew Cab Pickup Truck	\$23,896.00	\$25,250.00	\$24,918.00	\$23,687.00	\$23,925.00
OPTION 1 - Electric trailer Brake controller	\$247.50	\$275.00	\$1,175.00	\$650.00	\$260.00
OPTION 2 - Trailer type exterior mirrors in lieu of standard	\$1,008.00	\$508.00	\$1,147.00	N/A	N/A
OPTION 3 - Exterior color to be Federal Standard #595C - DOT Highway Yellow	\$405.00	\$450.00	\$409.00	\$409.00	\$425.00
OPTION 4 - Alternate larger V6 gasoline engine	N/A	N/A	\$1,039.00	N/A	N/A
OPTION 5 - Alternate V8 gasoline engine	\$1,255.50	\$1,495.00	\$1,270.00	\$1,270.00	\$1,287.00 \$1,377.00
OPTION 6 - Two Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)	\$405.00	\$750.00	\$660.00	\$682.00	\$697.00
OPTION 7 - Short Bed in lieu of Long Bed	\$270.00	(\$300.00)	NA	(\$250.00)	(\$278.00)
OPTION 8 - Optional Rear Axle Ratio	N/A	N/A	NA	N/A	N/A
OPTION 9 - Limited Slip Rear Axle	\$355.50	\$395.00	\$350.00	\$360.00	\$376.00

OPTION 10 - Auxiliary Upfitter Switches	\$135.00	\$150.00	\$140.00	\$136.00	\$146.00
OPTION 11 - Bluetooth Capability	STD	INCL with STD radio	STANDARD	Standard	Standard
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires	\$180.00	\$200.00	\$185.00	\$360.00	\$186.00
OPTION 13 - 4WD in lieu of 2WD	\$2,258.00	\$3,000.00	\$2,364.00	\$3,300.00	\$2,269.00
OPTION 14 - Additional Set of Keys (ignition and door locks)	\$40.50	\$45.00	\$42.00	\$65.00	\$42.00
OPTION 15 - Power windows/power door locks	STD	STD	\$635.00	Standard	Standard
% of Discount Off MSRP	\$10.00	32.80%	\$7.90		10%
STD ARO (DAYS)	60-90	60	60-90 DAYS ARO		Approx 80 Days

Vendor Contact Information

MoDOT Light Duty Vehicle Bid Tab

CHEVROLET

Roberts Chevrolet Buick
Cable Dahmer Chevrolet LLC
Lou Fusz Chevrolet
Putnam Chevrolet Inc
Don Brown Chevrolet

Dean Meier 816-858-3200 fleet@robertscb.com
Bob James 816-835-0472 bjames@cabledahmer.com
Brad Matheney 314-565-0112 bradmatheney@fusz.com
WILLIAM CAMPBELL 573-796-2131 bill@putnamchevrolet.com
David Helterbrand 314-772-1400 Dave@donbrownchevrolet.com

FORD

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McLarty JCFO
Republic Ford
Shawnee Ford
Broadway Ford

Kelly Sells 573-445-4411 ksells@machens.com
MIKE HILKER 816-229-4400-608 MHILKER@BLUESPRINGSFORD.COM
Mike Rogers 573-634-4444 mrogers@machens.com
Steve Forrester 417-732-2626 sforrester@republicford.com
Jay Cooper 9132482287- jay.cooper@shawneemissionford.com
Jeff Houston 3142419140-232 jhouston@broadwaytruck.com

FCA

Behlmann Dodge
Capitol Automotive
Carthage Dodge
Landmark Dodge

Michael Benz 636-775-2900-448 mikeb@behlmann.com
JERRY DUNN 5738935000- jdunn@capitolcitycars.com
Steve Forrester 417-350-5083 sforrester@republicford.com
Larry J Wilson 816-651-6767 landmarkdodge1@yahoo.com

OTHER

Bob Howard Hyundai

Kris Kelley 888-536-3860-1662 kkelley@bobhowardauto.com

Contract Board

Contract Board Information 

Statewide Contract Search

Contract Board  light duty vehicles



English

 Go Back

Contract # 60520C00391

MoDOT Statewide LIGHT DUTY VEHICLES - MULTIPLE AWARD

Provide Light Duty Vehicles (Statewide) to the Missouri Highways and Transportation Commission (MHTC) and Missouri Dept. of Transportation (MoDOT). The award period shall commence from the date of award until the end of the 2020 model year with up to two (2) one-year renewal periods, or any portion thereof.

Contract Administration

Administrator: Tom Veasman
Administrator Email: Tom.Veasman@modot.mo.gov
Organization: MoDOT - Dept of Transportation

Vendor

CAPITOL AUTOMOTIVE INC
Contact Name: JERRY DUNN
Contact Email: jdunn@capitolcitycars.com
Contact Telephone: 5738935000-5000

Contract Pricing

Agreement Type: Cooperative
Contract Type: Contract - Agency
Pricing Type: Fixed Price
Value: \$2,000,000.00

Contract Period

Issue Date: Nov 26, 2019
Award Date: Nov 18, 2019
Effective Date: Nov 26, 2019
Expiration Date: Dec 31, 2020

Supplier Diversity Information



Commission Order No. 2020-49

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING THE PURCHASE
OF A FULL BODY SECURITY SCANNING SYSTEM
AND HANDHELD TABLET FROM SHI INTERNATIONAL CORP.**

WHEREAS, SHI International Corp. has provided criminal investigations software to the Franklin County Sheriff's Department; and

WHEREAS, the Sheriff's Department has determined that it is necessary to also acquire and utilize one (1) Full Body Security Scanning System at a cost of \$122,916.00 and one (1) Handheld Tablet at a cost of \$4,539.00 at a total cost of \$127,455.00 to be purchased through SHI International Corp; and

WHEREAS, the Franklin County Sheriff's Department can purchase the desired materials through SHI Inc. Omnia Partners Contract #2018011-02.

IT IS THEREFORE ORDERED the Contract submitted by SHI International Corp. is hereby approved and that Presiding Commissioner is authorized to execute the necessary documents to effectuate the purchase.

IT IS FURTHER ORDERED that a copy of this Order be provided to the Franklin County Sheriff's Department; the Franklin County Auditor; and Ann Struttman, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Pricing Proposal
 Quotation #: 18317649
 Created On: 1/16/2020
 Valid Until: 2/15/2020

County of Franklin

Inside Account Manager

Ann Struttmann
 MO
 United States
 Phone: 636-584-6279
 Fax:
 Email: astruttmann@franklinmo.net

Gabriella Jimenez
 290 Davidson Ave
 Somerset, NJ, 08873
 Phone: 800-527-6389 EXT 6520247
 Fax:
 Email: gabriella_jimenez@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SOTER RS Full Body Security Scanning System -- Delivery and installation -- 30 days after receipt of Purchase Order Soter Technologies, LLC - Part#: _____ Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Proposal includes (for the operational life of the Systems)-->Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk•Same day Tech/Engineering Support (MO based Technicians)•Annual re-calibration and Annual State Certification•All SW upgrades through-out term of contract•Provision of Random Scanning SW Upgrade•Provision of Biometric HW/SW Upgrade•Provision of PREA Compliant SW Upgrade•Provision of Threat Assessment SW Upgrade•Provision of 1x SOTER RS Tablet•1-time relocation of system	1	\$122,916.00	\$122,916.00
2 Provision of Extended Full Manufacturer's Warranty (Maintenance/Service) Contract (parts and labor and including time and travel) year 5 onwards Soter Technologies, LLC - Part#: _____ Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,750.00	\$8,750.00
3 Additional SOTER RS Handheld Tablet (mobile device) Hardware - 1 x Dell Latitude 2 in 1, 7275 (12.5") (3840x2160) Touch + Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - Soter Technologies, LLC - Part#: _____ Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$4,539.00	\$4,539.00
4 Upgrade to SOTER RS Dual View/Second Monitor (at any stage during contract) - Our System is upgradable from Single View to Dual View capability with unrivalled detection capacity -- 44AWG Full Body and 44AWG Torso. Soter Technologies, LLC - Part#: _____ Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$18,750.00	\$18,750.00

Total ~~\$154,955.00~~

127,455.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

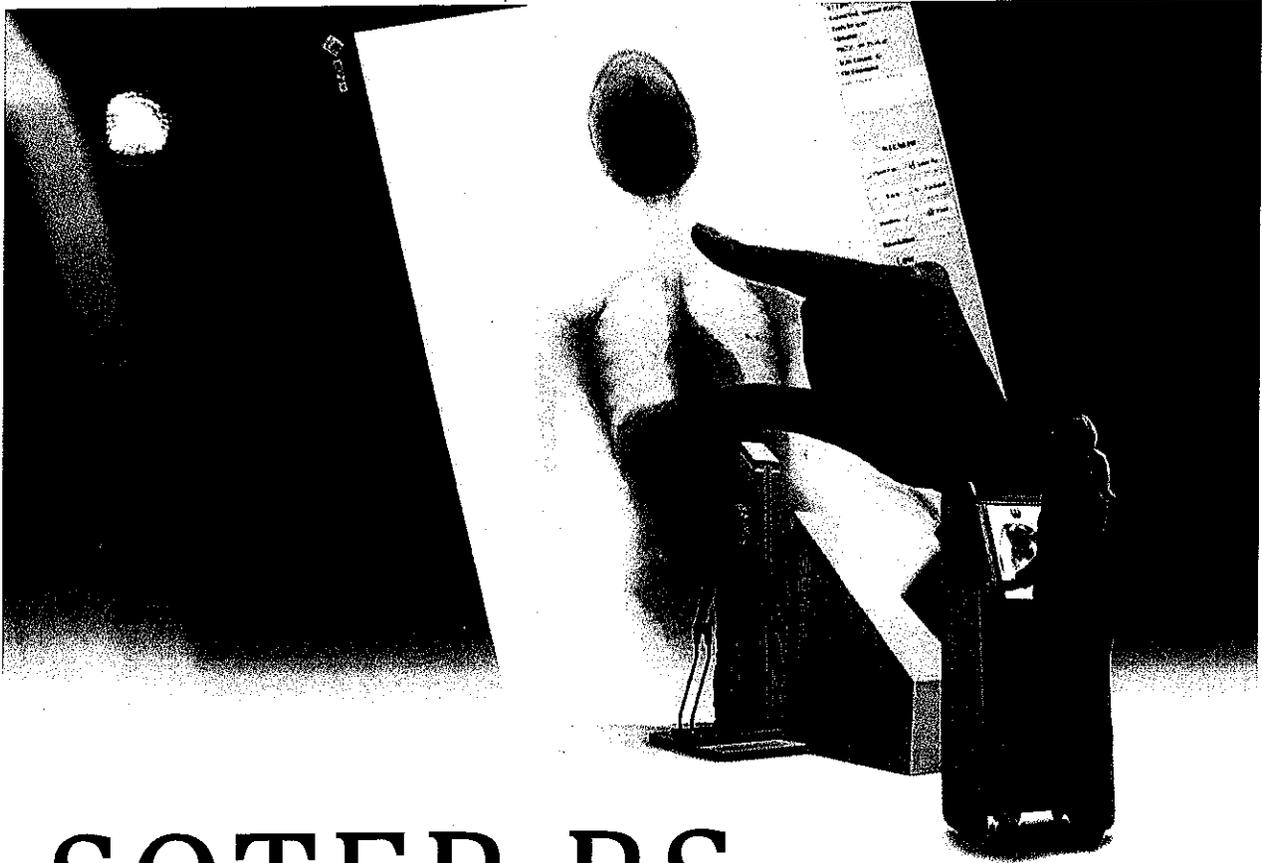
SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Proposal includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, 4-years Full Manufacturer's Warranty (parts and labor, to include time and travel associated with servicing and maintenance)

Proposal includes (for the operational life of the Systems) – (LINE ITEM 1 ONLY)

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (MO based Technicians)
- Annual re-calibration and Annual State Certification
- All software upgrades through-out term of contract
- Provision of Random Scanning Software Upgrade
- Provision of Biometric Hardware/Software Upgrade
- Provision of PREA Compliant Software Upgrade
- Provision of Threat Assessment Software Upgrade
- Provision of 1 x SOTER RS Tablet
- One-time relocation of the System (dis-assembly and reassembly)

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

Franklin County Sheriff's Office Commercial Proposal

PREPARED BY



John Shannon
OD Security North America
416 Island Park Drive,
Daniel Island, South Carolina 29492

PROPOSAL DATE

January 23rd, 2020

Commercial Proposal

Delivered, installed and calibrated (F.O.B Destination) – Franklin County Adult Detention Facility, 1 Bruns Drive, Union, MO 63084

1 x SOTER RS Full Body Security Scanning System

Cost - \$122,916

Quoted through SHI Inc. Omnia Partners Contract # 2018011-02

Proposal includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, **4-years Full Manufacturer's Warranty** (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation – 30 days after receipt of Purchase Order

Proposal includes (for the operational life of the System) –

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (**MO based Technicians**)
- Bi-annual System re-calibration and Annual State Certification
- **All software upgrades through-out term of contract**
- **Provision of Random Scanning Software Upgrade**
- **Provision of Biometric Hardware/Software Upgrade**
- **Provision of PREA Compliant Software Upgrade**
- **Provision of 1 x SOTER RS Handheld Tablet**
- **One-time relocation of the System (dis-assembly and reassembly)**

Additional Features

1. Provision of **Extended Full Manufacturer's Warranty** (Maintenance/Service) Contract (parts and labor and including time and travel) year 5 onwards

\$8,750 annually, payable in advance

2. Additional SOTER RS Handheld Tablet (mobile device)

Unit Cost -

Hardware - 1 x Dell Latitude 2 in 1, 7275 (12.5") (3840x2160) Touch - **\$2,139 (one-off)**

Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - **\$2,400 annually, payable in advance**

3. Upgrade to SOTER RS Dual View/Second Monitor (at any stage during contract)

Our System is upgradable from Single View to Dual View capability with unrivalled detection capacity – 44AWG Full Body and 44AWG Torso.

Upgrade cost - \$18,750

Terms remain valid thirty (30) days following January 23rd 2020



Commission Order No. 2020-50

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Contract/Agreement

**IN THE MATTER OF ACCEPTING THE
QUOTE FROM FELLING TRAILERS INC.
FOR ONE GOOSENECK TRAILER**

WHEREAS, the Franklin County Highway Department has informed the Franklin County Commission that the Highway Department is in need of one (1) Gooseneck Trailer; and

WHEREAS, Franklin County can purchase the desired trailer from an authorized dealer of Felling Trailers Inc. through Sourcewell - Contract #121918-FTS, Franklin County Agency #19890; and

WHEREAS, Felling Trailers Inc. has submitted a quote to Franklin County for one (1) Gooseneck Trailer for a total cost of \$54,335.52 as attached hereto.

IT IS THEREFORE ORDERED by the Franklin County Commission that the quote submitted by Felling Trailers Inc. is hereby accepted and approved and that Mike Davis, Highway Department, is authorized to execute the bill of sale on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and an executed copy of the quote be provided to Felling Trailers Inc.; Jim Grutsch, Highway Administrator; Lynne Maloney, Clerk's Office; and Ann Struttman, Franklin County Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 56378
 Phone: 800-245-2809 - www.felling.com



1200-E

ATTENTION: (Ph 1) 218-894-1930

Quote Valid for 30 Days Reference No: 120687-BOO

Ship To:
 Franklin County Hwy. Dept.
 400 East Locust St.
 Union, Mo 63084
 Member # 19890

Phone: 218-894-1930
 FAX:

Bill To: Customer Unit/Stock:
 Sourcewell - Contract #121918-FTS 218-894-1930
 Staples, MN 56479
 FAX:

Mark Young

PO#	Sales Person	Boone Larsen	Addtl Discount
Quote Date	Lead Time	9 Weeks	Other Charge
Order Date	Addtl Disc/Terms	Net Due 30 Days	Surcharge
Order Status	Product ID	XF-80-2 HDG	Serial No.

Notes: Drawing No: OVL Length: 43.5
 Member # 19890 Copy No: Appx Wgt +/-: 15,500

Item Type	Description	Dealer Disc:	12.00%	Terms	0.00%	Add Qty	Unit	Total Qty	Total Amt
Base Model	XF-80-2 HDG, Hydraulic Detachable Gooseneck [L]					0.00	Each	1.00	58,729.00
Load Capacity	80,000 lbs in 16 ft					0.00	Std	1.00	0.00
Gooseneck	11' Hydraulic Detachable Gooseneck 84" Swing Clearance					0.00	Feet	11.00	0.00
Gooseneck, Acc	5 Position Ride Height Cam Blocks					0.00	Std	1.00	0.00
Gooseneck, Acc	Hydraulic Pressure Gauge, Liquid Filled, for supply line pressure					0.00	Opt	1.00	0.00
Gooseneck, Acc	Hydraulically Operated Center Neck Support Arm					0.00	Std	1.00	0.00
Ramps, Front	26" Front Fold Over Ramps					0.00	Pair	1.00	0.00
Deck Length	Main Deck Length (Usable Deck Length +/-)					0.00	Feet	24.00	0.00
Main Deck	Removable Swing Out Outriggers, 5,000 lb rating					0.00	Std	1.00	0.00
Trunnion Length	45° Appx, 10" Half Bolster Trunnion Approach					0.00	Feet	1.00	0.00
Trunnion Length	49" Axle Spread, Trunnion Length in Feet					0.00	Feet	7.50	0.00
Deck Type	White Oak Full 2" (Outer Bays Only)					0.00	Std	1.00	0.00
Appx Deck Height	24" Loaded, 8" Ground Clearance					0.00	Inches	1.00	0.00
Width	102" OD					0.00	Inches	1.00	0.00
Tie Downs	D-Rings, 1"					0.00	Each	12.00	0.00
Brakes	Air, ABS 2S/1M, Meritor WABCO (Parking brakes on all axles)					0.00	Std	1.00	0.00
Axles	25K Oil Bath					0.00	Std	2.00	0.00
Suspension	Ridewell 240 with Dump Valve & Pressure Gauge					0.00	Std	1.00	0.00
Tires & Wheels	255/70R 22.5 H, 10 Bolt [22.5 x 8.25] Hub Pilot					0.00	Std	8.00	0.00
Hitch Type	Semi King Pin [S] with 16" Setback, 50" Height +/-					0.00	Std	1.00	0.00
Plug	7 Pole Semi Socket					0.00	Std	1.00	0.00
Lights	LED Lights (Peterson), (1) per side Gooseneck, (3) lights per side Deck & Trunnion, (3) per side Tailboard, Sealed Wiring Harness (Sea lco)					0.00	Std	1.00	0.00
Trailer Color	Felling Black # CCA945378 (White Felling Decal)					0.00	Std	1.00	0.00
Stripe Color	White					0.00	Std	1.00	0.00
Standard	Document Holder					0.00	Std	1.00	0.00
Standard	Drop In Storage Tray in Main Deck (1 Standard)					0.00	Std	1.00	0.00
Standard	Plumbed for Wet Kit with Hyd Couplers, Pressure- 3/4" Pioneer, Male 6602-12-12, Return- 3/4" Pioneer Female 6601-12-12 ** 3,000 PSI R equired **					0.00	Std	1.00	0.00
GVWR	95,500 lbs					0.00	Std	1.00	0.00



**MSO's are not released until
 Payment Received**



**** FOB IF NO FREIGHT charged ****

**** FET Tax may apply on 26,000 lb GVWR and above ****

Please sign and date your acceptance of this quote:

Standard List Price:	\$58,729.00
Dealer Discount:	\$7,047.48
Sub Total:	\$51,681.52
Addtl Disc (see TERMS):	\$0.00
Net Cost:	\$51,681.52
Surcharge:	\$0.00
Freight:	\$2,654.00
Other Charge (see above):	\$0.00
TOTAL U.S.D.	\$54,335.52

SECTION 4 X-Force HDG Trailers

X-Force Hydraulic Detachable Goosenecks
HDG | HD HDG | AG HDG | SL HDG | HDG Accessories

Model Number			
HDG	HD HDG	AG HDG	SL HDG
XF-70-2 HDG	XF-HD-100-3 HDG	XF-AG -70-2 HDG	XF-70-2HDG-SL
XF-80-2 HDG	XF-HD-110-3 HDG	XF-AG -100-2 HDG	XF-110-3 HDG-SL
XF-80-3 HDG	XF-HD-120-3 HDG	XF-AG -100-3 HDG	XF-120-3 HDG-SL
XF-100-2 HDG		XF-AG -110-3 HDG	
XF-100-3 HDG		XF-AG -70-2 HDG-L	
XF-110-2 HDG		XF-AG -80-3 HDG-L	
XF-110-3 HDG		XF-AG -100-3 HDG-L	
XF-120-3 HDG		XF-AG -110-3 HDG-L	
XF-70-2 HDG-L			
XF-80-2 HDG-L			
XF-100-2 HDG-L			
XF-100-3 HDG-L			
XF-110-3 HDG-L			
XF-120-3 HDG-L			

HDG ACCESSORIES	
XF-Flip 20-1	ST-Fixed Single Booster
XF-Jeep 80-2	ST-Single Spreader



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 563
 Phone: 800-245-2809; FAX: 320-352-5230

Product Sheet

www.felling.com

XF-80-2 HDG

X-Force Series

\$58,729.00

GVWR LBS:

95,500

GAWR LBS:

40,560

WEIGHT LBS:

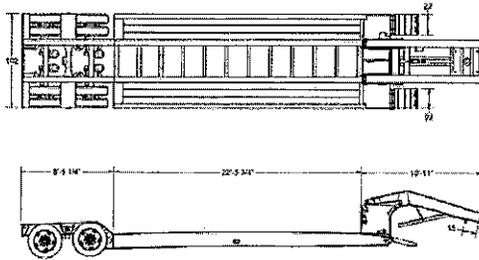
15,500

CAPACITY LBS:

80,000

- GVWR: 95,500 lbs,
- Appx Empty Weight 15,500 lbs
- Load Capacity: 80,000 lbs in 16'
- King Pin height adjustable 45"- 51" (84" SC)
- 16" King Pin Set Back
- Removable Outriggers
- Drop In Tool Tray
- 7" Lift Cylinders (2)
- 5 Position Ride Height Cam Blocks
- Rear Bolsters with Swivel D-rings

- Engineered, Cambered, Fabricated 16" Main Beams and Side Beams, with T-1 Flanges
 - 10" I-Beam crossmembers on 24" centers
 - Drop Center Cross Members in Rear Trunnion
 - Document Holder Standard
 - 4 Flag Holders
 - Mid-Ship Turn/Marker Lights
 - Hyd Couplers, 3/4" Pioneer, Male 6602-12-12, Female 6601-12-12
 - Pressure requirements, 3,000 PSI
- * NOTE: Dealer must add 12% FET on retail price. Tax is to be calculated & remitted by dealer.



Standard & Other Options	Description	Std. Option	Std. Qty.	Unit	List Price	Add'l Each
Load Capacity	80,000 lbs in 16 ft	X	1.00	Std	0.00	0.00
Gooseneck	11' Hydraulic Detachable Gooseneck 84" Swing Clearance	X	11.00	Feet	0.00	0.00
Gooseneck, Acc	5 Position Ride Height Cam Blocks	X	1.00	Std	0.00	0.00
Gooseneck, Acc	Hydraulically Operated Center Neck Support Arm	X	1.00	Std	0.00	0.00
Ramps, Front	26" Front Fold Over Ramps	X	1.00	Pair	0.00	0.00
Deck Length	Main Deck Length (Usable Deck Length +/-)	X	24.00	Feet	0.00	1,007.00
Main Deck	Removable Swing Out Outriggers, 5,000 lb rating	X	1.00	Std	0.00	0.00
Trunnion Length	45° Appx, 10" Half Bolster Trunnion Approach	X	1.00	Feet	0.00	0.00
Trunnion Length	49" Axle Spread, Trunnion Length in Feet	X	7.50	Feet	0.00	0.00
Deck Type	White Oak Full 2" (Outer Bays Only)	X	1.00	Std	0.00	0.00
Appx Deck Height	24" Loaded, 8" Ground Clearance	X	1.00	Inches	0.00	0.00
Width	102" OD	X	1.00	Inches	0.00	0.00
Tie Downs	D-Rings, 1"	X	12.00	Each	0.00	36.00
Brakes	Air, ABS 2S/1M, Meritor WABCO (Parking brakes on all axles)	X	1.00	Std	0.00	0.00
Axles	25K Oil Bath	X	2.00	Std	0.00	0.00
Suspension	Ridewell 2400 with Dump Valve & Pressure Gauge	X	1.00	Std	0.00	0.00
Tires & Wheels	255/70R 22.5 H, 10 Bolt [22.5 x 8.25] Hub Pilot	X	8.00	Std	0.00	0.00
Hitch Type	Semi King Pin [S] with 16" Setback, 50" Height +/-	X	1.00	Std	0.00	0.00
Plug	7 Pole Semi Socket	X	1.00	Std	0.00	0.00
Lights	LED Lights (Peterson), (1) per side Gooseneck, (3) lights per side Deck & Trunnion, (3) per side Tailboard, Sealed Wiring Harness (Sealco)	X	1.00	Std	0.00	0.00
Trailer Color	Felling Black # CCA945378 (White Felling Decal)	X	1.00	Std	0.00	0.00
Stripe Color	White	X	1.00	Std	0.00	0.00

100204-REP

Prices subject to change without notice. Pricing Listed in US Dollars. Capacity calculated with proper load placement and hitch transfer to tow vehicle.



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 563

Phone: 800-245-2809; FAX: 320-352-5230

Product Sheet

www.felling.com

Standard	Document Holder	X	1.00	Std	0.00	0.00
Standard	Drop In Storage Tray in Main Deck (1 Standard)	X	1.00	Std	0.00	227.00
Standard	Plumbed for Wet Kit with Hyd Couplers, Pressure- 3/4" Pioneer, Male 6602-12-12, Return- 3/4" Pioneer Female 6601-12-12 ** 3,000 PSI Required **	X	1.00	Std	0.00	0.00
GVWR	95,500 lbs	X	1.00	Std	0.00	0.00

FELLING[®] **TRAILERS**

INDUSTRIAL TRAILERS

SALES GUIDE

*For **FELLING[®] TRAILERS***

Any Questions - Please Call

(320) 352-5239

or

1-800-245-2809

FAX (320) 352-5230

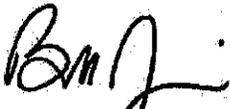
Check out our Web site at:

www.felling.com

E-mail: trailers@felling.com

Choose from any of our following standard models, or we can custom build to your customer's exact specifications. We want the customer to be 100% satisfied and we will incorporate any changes to make the trailer the way that best fits their needs.

Sincerely,



Brenda Jernissen
CEO of Felling Trailers, Inc.

The **FELLING[®]** Style

Quality ~ Craftsmanship ~ Pride ~ Since 1974

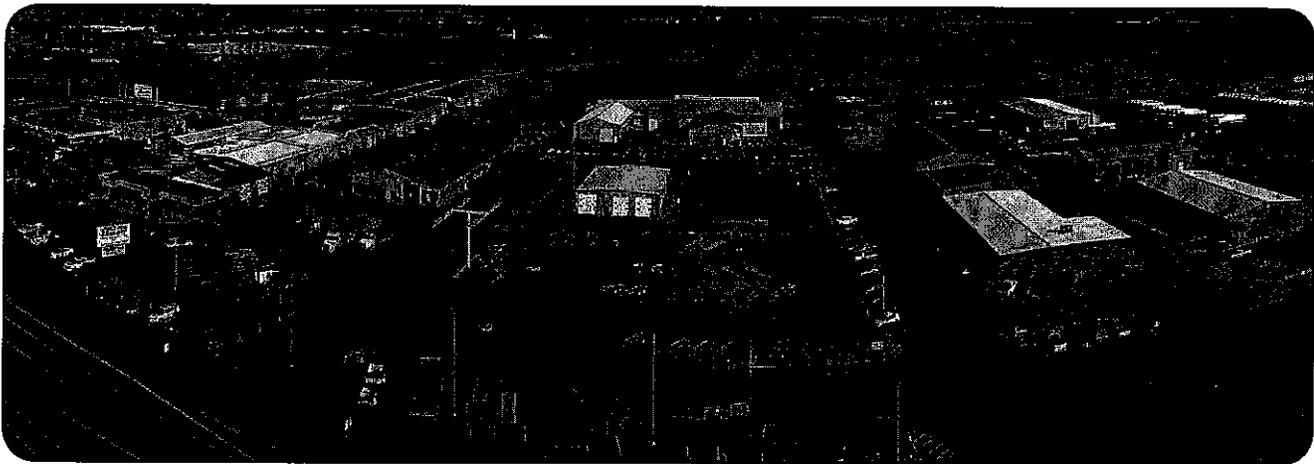
The **FELLING** Style

Quality ~ Craftsmanship ~ Pride ~ Since 1974

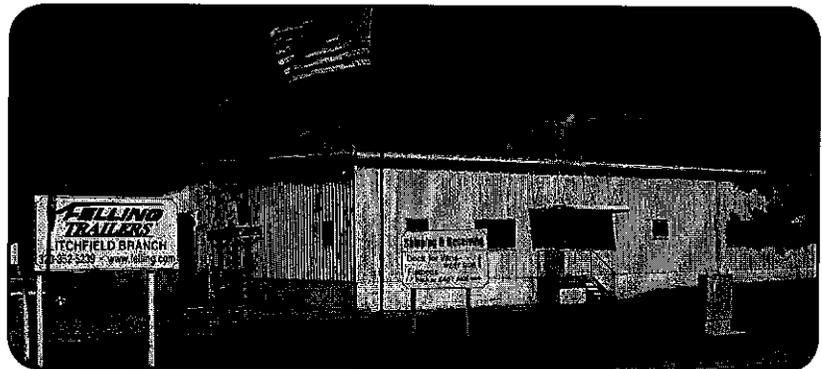
FELLING Trailers, Inc. has grown from a small shop in 1974 to a factory and office complexes that today cover over 260,000 square feet. We've grown because we've never lost our commitment to quality craftsmanship and because we've always kept our small company feel. That means our personal touch is on everything we do. And that's why, in industry surveys of customer satisfaction, **FELLING** we continually come out on top.

Whether you buy a standard trailer or one built to your **FELLING** specifications, you'll find that your satisfaction is our primary concern. We put our reputation on the line with every **FELLING** Trailer. That's our style and that's why so many people throughout the country have made the **FELLING** Style their own.


Brenda Jennissen, CEO



Sauk Centre, MN



Litchfield, MN

The Trailer **EXPERTS.**

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MAINTENANCE SCHEDULE - ELECTRIC BRAKES

ITEM	FUNCTION REQUIRED	WEEKLY	EVERY 3 MONTHS OR 3,000 MILES	6 MONTHS OR 6,000 MILES	12 MONTHS OR 12,000 MILES
Wheel Torque	Check at 50 miles		●		
Brakes	Test that they are operational	At Every Use			
Brake Adjustment	Adjust to proper operating clearance		●		●
Brake Magnets	Inspect for wear and current draw			●	
Brake Linings	Inspect for wear or contamination				●
Brake Controller	Check for correct amperage & modulation			●	
Brake Cylinders	Check for leaks, sticking				●
Brake Lines	Inspect for cracks, leaks, kinks.				●
Trailer Brake Wiring	Inspect wiring for bare spots, fray, etc.				●
Breakaway System	Check battery charge and switch operation	At Every Use			
Hub/Drum	Inspect for abdominal wear or scoring.				●
Wheel Bearing & Cups	Inspect for corrosion or wear. Clean & repack.				●
Seals	Inspect for leakage. Replace if removed.				●
Springs	Inspect for wear, loss of arch				●
Suspension Parts	Inspect for bending, loose fasteners, wear.			●	
Hangers	Inspect welds				●
Wheel Nuts and Bolts	Tighten to specified torque values.		●		
Wheels	Inspect for cracks, dents or distortion.			●	
Tire Inflation Pressure	Inflate tires to mfg.'s specifications.	●			
Tire Condition	Inspect for cuts, wear, bulging, etc.		●		

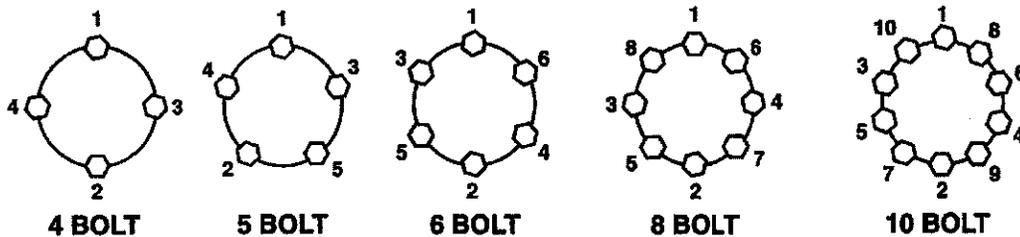
Torque Requirements

It is extremely important to apply and maintain proper wheel mounting torque on your trailer axle. Torque is a measure of the amount of tightening applied to a fastener (nut or bolt) and is expressed as length times force. For example, a force of 90 pounds applied at the end of a wrench one foot long will yield 90 lbs./ft of torque. Torque wrenches are the best method to assure the proper amount of torque is being applied to a fastener.

Note: Wheel nuts or bolts must be applied and maintained at the proper torque levels to prevent loose wheels, broken studs, and possible dangerous separation of wheels from your axle.

Be sure to use only the fasteners matched to the cone angle of your wheel (usually 60° or 90°.) The proper procedure for attaching your wheels is as follows:

1. Start all bolts or nuts by hand to prevent cross threading.
2. Tighten bolts or nuts in the following sequence.
3. The tightening of the fasteners should be done in stages. Following the recommended sequence, tighten fasteners per wheel torque requirements diagram:



4. Wheel nuts/bolts should be torqued before first road use and after each wheel removal. Check and re-torque after the first 50 miles and again at 100 miles. Check periodically there after.

Wheel & Rim Torque Requirements

Description	Application	Minimum Torque	Maximum
		(ft.-lbs.)	(ft.-lbs.)
1/2 " Cone nut	12" - 13" Wheel	50	75
	14" - 16" Wheel	90	120
5/8 " Cone nut	Flat disc wheel	175	225
5/8 " Cone nut	Clamp ring	190	210
3/4 " Hex nut	Demountable	210	260
	Ring Clamp		
3/4 " Spherical nut	Sgl. wheel	450	500
	Inner dual	450	500
1-1/8 " Spherical nut	Outer dual	450	500
5/8 " Flange nut	Wheels	275	325

HIGHWAY SERVICE DIMENSIONAL DATA

Tire Size	Load Range	Load Rating Single	Load Rating Dual
ST205/75R15 RADIAL	C 6-ply rated	1820 @ 50 PSI	1610 @ 50 PSI
ST225/75R15 RADIAL	D 6-ply rated	2150 @ 65 PSI	1875 @ 65 PSI
ST225/75R15 RADIAL	D 8-ply rated	2540 @ 65 PSI	2200 @ 65 PSI
ST235/80R16 RADIAL	E 10-ply rated	3520 @ 80 PSI	3080 @ 80 PSI
LT235/85R16 RADIAL	G 14-ply rated	3750 @ 110 PSI	3200 @ 110 PSI
12.00 x 16.5 BIAS	F 12-ply rated	4045 @ 75 PSI	3560 @ 75 PSI
215/75R17.5 RADIAL	H 16-ply rated	4805 @ 123 PSI	4540 @ 123 PSI
245/70R17.5 RADIAL	H 16-ply rated	6005 @ 125 PSI	5675 @ 125 PSI
235/75R17.5 RADIAL	H 16-ply rated	6005 @ 125 PSI	5675 @ 125 PSI
235/75R17.5 RADIAL	J 18-ply rated	6005 @ 127 PSI	5675 @ 127 PSI
255/70R22.5	H 16-ply rated	5510 @ 115 PSI	5070 @ 115 PSI
275/70R22.5	H 16-ply rated	6610 @ 125 PSI	6175 @ 125 PSI
295/70R22.5	H 16-ply rated	6610 @ 120 PSI	6005 @ 105 PSI
11R22.5	G 14-ply rated	6610 @ 120 PSI	6005 @ 120 PSI

Axle Size	Drum & Show Size	Std. tire Size
2,200# Electric	7" x 1-1/4"	10" - 12"
2,200# Hydraulic	7" x 1-3/4"	10"-12"
3,500#	10" x 2-1/4"	13" - 15"
6,000#	12" x 2"	15" - 16"
7,000#	12" x 2"	16"
7,200#	12-1/4" x 2-1/2"	16"
8,000#	12-1/4" x 3-3/8"	16"
9,000#	12-1/4" x 3-3/8"	16"
10,000# Electric	12-1/4" x 3-3/8"	16"
10,000# Air	12-1/4" x 4"	16"
12,000# Electric	12-1/4" x 5"	16"
12,000# Air	12-1/4" x 5"	16"
15,000# Electric	12-1/4" x 5"	17.5"
15,000# Air	12-1/4" x 5"	17.5"
22,500# & 25,000# Air	12-1/4" x 7-1/2"	17.5"
22,500# & 25,000# Air	16-1/2" x 7-1/2"	22.5"-24.5"

FELLING. INDUSTRIAL TRAILERS

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***FELLING* TRAILERS INC.**

PAINT & PREPARATION

Certainly one of the most important qualities of a steel trailer is the preparation it receives before painting and the quality of primer and paint.

All materials used in the production of ***FELLING*** Trailers, are of the highest quality commercially available. The trailer is assembled, steel grit blasted, two coats of primer, painted with three coats of topcoat with a hardener, and fully cured in a dust free room before exiting the building.

“PPG products” are used exclusively, including the top of the line urethane primer and high solids low V.O.C. compliant urethane top coat on all ***FELLING*** Trailers.

Preparation and painting processes are monitored daily by in house technicians, “PPG representatives” and ***FELLING*** Trailers, Inc. in house quality control teams to insure consistency in quality. ***FELLING*** Trailers come with a 3-year warranty on the paint.



***FELLING*. INDUSTRIAL TRAILERS**

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FELLING[®] TRAILERS

Paint Color Selection Chart

Standard

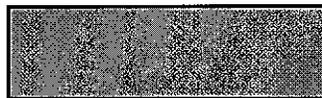


Felling Black

Option A Price Level Colors



Construction
Grey



Bold Yellow



Oklahoma
Orange

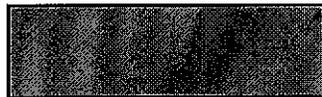


Cosmic
Blue

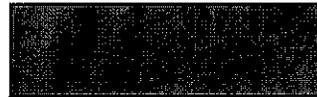
Option B Price Level Colors



Vivid White



Construction
Yellow



Omaha Orange



Viper
Red



***Clear Coat, Color matched & other colors available by special request. Call for pricing.

**Colors cannot be considered totally accurate - actual color may vary.

FELLING INDUSTRIAL TRAILERS

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FELLING TRAILERS INC.

QUALITY ~ CRAFTSMANSHIP ~ PRIDE ~ SINCE 1974

COLOR SELECTION PRICING

	Option A Colors	Option B Colors	Color Match	Galvanizing
Drop-Deck Trailers	\$280.00	\$392.00	Call For Pricing	Call For Pricing
Deck-Over Trailers	\$421.00	\$504.00	Call For Pricing	Call For Pricing
Semi Trailers	\$655.00	\$785.00	Call For Pricing	Call For Pricing

OPTION A COLORS:

Construction Grey
Bold Yellow
Oklahoma Orange
Cosmic Blue

OPTION B COLORS:

Vivid White
Construction Yellow
Omaha Orange
Viper Red

- **COLOR MATCH - CALL FOR PRICING**
- **GALVANIZING - CALL FOR PRICING**



***Clear Coat, Color matched & other colors available by special request. Call for pricing.

**Colors cannot be considered totally accurate - actual color may vary.

FELLING INDUSTRIAL TRAILERS

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1.1.19



FELLING TRAILERS

LIFETIME LIMITED WARRANTY POLICY*

▲ Warranty Registration Required Prior To Warranty Authorization

NOTICE: Warranty registration can be completed online at www.felling.com/partserver/warranty/ or by returning warranty registration card via mail. Federal regulations require motor vehicle manufacturers to maintain a record of the original owners of their equipment. **FELLING** Trailers, Inc.'s warranty registration completes this guideline. Please make every effort to complete registration promptly, to ensure proper documentation is on file for the purchased trailer.

Failure to complete warranty registration will void Lifetime warranty, a limited one-year warranty will start from the date of shipment to the original dealer and will extend to 12-months after that date. Limited Lifetime Warranty will then be three (3) years from the date of manufacture.

Effective Date: 03/01/2017

FELLING Trailers, Inc., Lifetime Limited Warranty is good on all new trailers built on or after the effective date.

WARRANTY: **FELLING** Trailers, Inc. warrants your trailer will be free from defects in materials and workmanship, to the original purchaser. The trailer warranted hereunder must be operated by the purchaser in accordance with the practice approved by **FELLING** Trailers, Inc., with loads not exceeding the manufacturer's rated capacities and subject to all terms and conditions of this limited warranty. **NOTE:** Warranty start date will be the sooner of one (1) year from manufacture date or the beginning of in service purchase date, whichever comes first. A copy of this signed warranty must be returned to **FELLING** Trailers, Inc. at the address listed within 10 days of the date of purchase or all warranties will be pro-rated. Warranty Registration can be completed online at www.felling.com/partserver/warranty/ or can be mailed to: **FELLING** Trailers, Inc. Warranty Department, 1525 Main Street South Sauk Centre, MN 56378. Fax information to: (320)352-5230. Email information to: warranty@felling.com.

NOTE:

ALL WARRANTY WORK MUST BE PRE-AUTHORIZED BY **FELLING TRAILERS, INC. WARRANTY MANAGER.** Failure to do so will result in no warranty payment of any kind. Labor amounts will be determined from the flat rate shop manual, not to exceed \$75.00 per hour. Contact the Warranty Manager to verify your labor rate.

FELLING Trailers, Inc.'s sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below. Any defective part of the warranted trailer, which shall be returned to **FELLING** Trailers, Inc.'s factory location or authorized service facilities within the applicable Lifetime Limited Warranty time frame, twelve (12) years (tag trailers 50,000 lb. capacity and down), six (6) years (king pin trailers 50,000 lbs. and larger) from the date of delivery to the original trailer purchaser, and which **FELLING** Trailers, Inc.'s examination shall disclose to its satisfaction to have been defective; provided, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such a defective trailer is returned by the purchaser to a location authorized by the Warranty Department of **FELLING** Trailers, Inc. with transportation and freight charges prepaid.

The customer may be required to deliver defective trailer to **FELLING** Trailers, Inc. if the trailer was destroyed as a result of defect covered in this warranty and the **FELLING** Trailers, Inc. Warranty Department is reasonably satisfied that the trailer was defective at the time of the sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION, OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF **FELLING TRAILERS, INC. THIS **FELLING** TRAILERS, INC. WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.**

FELLING INDUSTRIAL TRAILERS

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WARRANTY POLICY CONTINUED

LIFETIME LIMITED MAIN FRAME WARRANTY*:

FELLING Trailers, Inc. warrants the trailer main frame (frame, crossmembers, gussets, beavertail, and tongue / gooseneck) for the Lifetime* of the trailer to the original licensed owner to be free of defects in material and workmanship. LIFETIME Warranty Definition: twelve (12) years on tag trailers 50,000 lb. capacity and down, six (6) years king pin trailers 50,000 lbs. and larger. This LIFETIME Warranty does not cover components supplied by manufacturers (see below).

REPAIR: FELLING Trailers, Inc. shall warrant the MAIN FRAME of the trailer under the following schedule:

LIFETIME*: twelve (12) years on tag trailers 50,000 lb. capacity and down.

12 mo. - 100%	12.1 mo. - 36 mo. - 70%
36.1 mo. - 72 mo. - 50%	72.1 mo. - 144 mo. - 25%

LIFETIME*: six (6) years king pin trailers 50,000 lbs. and larger.

12 mo. - 100%	12.1 mo. - 36 mo. - 70%	36.1 mo. - 72 mo. - 50%
---------------	-------------------------	-------------------------

Components manufactured by **FELLING** Trailers, Inc. (other than Main Frame) and Components supplied by other manufacturers shall be warranted under the following schedule:

I. FELLING Trailers, Inc. Manufactured Components	12 Months	100%
	Over 12 Months	0%
II. Components supplied by other manufacturers such as: Axles, Suspension, Wheels, Rims, Hubs, Hydraulic Valve Body, Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, and Landing Gear.		
	12 Months	100%
	Over 12 Months - see component supplier warranties. Can be found online at www.felling.com/partserver/warranty/	
III. Tires		
	Warranty claims must be made directly to tire manufacturer.	
IV. Paint Warranty. Does not cover Wear, Misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper Wash Solvents, Salt, Sand and/or Weather Conditions. Any Damage Caused by or Attributed to any act of God whatsoever is not covered by Manufacturer's Warranty.		
	36 Months	100%
	Over 36 Months	0%
IV. Wood Products (if any)		
	0%	

Your maintenance schedule shall be followed as dictated according to the appropriate manufacturer, to keep the warranty in force. The maintenance schedule is in your trailer packet.

Any modification, alteration or repair to any product manufactured by **FELLING** Trailers, Inc. without their prior knowledge and consent, will void manufacturer's warranty.

WARRANTY POLICY CONTINUED

This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the original manufacturers and suppliers of component parts and accessories. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of **FELLING** Trailers, Inc.'s product will be assigned, if contractually permitted to the purchaser. This warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to normal wear items, light bulbs, paint, brake lining, brake drums, decking and the like. (Tire Warranties are expressly excluded from **FELLING** Trailers, Inc. warranty herein.) Purchaser is expected to pay for all repairs or replacement costs including any applicable freight in connection with this agreement, including sales and other taxes immediately upon completion of work performed. The warranty claim will be reviewed by **FELLING** Trailers, Inc. or the applicable vendor. If found to be covered by the said warranty and within the specified warranty time frame the customer would receive reimbursement of all or partial fees previously paid not including freight charges.

LIMITED OF LIABILITY: **FELLING** Trailers, Inc. shall not be liable to purchaser for any incidental or consequential damages suffered by purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by **FELLING** Trailers, Inc., any loss of or damage to any cargo loaded or shipped in or on our trailer, loss of anticipated profits, transportation expenses due to repair, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage of loss of any nature arising at any time or from any cause whatsoever. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

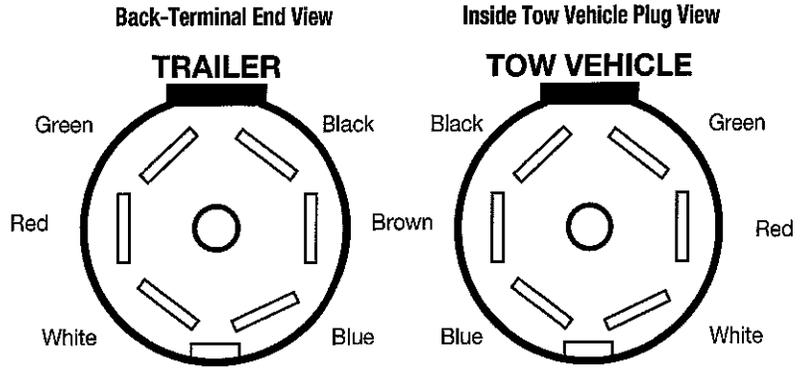
LIMITATION OF REMEDY: In the event of **FELLING** Trailers, Inc. failure to repair the trailer subject to the warranty contained herein, the purchaser's sole and exclusive remedy against **FELLING** Trailers, Inc. shall be for the repair or replacement of any defective part or parts of the trailer subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as **FELLING** Trailers, Inc. is willing and able to repair or replace defective parts in the prescribed manner.

This warranty is not transferable by the original purchaser. **FELLING** Trailers, Inc. reserves the right to modify or improve its products covered by this warranty.

WIRING DIAGRAMS

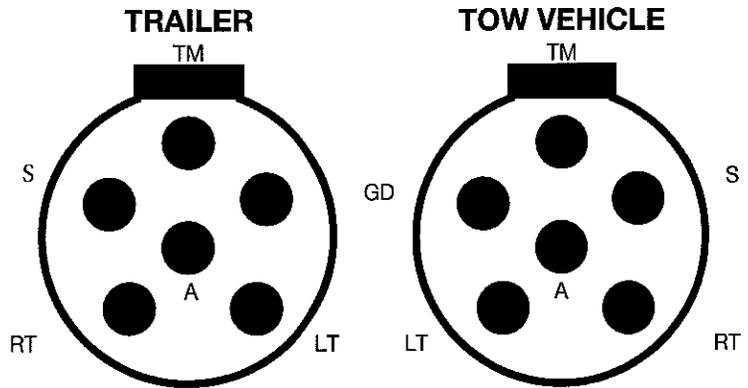
7 RV

Plug Says	Trailer Wired	Function
White	White	Common Ground
Center Pole	Red	Back-up Lights
Green	Brown	Tail Markers
Blue	Blue	Electric Brake
Brown	Green	RT Turn/Stop
Red	Yellow	LT Turn/Stop
Black	Black	Battery Charger



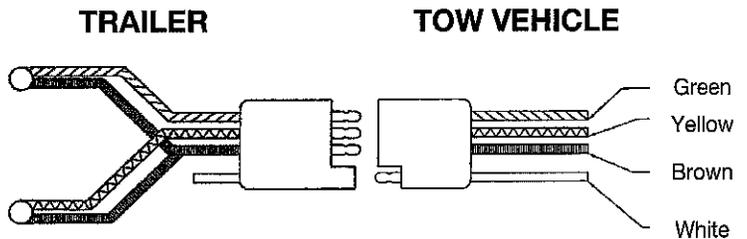
6 Round

Plug Says	Trailer Wired	Function
Yellow (LT)	Yellow (LT)	Left Turn/Stop
Green (RT)	Green (RT)	Right Turn/Stop
Blue (S)	Blue (S)	Electric Brake
White (GD)	White (GD)	Ground
Brown (TM)	Brown (TM)	Tail/Marker
Black (A)	Black (A)	Auxillary



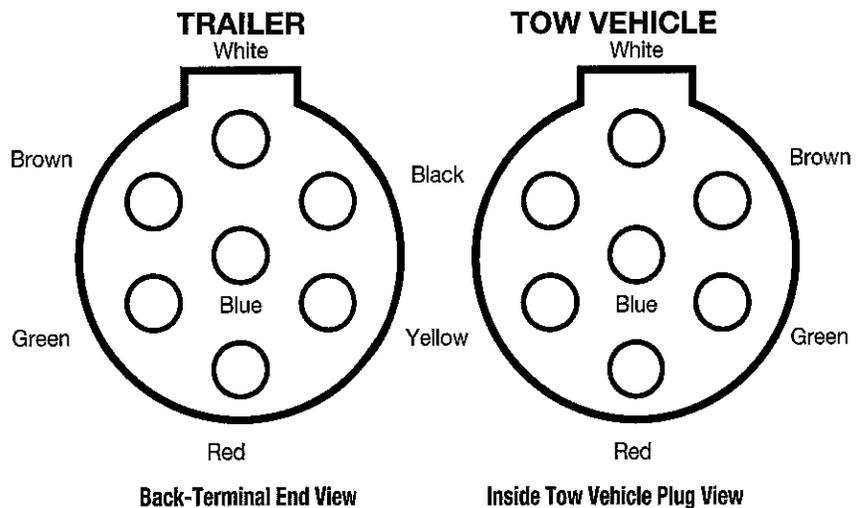
4 Flat

Plug Says	Trailer Wired	Function
White	Ground	
Brown	Tail Marker	
Yellow	Left Turn/Stop	
Green	Right Turn/Stop	



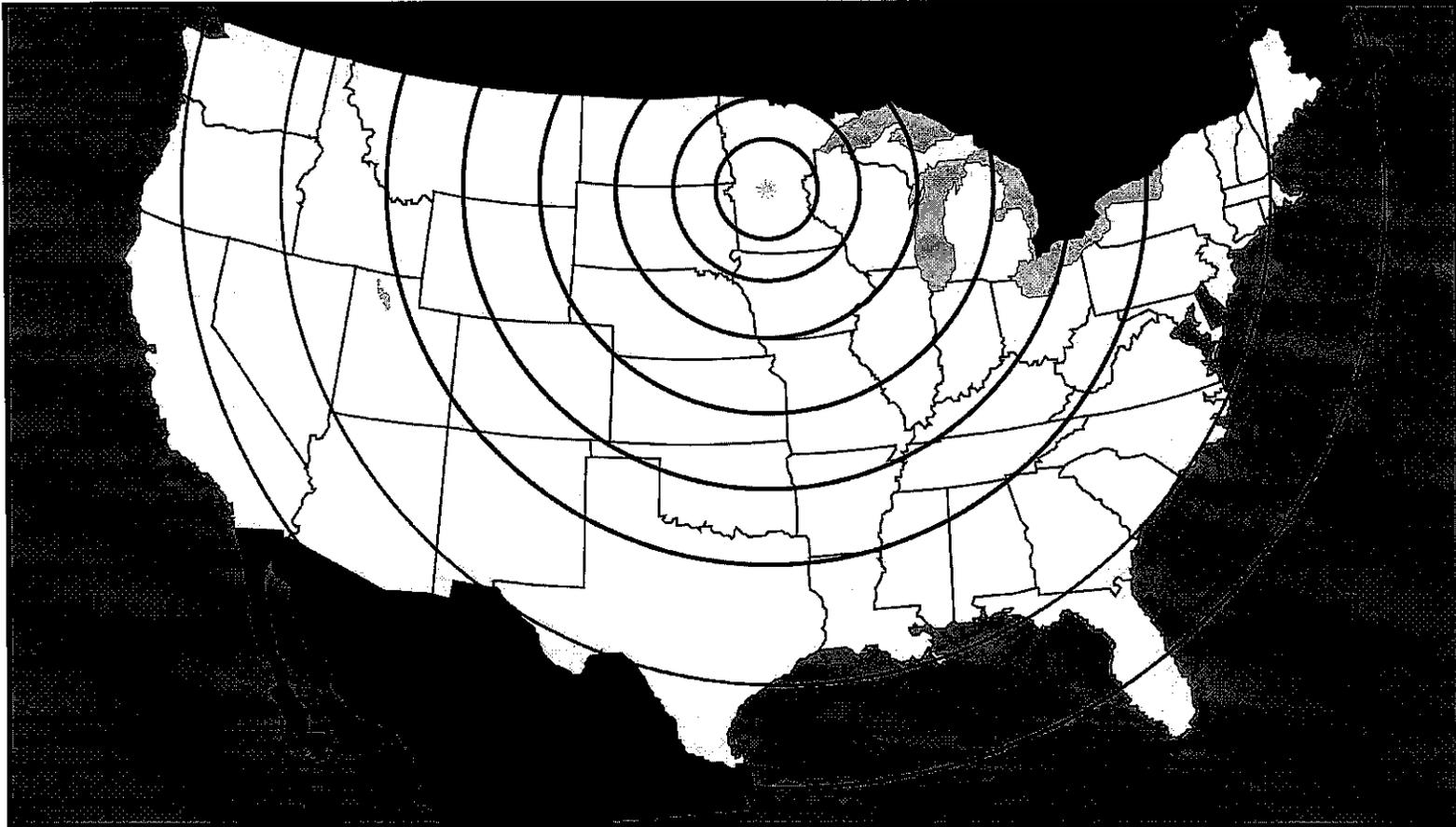
7 Semi

Plug Says	Trailer Wired	Function
Yellow	Yellow	Left Turn
Green	Green	Right Turn
Brown	Brown	Tail/Marker
White	White	Common Ground
Red	Red	Stop
Black	Black	ID & Marker
Blue	Blue	ABS/Elec. Brakes



FREIGHT ZONES

F.O.B. MINNESOTA PLANT



FELLING®

1-888-FELLING Fax: 320-352-5230

(335-5464)

www.felling.com

Felling Trailers, Inc. 1525 Main St. South, Sauk Centre, MN 56378

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121918-FTS

Proposer's full legal name: Felling Trailers, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A138D08489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E40B8F7264FC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-FTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Felling Trailers, Inc.

Authorized Signatory's Title President/CEO

[Signature]
VENDOR AUTHORIZED SIGNATURE

Brenda Jennissen
(NAME PRINTED OR TYPED)

Executed on 2/8, 2019

Sourcewell Contract # 121918-FTS



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Contract/Agreement

IN THE MATTER OF ACCEPTING A QUOTE FOR THE PURCHASE OF PATROL VEHICLES FROM LOU FUSZ

WHEREAS, the Franklin County Sheriff's Department is in need of new Patrol Vehicles; and

WHEREAS, Franklin County can purchase the desired vehicles and upgrades for said vehicles from Lou Fusz through Missouri State Contract #CC200475002; and

WHEREAS, Lou Fusz has submitted a quote to Franklin County for thirteen (13) 2020 Dodge Durango Pursuit AWD Sport Utility Vehicles for a cost of \$30,970.19 per vehicle to include thirteen (13) Preparation Costs for each of the 13 purchased vehicles for a cost of \$1,095.00 per Preparation and, eleven (11) 6" LED Driver Side Spot Lights at a cost of \$505.00 per spotlight, for a total cost of \$422,402.47 as shown attached hereto.

IT IS THEREFORE ORDERED by the Franklin County Commission that the quote submitted by Lou Fusz is hereby accepted and approved and that Ken Hotsenpillar is authorized to execute the Contract on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and an executed copy of the quote be provided to Lou Fusz; the Franklin County Sheriffs Department; Lynne Maloney, Clerk's Office; Ann Struttmann, Franklin County Purchasing Agent; and the Franklin County Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

September 23, 2019

CONTRACT TITLE: MODEL YEAR 2020 PATROL VEHICLES

CURRENT CONTRACT PERIOD:	September 23, 2019 through June 30, 2020	
RENEWAL INFORMATION:	Original Contract Period:	September 23, 2019 through June 30, 2020
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2020
BUYER INFORMATION:	Jason Kolks (573) 522-1620 jason.kolks@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC200475001	4647793370 0/ MB00130340	Behlmann Chrysler Dodge Ram 175 Turnbull Trail Troy, MO 63379 (636) 775-2900 (636) 462-2536 fax <u>Contact:</u> Mike Benz – mikeb@behlmann.com	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC200475002	4315457930 1 MB00094770	Lou Fusz Ford #2 Caprice Dr. Chesterfield, MO 63005 (636) 532-9955 (636) 519-8005 fax <u>Contact:</u> John Dolan – john.g.dolan@fusz.com	No	Yes
CC200475003	4746580860 1/ MB00095149	Joe Machens Ford Lincoln 1911 West Worley Columbia, MO 65202 573-445-4411 <u>Contact:</u> Kelly Sells – ksells@machens.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
September 23, 2019 through June 30, 2020	9/23/19	Initial issuance of new statewide contract

PATROL VEHICLES –MODEL YEAR 2019
(Statewide)

Contracts CC200475001, CC200475002 and CC200475003 have been established for the purchase of miscellaneous model year 2020 police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

Contract Number	Brand	Model	Contractor
CC200475001	Dodge	Charger All-Wheel Drive	Behlamann Chrysler Dodge Ram
CC200475002	Dodge	Durango Pursuit All-Wheel Drive SUV	Lou Fusz Ford
CC200475002	Dodge	Durango Special Service Package Rear Wheel Drive SUV	Lou Fusz Ford
CC200475003	Ford	Police Interceptor Utility	Joe Machens Ford Lincoln
CC200475003	Ford	F-150 Police Responder Supercrew	Joe Machens Ford Lincoln
CC200475003	Ford	Police Responder Hybrid Sedan	Joe Machens Ford Lincoln
CC200475003	Ford	Expedition Special Services Vehicle	Joe Machens Ford Lincoln
CC200475003	Ford	Transit Van 250 AWD	Joe Machens Ford Lincoln
CC200475003	Ford	Transit Van 350 Dual Rear Wheel AWD	Joe Machens Ford Lincoln

GENERAL INFORMATION

The contractor shall provide Model Year 2020 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the IFB specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

WARRANTY

The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.

All warranty service must be performed in Missouri.

ORDERING

NOTE TO STATE AGENCIES: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit it to Stan Perkins, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

PATROL VEHICLES –MODEL YEAR 2019
(Statewide)

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order in SAMII or a requisition within MissouriBUYS. The contractor must not ship until they are in receipt of a hard copy purchase order.

DELIVERY

Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.

Each vehicle shall be delivered with the owner's manual.

In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

VEHICLE PREPARATION CHARGE AND DELIVERY CHARGE

The vehicle preparation costs (line items 7, 11, 15, 25, 29, 33, 40, 43, and 46) and the round trip per mile delivery charge (line item 47) shall only apply to public (cooperative procurement) entities and all other state agencies making purchases off the contract. These charges shall not apply to the Missouri State Highway Patrol.

FINANCIAL RESPONSIBILITY

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

SUBSTITUTIONS

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

PATROL VEHICLES –MODEL YEAR 2019
(Statewide)

REPAIR OR REPLACEMENT OF DAMAGED PRODUCT

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIREMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT JASON KOLKS AT (573) 522-1620 OR jason.kolks@oa.mo.gov.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475001

Contractor: Behlmann Chrysler Dodge Ram

Line Item 1

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Dodge Charger Pursuit All-Wheel Drive Sedan

PRICE: \$24,919.00

EQUIPMENT INCLUDED IN PRICE

- 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Five (5) speed automatic with overdrive, heavy-duty for police operation. Lever shifter.
- 3.07 to 1 rear axle ratio
- Heavy-duty electro-hydraulic rack and pinion power steering with oil cooler.
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty 4 wheel independent front and rear police tuned suspension.
- Five (5) tires, 245/55R18 "W" speed rated (includes full-size spare)
- Five (5) 18" x 7.5" steel wheels (includes full-size spare)
- 18" Full Wheel Covers
- Spare tire relocation bracket
- 220 ampere heavy-duty alternator
- 800 c.c.a. minimum battery
- Bluetooth hands-free device
- Police type speedometer, 0-160MPH certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Single key locking system; keyless entry system
- Electric to unlock the deck lid from driver's position inside the vehicle, ignition powered
- Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Manufacturer's standard air bags
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Standard production solid color exterior (billet, silver, indigo blue, max steel, black, white, granite, red) and standard interior trim
- Manufacturer's standard backup camera
- Police equipment mounting bracket located between front seats
- Officer Protection Package (blind spot, power, fold pursuit mirrors; exterior mirrors with heating element; ParkSense rear park assist system; blind spot and cross path detection; programmable system to alert officer when vehicle is approached from rear; intermotive modules shipped separately and installed by agency)
- Secure Park

**AVAILABLE OPTIONS
(for line item 1)**

Line Item 2– 3.6 liter V6 gasoline engine **\$2,200.00**
(deletes all-wheel drive & changes (credit) axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler)

Line Item 4 – Convenience Group 1 **\$455.00**
(includes power adjustable pedals & driver/front passenger power adjusting seats)

Line Item 5 – Four (4) additional key FOBS **\$145.00**

Line Item 6 – 12.1 inch Integrated Display Pkg. **\$2,100.00**

DELIVERY: 60-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 15)

Line Item 7 – Preparation Cost **\$900.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 47 – Delivery Cost **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Independence, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475002

Contractor: Lou Fusz Ford

Line Item 8

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Dodge Durango Pursuit AWD Sport Utility

PRICE: \$30,970.19

EQUIPMENT INCLUDED IN PRICE

ENGINE:5.7 liter V8 Gasoline, Heavy duty cooling system,Engine oil cooler
ALL WHEEL DRIVE: Two speed, electronically shifted transfer case
TRANSMISSION: Eight (8) speed Automatic with Overdrive
STEERING WHEEL: Manufacturer's Standard, Tilt required
BRAKES: Heavy duty Four (4) wheel anti-lock disc brakes, Power booster
SUSPENSION SYSTEM: Front and rear independent suspension systems
TIRES: Four (4), P265/60R18, Spare tire – P245/65R18
WHEELS: Five (5), 18"x8" standard aluminum wheels
Includes full size spare
Steel spare wheel is acceptable
ALTERNATOR:220 ampere
BATTERY: Heavy duty for police use,800 CCA minimum
CRUISE CONTROL: Factory installed required
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer
RADIO: Manufacturer's Standard AM/FM
BLUETOOTH: Factory installed Bluetooth hands-free device
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required
SPEEDOMETER: Police type, Certified for accuracy
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of two (2) keyless entry key fobs
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required, Heated required
FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required
SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat
THIRD ROW SEATING: None
AIR BAGS: Manufacturer's Standard
FLOOR COVERING: Full carpeting, both front and rear
FLOOR MATS: Manufacturer's carpeted mats required
FRONT LICENSE BRACKET: Manufacturer's standard required
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring
SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody
BACKUP CAMERA: Manufacturer's standard backup camera required
COLORS: Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS
(for line item 8)

Line Item 9 – 3.6 liter V6 gasoline engine **\$2,601.76**
(credit)

Line Item 10 – Driver Side Spot Light, 6" LED Installed **\$505.00**

DELIVERY: 90 - 120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 22)

Line Item 11 – Preparation Cost \$1095.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 47 – Delivery Cost \$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475002

Contractor: Lou Fusz Dodge

Line Item 12

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Dodge Durango Special Service Package Rear Wheel Drive Sport Utility

PRICE: \$28,797.68

EQUIPMENT INCLUDED IN PRICE

ENGINE:5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler

Rear Wheel Drive

TRANSMISSION: Eight (8) speed Automatic with Overdrive

STEERING WHEEL: Manufacturer's Standard, Tilt required

BRAKES: Heavy duty Four (4) wheel anti-lock disc brakes, Power booster

SUSPENSION SYSTEM: Front and rear independent suspension systems

TIRES: Four (4), P265/60R18, Spare tire – P245/65R18

WHEELS: Five (5), 18"x8" standard aluminum wheels

Includes full size spare

Steel spare wheel is acceptable

ALTERNATOR:220 ampere

BATTERY: Heavy duty for police use,800 CCA minimum

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required

REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer

RADIO: Manufacturer's Standard AM/FM

BLUETOOTH: Factory installed Bluetooth hands-free device

POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required

SPEEDOMETER: Police type, Certified for accuracy

SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of two (2) keyless entry key fobs

OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required, Heated required

FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required

SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat

THIRD ROW SEATING: None

AIR BAGS: Manufacturer's Standard

FLOOR COVERING: Full carpeting, both front and rear

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp

TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring

BACKUP CAMERA: Manufacturer's standard backup camera required

COLORS: Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS

(for line item 12)

Line Item 9 – 3.6 liter V6 gasoline engine

\$3,813.76

(credit)

Line Item 10 – Driver Side Spot Light, 6" LED Installed

\$505.00

DELIVERY: 90 - 120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)

5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 25)

Line Item 28 – Preparation Cost \$1095.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 47 – Delivery Cost \$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 16

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Ford Police Interceptor Utility AWD

PRICE: \$33,738.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler
ALL WHEEL DRIVE
TRANSMISSION: Ten (10) speed, Automatic, Heavy duty police calibration, Column mounted gear selector, Transmission oil cooler
STEERING: Heavy duty electric power assist
STEERING WHEEL: Manufacturer's Standard, Tilt required
BRAKES: Heavy duty, Four (4) wheel anti-lock disc brakes, Power booster
SUSPENSION SYSTEM: Independent front and rear suspension
TIRES: Five (four tires plus spare), P255/60R18 BSW, Includes full size spare
WHEELS: Five (5), 18" heavy duty steel wheels, Includes full size spare
WHEEL COVERS: Manufacturers full wheel covers required
CRUISE CONTROL: Factory installed required
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required
SPEEDOMETER: Police type, Certified for accuracy
RADIO: Manufacturer's Standard AM/FM
BLUETOOTH: Factory installed Bluetooth hands-free device
BACKUP CAMERA: Manufacturer's standard required
REVERSE SENSING: Reverse sensing system required
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required, Rear power windows must be operable from rear seat as well as from the driver's seat, System must include a rear window lockout switch controllable from the driver's position
GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS
DOOR LOCK CYLINDERS: Lift gate key lock cylinder required, Driver door key lock cylinder required
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required

GLASS: Privacy glass required for second row, rear quarter and lift gate
AIR BAGS: Manufacturer's Standard
FRONT SEATS: Heavy duty bucket seats, Designed for police usage, Covered with heavy duty cloth fabric, No center console, 6-way power adjusting driver seat required
REAR SEAT: Heavy duty cloth fabric rear bench seat
FLOOR COVERING: Full carpeting, first and second rows
FLOOR MATS: Manufacturer's carpeted mats required
FRONT LICENSE BRACKET: Manufacturer's standard required
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, LED spotlight installed
POLICE POWER PIGTAIL: Power pigtail harness required
WIRING: Pre-wiring for grill LED lamp, siren and speaker
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened
AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area
POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights
TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use
UNDERBODY DEFLECTOR PLATE: Engine and transmission shield
TRAILER RECEIVER: Class III receiver required
COLORS: Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS
(for line item 16)

Line Item 17 – 3.3 liter Direct Injection Hybrid Engine
\$3,500.00

Line Item 18 – 3.0 liter V6 EcoBoost turbocharged engine
\$4,300.00

Line Item 19 – Black vinyl floor covering
\$20.00
(Deletes carpet and carpeted floor mats)
(credit)

Line Item 20 – Auxiliary air conditioning
\$600.00

Line Item 21 - Standard wheel center caps in lieu of full
wheel covers
\$20.00
(credit)

Line Item 22 - 18" painted aluminum wheels in lieu of
standard steel wheels. Spare will remain steel
\$510.00

Line Item 23 - Rear camera - on demand. Allows driver
to activate rear camera on demand.
\$330.00

Line Item 24 - Class III Trailer Tow Lighting Package
(4-pin and 7-pin connectors and wiring)
\$180.00

Line Item 25 – Miscellaneous Options/Features
**for the purchase of options/features not
specifically identified herein

DELIVERY: 150-180 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 16)

Line Item 25 – Preparation Cost **\$1,095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 47 – Delivery Cost **\$0.99 per mile not to exceed \$150.00**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 26

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Ford F-150 Responder

PRICE: \$33,716.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter EcoBoost
- Four wheel drive
- Ten speed automatic, column mounted gear selector
- 240 amp alternator
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Power assist rack and pinion steering
- Tilt steering wheel
- Independent front and rear suspension.
- Five (5) tires, LT275/65R18 AT (includes full size spare)
- Five (5) 18" machined aluminum wheels (includes full size spare)
- Manufacturer's standard Backup Camera
- Speed Control
- Four (4) door SuperCrew cab with 5.5' box
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Reverse sensing system
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 8-way power adjusting driver seat
- Heavy-duty vinyl bench rear seat
- Manufacturer's standard air bags
- Vinyl floor covering
- Front license bracket
- Trailer tow package (class IV hitch; 4-pin/7-pin wiring harness; auxiliary transmission oil cooler; engine oil cooler)
- Trailer Brake Controller
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors; heated
- Remote keyless entry with a minimum of two (2) fobs

AVAILABLE OPTIONS
(for line item 39)

Line Item 27 – Delete chrome bumpers, front and rear
\$150.00
(includes fog lamps) (credit)

Line Item 28 – Delete factory installed black platform running boards
\$100.00
credit

Line Item 49 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 120-150 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 26)

Line Item 29 – Preparation Cost **\$1,095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 48 – Delivery Cost **\$0.99 per mile not to exceed \$150.00**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 30

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Ford Police Responder Hybrid Sedan

PRICE: \$25,584.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 2.0L iVCT Atkinson Cycle I-4 Hybrid Engine, Gasoline
FRONT WHEEL DRIVE
TRANSMISSION: CVT, Rotary dial gear selector
STEERING: Electric power assist
STEERING WHEEL: Manufacturer's Standard, Tilt required
BRAKES: Police calibrated high performance, Four (4) wheel anti-lock disc brakes, Power booster
SUSPENSION SYSTEM: Independent front and rear suspension. Front and rear stabilizer bars
TIRES: Four (4), P235/50R17 BSW, Includes Tire Inflator and Sealant Kit
WHEELS: Four (4) 17" steel with center cap, Includes tire inflator and sealant kit
ALTERNATOR: 165 ampere heavy duty
CRUISE CONTROL: Factory installed required
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required
SPEEDOMETER: Police calibrated, Certified for accuracy
RADIO: Manufacturer's standard AM/FM required
BLUETOOTH: Factory installed Bluetooth hands-free device
BACKUP CAMERA: Manufacturer's standard required
REVERSE SENSING SYSTEM: Reverse sensing system required
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required

DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and deck lid, Each vehicle keyed differently
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of two (2) keyless entry key FOBS
AUTOMATIC DECK LID RELEASE: Electric to unlock the deck lid from the driver's position inside the vehicle, Ignition powered
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting
FRONT SEATS: Police grade cloth, Designed for police usage 6-way manual driver seat required
REAR SEAT: Vinyl 60/40 split non-folding
AIR BAGS: Manufacturer's Standard
FLOOR COVERING: Heavy duty vinyl flooring
FRONT LICENSE BRACKET: Manufacturer's standard required
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, 6" spotlight installed
WIRING: Pre-wiring for LED lamp, siren and speaker
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use
COLORS: Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS

(for line item 30)

Line Item 31 – Optional cloth 60/40 split non-folding rear seat \$100.00

Line Item 32 – 17" alloy wheels in lieu of steel wheels \$390.00

Line Item 48 – Miscellaneous Options/Features

**for the purchase of options/features not specifically identified herein

DELIVERY: 100-140 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 30)**

Line Item 33 – Preparation Cost

\$1,095.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 47 – Delivery Cost

\$0.99 per mile not to exceed \$150.00

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 34

UNSPSC Code: 25101502

MAKE/MODEL: 2020 Ford Expedition Special Services Vehicle

PRICE: \$36,876.00

ENGINE: 3.5 liter V6 EcoBoost

Rear power windows must be operable from rear seat as well as from the driver's seat

Gasoline

System must include a rear window lockout switch controllable from the driver's position

FOUR WHEEL DRIVE

DOOR LOCKS AND HANDLES:

Rear inside door locks and handles must be fully operable

TRANSMISSION: Ten (10) speed

SINGLE KEY LOCKING SYSTEM:

Single key system for ignition, door and lift gate

Automatic

Each vehicle keyed differently

Column mounted gear selector

REMOTE KEYLESS ENTRY SYSTEM:

Remoted keyless entry system with minimum of two (2) keyless entry key FOBS

STEERING: Electric power assist

OUTSIDE REAR VIEW MIRRORS:

Left hand and right hand power adjusting

STEERING WHEEL: Manufacturer's Standard

Tilt required

Heated required

BRAKES: Four (4) wheel anti-lock disc brakes

Power booster

FRONT SEATS: Heavy duty bucket seats

Covered with heavy duty cloth fabric

SUSPENSION SYSTEM: Independent front and rear suspension

No center console

TIRES: Five (5)

P265/70R17 all-terrain OWL

6-way power adjusting driver seat required

Includes full size spare

SECOND ROW SEATING:

Heavy duty cloth fabric second row bench seat

WHEELS: Five (5)

17" steel wheels

THIRD ROW SEATING: None; Storage Bins

Includes full size spare

AIR BAGS: Manufacturer's standard

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING:

Factory installed air conditioning

Integral heater and defroster

FLOOR COVERING: Vinyl floor covering

FRONT LICENSE BRACKET: Manufacturer's standard required

COLORS:

Standard production solid color exterior and standard interior trim

ELECTRIC REAR WINDOW DEFROSTER:

Manufacturer's standard required

RADIO: Manufacturer's Standard, AM/FM

BACKUP CAMERA: Manufacturer's standard required

POWER WINDOWS AND DOOR LOCKS:

Manufacturer's standard required

Colors will be selected after award

OPTION PRICING FOR LINE ITEM 34:

Line Item 35 – Extended Length (MAX) Option
(includes third row seating)

\$3,680.00

Line Item 36 – Second row 40/20/40 vinyl seating
in lieu of 40/20/40 cloth seating

\$50.00
(state credit)

Line Item 37 – Third row 60/40 cloth seating
Deletes third row storage bins

\$810.00

Line Item 38 – Factory installed running boards

\$400.00

Line Item 39 – Heavy-duty trailer tow package \$1,570.00
(Includes 18” machined-faced aluminum wheels with painted pockets and 275/65R18 all terrain OWL tires in lieu of standard 17” steel wheels and tires (**standard length vehicle only, extended length (Max option) vehicle retains standard 17” steel wheels and tires**), Heavy-duty radiator, Integrated trailer brake controller, two (2) speed auto 4WD with neutral towing capability)

PREPARATION COST FOR OTHER AGENCIES

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles processed through the vendor’s dealership:

Line Item 40 – Preparation Cost for All Other State Agencies \$1,095.00/vehicle
& Cooperative Procurement Agencies
(fee pertains to line item 34)

Line Item 47 – Delivery Cost \$0.99 per mile not to exceed \$150.00
Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 41

UNSPSC Code: 25101505

MAKE/MODEL: 2020 Ford Transit 250 Cargo Van AWD

PRICE: \$37,050.00

ENGINE: 3.5 liter V6 EcoBoost

Gasoline

ALL WHEEL DRIVE

TRANSMISSION: Ten (10) speed

Automatic

WHEEL BASE: 147.6"

ROOF HEIGHT: Medium – 100.8"

ALTERNATOR: 250 ampere heavy duty

STEERING: Electric power assist

STEERING WHEEL: Manufacturer's Standard

Tilt and telescoping required

BRAKES: Four (4) wheel anti-lock disc brakes

Power booster

SUSPENSION SYSTEM:

Independent front and leaf spring rear

TIRES: Five (5)

235/65R16 BSW all-season

Includes full size spare

WHEELS: Five (5)

16" steel wheels

Includes full size spare

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING:

Factory installed air conditioning

Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER:

Manufacturer's standard required

RADIO: Manufacturer's Standard, AM/FM

BACKUP CAMERA: Manufacturer's standard required

POWER WINDOWS AND DOOR LOCKS:

Manufacturer's standard required

STABILITY: Electronic roll/side wind control required

SINGLE KEY LOCKING SYSTEM:

Single key system for ignition, door and lift gate

Each vehicle keyed differently

REMOTE KEYLESS ENTRY SYSTEM:

Remoted keyless entry system with minimum of two (2) keyless entry key FOBS

OUTSIDE REAR VIEW MIRRORS:

Long arm, power adjusting with turn signals

Heated required

FRONT SEATS:

10-way power adjusting driver and passenger seat required

Dark Gray cloth fabric

BLUETOOTH:

Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display

SAFETY:

Pre-collision and post-collision auto braking

Lane alert

SIDE DOOR:

Manual sliding passenger side door with fixed privacy glass

REAR DOORS: Dual rear doors with fixed privacy glass

WINDSHIELD WIPERS: Auto rain sensing

AIR BAGS: Manufacturer's standard

FOG LAMPS: Front fog lamps required

FUEL TANK: Extended range 31-gallon fuel tank

EXTERIOR UPGRADE OPTION:

Chrome timed headlamps, three (3) bar grille with chrome surround, and full silver wheel covers

AUXILIARY FUSE PANEL OPTION:

Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system

110 VOLT OUTLET: 110 V / 400W outlet required

REAR POWER POINT: 12 volt power point located in rear of vehicle

FLOOR COVERING: Vinyl floor covering front and rear

FRONT LICENSE BRACKET: Manufacturer's standard required

PAYLOAD: 9070 GVWR

COLORS:

Standard production solid color exterior and standard interior trim

Colors will be selected after award: Some color are \$200.00

OPTION PRICING FOR LINE ITEM 41:

Line Item 42 – Two (2) additional key with FOBS \$80.00

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 43 – Preparation Cost for All Other State Agencies
& Cooperative Procurement Agencies \$995.00/vehicle
(fee pertains to line item 41)

Line Item 47 – Delivery Cost \$0.99 per mile not to exceed \$150.00
Total round trip per mile cost for contractor to deliver cooperative
procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 44

UNSPSC Code: 25101505

MAKE/MODEL: 2020 Ford Transit 350 Cargo Van Dual Rear Wheel AWD PRICE: \$42,524.00

ENGINE: 3.5 liter V6 EcoBoost
Gasoline

ALL WHEEL DRIVE

TRANSMISSION: Ten (10) speed
Automatic

WHEEL BASE: 147.6"

ROOF HEIGHT: High – 110.1"

ALTERNATOR: 250 ampere heavy duty

STEERING: Electric power assist

STEERING WHEEL: Manufacturer's Standard
Tilt and telescoping required

BRAKES: Four (4) wheel anti-lock disc brakes
Power booster

SUSPENSION SYSTEM:
Independent front and leaf spring rear

TIRES: Seven (7)
205/75R16 BSW all-season
Includes full size spare

WHEELS: Seven (7)
16" steel wheels
Includes full size spare

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING:
Factory installed air conditioning
Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER:
Manufacturer's standard required

RADIO: Manufacturer's Standard, AM/FM

BACKUP CAMERA: Manufacturer's standard required

POWER WINDOWS AND DOOR LOCKS:
Manufacturer's standard required

STABILITY: Electronic roll/side wind control required

SINGLE KEY LOCKING SYSTEM:
Single key system for ignition, door and lift gate
Each vehicle keyed differently

REMOTE KEYLESS ENTRY SYSTEM:

OPTION PRICING FOR LINE ITEM 44:

Line Item 45 – Two (2) additional key with FOBS

\$80.00

Remoted keyless entry system with minimum of two (2) keyless entry key FOBS

OUTSIDE REAR VIEW MIRRORS:

Long arm, power adjusting with turn signals
Heated required

FRONT SEATS:

10-way power adjusting driver and passenger seat required
Dark Gray cloth fabric

BLUETOOTH:

Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display

SAFETY:

Pre-collision and post-collision auto braking
Lane alert

SIDE DOOR:

Manual sliding passenger side door with fixed privacy glass

REAR DOORS:

Dual rear doors with fixed privacy glass

WINDSHIELD WIPERS: Auto rain sensing

AIR BAGS: Manufacturer's standard

FOG LAMPS: Front fog lamps required

FUEL TANK: Extended range 31-gallon fuel tank

EXTERIOR UPGRADE OPTION:

Chrome timed headlamps, three (3) bar grille with chrome surround, and full silver wheel covers
Colors will be selected after award

AUXILIARY FUSE PANEL OPTION:

Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system

110 VOLT OUTLET: 110 V / 400W outlet required

REAR POWER POINT:

12 volt power point located in rear of vehicle

FLOOR COVERING: Vinyl floor covering front and rear

FRONT LICENSE BRACKET: Manufacturer's standard required

PAYLOAD: 9,950 GVWR

COLORS:

Standard production solid color exterior and standard interior trim – Some colors are \$200.00.

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 46 – Preparation Cost for All Other State Agencies
& Cooperative Procurement Agencies
(fee pertains to line item 41) \$995.00/vehicle

Line Item 47 – **Delivery Cost** \$0.99 per mile not to exceed \$150.00
Total round trip per mile cost for contractor to deliver cooperative
procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.

**PATROL VEHICLES – MODEL YEAR 2020
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
jason.kolks@oa.mo.gov**



Commission Order No. 2020-52

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Agreement

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A RENTAL AGREEMENT WITH TNT RENTS

WHEREAS, TNT Rents offers a 35 ton Mechanical RGN Trailer for \$1,950.00 per month rental plus an additional \$29.00 per every 1/32 of tire tree used and \$39.00 per every 1/32 of break depth used and does not charge mileage; and

WHEREAS, due to the estimate of \$15,000 to repair a County owned trailer it is necessary for Franklin County Highway Department to rent a trailer for two months; and

WHEREAS, the Franklin County Commission has determined that renting a trailer from TNT Rents for two months is in the best interest of Franklin County.

IT IS THEREFORE ORDERED that the Application & Agreement for Open Commercial Account is hereby approved and that Mike Davis is authorized to execute said Contract on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and the Contract be provided to Victor Williams, TNT Sales; Jim Grutsch, Highway Administrator; Franklin County Auditor; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



RETURN WITH A COPY OF YOUR DRIVER'S LICENSE

3131 Hwy 100 Villa Ridge, MO 63089 | Phone 636-451-2100 | Fax 636-451-0102

APPLICATION & AGREEMENT FOR OPEN COMMERCIAL ACCOUNT

You may print this form and fill it out with a black ink pen or you can use your computer to fill in the form - then print to sign

Company or Individual Name _____

Address _____

City _____ State _____ Zip Code _____ County _____

Contact Name _____ Email _____ Country _____

Company Phone # _____ Fax # _____ Cell # _____

Additional Contact Name _____ Additional Contact Phone # _____

Please Check One _____ Corporation _____ Partnership _____ Sole Proprietor _____ LLC Date Business Started _____

President/Owner(s) Name _____ Treas/Controller _____

Soc. Sec. # _____ Fed. ID # _____ MC # _____ DOT # _____

Name of Bank _____ Branch _____

Address _____ Phone # _____ Account # _____

Trade References

1. _____ Phone # _____ Fax # _____

2. _____ Phone # _____ Fax # _____

3. _____ Phone # _____ Fax # _____

APPLICANT'S AUTHORIZATION & AGREEMENT

In support of this application, TNT Sales is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.

Upon approval of this application, it is agreed that each invoice will be paid in full upon receipt or in accordance with the terms of sale as stated on the invoices(s). Should I/we not pay TNT Sales according to term, it is understood that credit privileges may be withdrawn. Should TNT Sales find it necessary to obtain assistance in collecting any past due balance, I/we agree to pay interest at the rate of 1.5% per month (or such other rate allowable by state law), reasonable attorney fees, collection fees and/or court costs allowable by law. At TNT Sales option, jurisdiction and venue of any suit brought to collect this account shall be had in Franklin County, Missouri. A copy of this statement and application has been received.

Signature (must be signed by an officer or principal of the firm) _____

Title _____ Fax # _____

PERSONAL GUARANTEE

The undersigned, [print name] _____, of the applicant corporation/company hereby agrees to the above terms and conditions and assumes personal responsibility for payment of said corporation's/company's account. It is understood that credit would not be extended to said corporation/company without this assumption of liability.

Signature _____

CREDIT DEPARTMENT USE ONLY

Customer # _____ Credit Limit _____ Terms Code _____

Credit Manager Signature _____ Date _____

PLEASE COMPLETE AND RETURN VIA FAX AT 636-451-0102 OR EMAIL TO TALLISON@TNTSALES.MO.COM



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, February 4, 2020
Bid Award

**IN THE MATTER OF ACCEPTING
A BID FROM SCE, INC. DBA COWBOYS
CRANES FOR THE CONSTRUCTION
OF A CELLULAR BUILDING STRUCTURE**

WHEREAS, on January 21, 2019 the Purchasing Department opened bids for a Cellular Building Structure and only one response was received coming from SCE, Inc. DBA Cowboys Cranes; and

WHEREAS, SCE, Inc. DBA Cowboys Cranes has been in business for 26+ years performing Construction, Demolition, Crane Service, and Heavy/Specialized Hauling for the United States Government, Department of Defense, MODOT, and the Commercial/Private Sector; and

WHEREAS, the total cost of the Building, Concrete Foundation, and Transportation and Set-up quoted by SCE, Inc. DBA Cowboys Cranes will be \$26,000.00. Additional charges include \$42.50 per cubic yard of rock removal if encountered, \$56.00 per cubic yard of rock additional if required, \$2,400.00 for demolition and removal of the current building structure, and \$3,600 for gravel and road work; and

WHEREAS, following review and discussion between the Purchasing Department and the Emergency Management Director, Franklin County Commission has determined awarding the bid from SCE, Inc. DBA Cowboys Cranes is in the best interest of Franklin County.

IT IS THEREFORE ORDERED that the bid from SCE, Inc. DBA Cowboys Cranes is hereby accepted and that the Presiding Commissioner is authorized to execute any documents pertaining thereto.

IT IS FURTHER ORDERED that a copy of this Order be distributed to SCE, Inc. DBA Cowboys Cranes; Ann Stuttmann, Purchasing Director; and the Franklin County Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SCE, Inc. DBA CowboysCranes.com
101 Skyview Lane
Labadie, MO 63055

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company

OWNER:

(Name, legal status and address)

Franklin County
400 E. Locust Street, Room 206
Union, MO 63084

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Cellular building structure, 11206 Mine Road, Sullivan, MO 63080

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

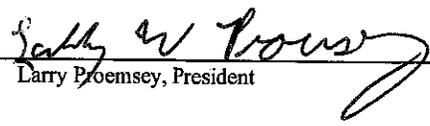
Signed and sealed this 17th day of January, 2020

SCE, Inc. DBA CowboysCranes.com
101 Skyview Lane

(Principal)

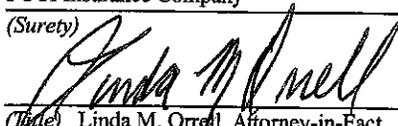
(Seal)

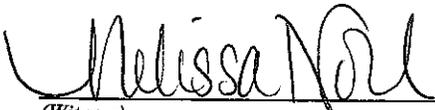

(Witness)


(Title) Larry Proemsey, President

FCCI Insurance Company

(Surety)


(Title) Linda M. Orrell, Attorney-in-Fact


(Witness)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

LINDA M ORRELL; JOSEPH B BOSSE

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

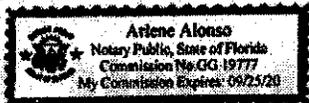


Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

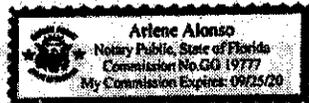


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of January, 2020

Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the SCE, INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1360263

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1360263

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1360263

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1360263

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1360263

Approved by:

Employer SCE, INC	
Name (Please Type or Print) Larry Proemsey	Title
Signature Electronically Signed	Date 11/15/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/15/2018

Company ID Number: 1360263

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SCE, INC
Company Facility Address	101 SkyView Lane Labadie, MO 63055
Company Alternate Address	
County or Parish	FRANKLIN
Employer Identification Number	431647120
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1360263

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



Company ID Number: 1360263

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Nick Schultz
Phone Number (636) 221 - 2347
Fax Number
Email Address Nick@cowboyscranes.com

Name Larry Proemsey
Phone Number (636) 239 - 4000
Fax Number
Email Address tim@cowboyscranes.com



Company ID Number: 1360263

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STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 54624
TYPE: NEW

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SCE INC

VILLA RIDGE, MO 63089

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: CONCRETE, MU-S: SITE WORK, SC: MISC STEEL FABRICATION AND INSTALLATION

until June 30, 2020 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

8th day of January, 2020

159593

A handwritten signature in cursive script, appearing to read "Mau N. O'Quinn".

SECRETARY-TREASURER

A handwritten signature in cursive script, appearing to read "Aly Whaley".

CHAIRMAN

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC 320731

This is to Certify That

SCE Inc

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

B-1

General Commercial Contractor



*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, on 07/23/2018*

A handwritten signature in black ink, appearing to be "J. M. ...", written over a horizontal line.

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

SCE Inc

215 Saint Marys Rd
Villa Ridge, MO 63089-2147

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 07/31/2020
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



SCE Inc

CONTRACTORS LICENSE NO. 320731 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
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SCE Inc

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Villa Ridge, MO 63089-2147

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SCE Inc

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SCE Inc

CONTRACTORS LICENSE NO. 320731 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

LICENSE NO. 2017600912	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/19 - 12/31/21 NOT TRANSFERABLE
DLN: 18 98791 76	BUSINESS CODE GROUP CODE 335	LICENSED ACTIVITY	CONTRACTOR-NON-RESIDENT
DATE ISSUED: 11/20/18	**VALIDATED**		2021
LICENSE FEE: \$ 225.00	BUSINESS LICENSE		
MAILING ADDRESS		BUSINESS LOCATION	
SCE, INC. 101 SKYVIEW LN LABADIE MO 63055-1227		SCE, INC. 101 SKYVIEW LN LABADIE MO 63055-1227	
IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL. CODE.			JENNIFER R. HUDSON DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or Social Security Number 1 43164 7120 001	Business Code Group Code 335	Licensed Activity	CONTRACTOR-NON-RESIDENT
--	---------------------------------	----------------------	-------------------------

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

OTHER IMPORTANT INFORMATION

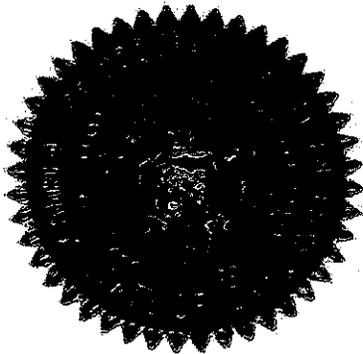
Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at www.revenue.delaware.gov. You must **submit all business tax returns** filed with the Division of Revenue **under the same identification number**. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

INTERNET SITE

The Division of Revenue web address is: www.revenue.delaware.gov. Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.



**STATE
OF
IDAHO**



THE IDAHO CONTRACTORS BOARD

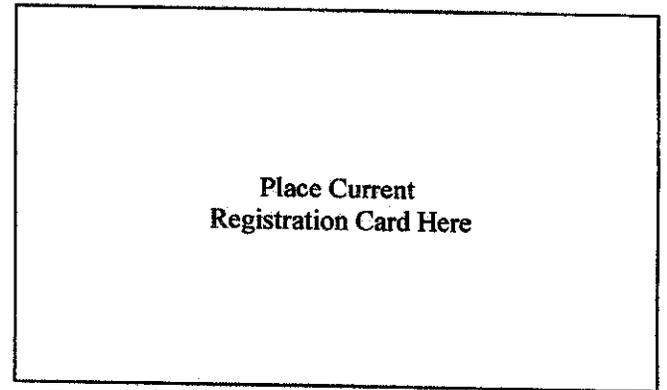
Certifies That

SCE INC

**Registration No: RCE-47506
Subject to Annual Renewal**

having fulfilled all the requirements of the Laws of Idaho and possessing the prescribed qualifications, is hereby authorized to practice as a

**Registered Entity Contractor
Within the State of Idaho**



Place Current
Registration Card Here

Sury Bond

Raymond

W. W. Underhill

[Signature]

IN TESTIMONY WHEREOF, I have here unto put my hand and affixed the Official Seal of the Bureau of Occupational Licenses at Boise, Idaho, this 17th day of April, A.D. 2018

Tana Copy

CHIEF, BUREAU OF
OCCUPATIONAL LICENSES

Bureau of Occupational Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is
entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

SCE INC
LARRY PROEMSEY, ET AL
101 SKYVIEW LANE
LABADIE MO 63055

Kelley Packer
Kelley Packer
Chief, B.O.L.

RCE-47506
Number

04/17/2020
Expires

Your registration
must be shown on
demand.



carry this copy

display this copy



Bureau of Occupational Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is
entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

SCE INC
LARRY PROEMSEY, ET AL
101 SKYVIEW LANE
LABADIE MO 63055

Kelley Packer
Kelley Packer
Chief, B.O.L.

RCE-47506
Number

04/17/2020
Expires

03/06/2019

SCE INC
LARRY PROEMSEY, ET AL
215 ST MARYS ROAD
VILLA RIDGE MO 63089

State of  Louisiana

State Licensing Board for Contractors

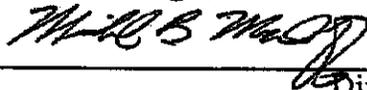
This is to Certify that: SCE, INC.
215 St. Marys Road
Villa Ridge, MO 63089

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 8th day of January 2020


Director


Chairman

Expiration Date: January 7, 2023

License No: 67462

This License Is Not Transferrable


Treasurer

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

SCE, INC.
215 ST MARYS RD.
VILLA RIDGE, MO 63089

is duly registered and entitled to perform

BUILDING CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 5 day of Jun., 2019



CERTIFICATE OF RESPONSIBILITY

No. 23277-MC

Expires Jun. 5, 2020

Joel Q. Carroll

CHAIRMAN OF THE BOARD

NEBRASKA

Good Life. Great Connections.

DEPARTMENT OF LABOR

Contractor Registration Certificate

This certificate is non-transferable

Registration # 49619-19

Date Issued: 4/1/2019 Date Expiring: 4/1/2020

SCE, Inc.
101 SKYVIEW LN
LABADIE, MO 63055

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239


Commissioner of Labor

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **COWBOYSCRANES.COM INC**
PERMANENT LICENSE #394608

Located at: **101 SKYVIEW LANE, LABADIE, MO 63055**

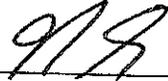
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98

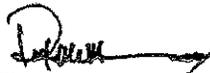
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

03/24/2018



Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **NICHOLAS SCHULTZ**
PERMANENT CERTIFICATE #394607

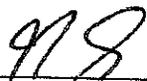
Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:

GB98

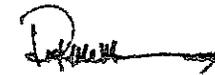
As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

03/24/18



Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

License Year

2020

License No.

79023

North Carolina

Licensing Board for General Contractors

This is to Certify That:

SCE, Inc.
Labadie, MO

is duly registered and entitled to practice

General Contracting

Limitation: Limited
Classification: Building

until

December 31, 2020

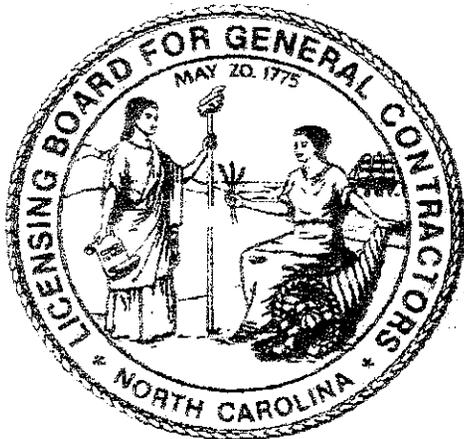
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



A handwritten signature in black ink, appearing to read "J. F. [unclear]".

Chairman

A handwritten signature in black ink, appearing to read "C. Frank Wiesner".

Secretary-Treasurer

SCE INC A COPORATION OF MISSOURI
101 SKYVIEW LANE
LABADIE MO 63055

CCB LICENSE 220392

CONSTRUCTION CONTRACTORS BOARD

RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: NICHOLAS IAN SCHULTZ
HOME INSPECTOR CERTIFIED: NO

LICENSE NUMBER: 220392
EXPIRATION DATE: 04/17/2020
ENTITY TYPE: Corporation
ENDORSEMENT(S): Commercial General Contractor Level 2

SCE INC A COPORATION OF MISSOURI
101 SKYVIEW LANE
LABADIE MO 63055

← ← ← ← ←
POCKET CARD
← ← ← ← ←

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 220392

This document certifies that:

SCE INC A COPORATION OF MISSOURI
101 SKYVIEW LANE
LABADIE MO 63055

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 04/17/2020
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: NICHOLAS IAN SCHULTZ
HOME INSPECTOR CERTIFIED: NO

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G122106

The following licensee:

LICENSE# - G122106

SCE INC
101 SKYVIEW LANE
LABADIE MO 63055

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

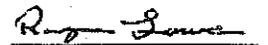
GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD4

Initial License Date:04/08/2019
License Print Date:04/08/2019
Expiration Date:10/31/2020

*** Group Number and Dollar Limitations: ***
The number after your 2-letter classification(s) above is your Group#
Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited


Administrator

Qualifying Party(s): NICHOLAS I SCHULTZ

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G122106

The following licensee:

LICENSE# - G122106

SCE INC
101 SKYVIEW LANE
LABADIE MO 63055

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD4

Initial License Date:04/08/2019
License Print Date:04/08/2019
Expiration Date:10/31/2020

*** Group Number and Dollar Limitations: ***
The number after your 2-letter classification(s) above is your Group#
Group #1 - \$60,000 Group #3 - \$600,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited


Administrator

Qualifying Party(s): NICHOLAS I SCHULTZ

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Cowboyscranes.com 215 ST MARYS RD VILLA RIDGE MO 63089	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 10620068-5501 Contractor With LRF B100 DBAs: None Associated
EFFECTIVE 12/28/2017	EXPIRATION 11/30/2021

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

COWBOYSCRANES.COM
 215 ST MARYS RD
 VILLA RIDGE MO 63089

Please visit our web site at
www.dopl.utah.gov should you have any
 questions in the future.

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE		
EFFECTIVE DATE: 12/28/2017 EXPIRATION DATE: 11/30/2021		
ISSUED TO: Cowboyscranes.com 215 ST MARYS RD VILLA RIDGE MO 63089		
		
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)		
10620068-5501	Contractor With LRF	DBAs: None Associated
B100		

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
02-29-2020

NUMBER
2705165984

BOARD FOR CONTRACTORS
CLASS B CONTRACTOR
INVALID ON JOBS \$120,000 OR MORE
CLASSIFICATIONS CBC



SCE INC
COWBOYSCRANES COM INC
101 SKYVIEW LANE
LABADIE, MO 63055



Jay W. DeBow
Jay W. DeBow, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)
(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS B BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC
NUMBER: 2705165984 EXPIRES: 02-29-2020

SCE INC
COWBOYSCRANES COM INC
101 SKYVIEW LANE
LABADIE, MO 63055



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

SCE INC

Reg. CC SCEINI-839LH
UBI: 604-107-510

Registered as provided by law as:
Construction Contractor
(CC01) - GENERAL

Effective Date: 9/25/2017
Expiration Date: 9/26/2021

SCE INC
101 SKYVIEW LN
LABADIE, MO 63055

Nick Schultz
215 St. Marys RD
Villa Ridge, MO 63089
Nick@cowboyscranes.com
636-221-2347



EXPERIENCE: 15 plus years Designing, Surveying, Project Management, Operating, supervising hoisting, rigging, erection, and heavy civil projects

Certifications:

- AGC Contractor
- Amtrak Contractor
- BNSF RailSafe
- Erail Certified
- Metro Link Tier I, Tier II
- NASCLA
- OPSEC I
- TWIC
- Union Pacific Contractor
- First Aid
- Ameren Contractor
- Antiterrorism Awareness
- CDL Class A-TX
- MSHA Surface
- NCCER Mobile Hydraulic, Rough Terrain
- OSHA 30
- St. Louis County Contractor
- Third Class Aviation
- USCG BS&S
- CPR

Crane:

19,26,27,40,60 Ton Boom Truck, 35,55,80 Ton RT, 120, 250 Ton All Terrain

Education:

East Central Community College, Union, Missouri
University of Missouri-Rolla, Missouri

Nick Schultz Experience Verification

Heavy Equipment:

Skid steer, Backhoe, Excavator, Dozer, Roller, Grader, etc.

Program Knowledge:

- AutoCAD R13-14, 2000-2015/Civil 3D, Architectural DeskTop, Vault
- E2
- Microsoft Office Applications
- QuickBooks
- SMP
- Unigraphics

State Contractor Licenses:

- | | |
|--------------|-----------------|
| •Alabama | •New Mexico |
| •Arizona | •North Carolina |
| •Delaware | •Oregon |
| •Idaho | •South Carolina |
| •Louisiana | •Utah |
| •Mississippi | •Virginia |
| •Nebraska | •Washington |

Survey Instruments:

- | | |
|------------------------------------|-------------------------------|
| •Topcon GTS-312 Total Station | •Trimble NOMAD Data Collector |
| •Trimble S-6 Robotic Total Station | •TSC2 Data Collector |

Transportation Equipment:

- 3 and 4 Axle Tractors
- 8LL – 18x4aux SPD Transmission
- Flatbed, Double Drop, Slide Axle, Flip Tail, RGN w/ Stinger/Jeep, Stretch, Rear Steer Pole

Experience:

SCE, INC: 3 Years VP, Foreman, Operator
215 St Marys Rd, Villa Ridge, MO 63089
(636) 239-4000

Select Construction Enterprise: 2 Years Management, Operator, Foreman
2993 HWY 100, Villa Ridge, MO 63089
(636) 529-1108

Select Transport: 2 Years Logistics/Dispatch, Driver
18615 HWY 66, Pacific, MO 63069
(636) 271-4285

TMC: 15 Months Over the Road, Flatbed
6115 SW Leland Ave., Des Moines, Iowa 50321
(515) 287-6380

DACA Machine & Tool: 1 Year Quality Control, 2-d Machine Programming, 3-Axis Mill
7970 Hwy 94, Dutzow, Mo 63342
(636) 231-4200

Buescher Frankenberg Associates: 3 Years Draftsman/Designer and Survey Tech
103 Elm, Washington, MO 63090
(636) 239-4751

Nick Schultz Experience Verification

David Mason & Associates: 3 Years Draftsman/Designer and Survey Tech
800 S Vandeventer Ave, Saint Louis, MO 63110
(314) 534-1030

My representative project experience and duties include:

ATF Investigation Assistance:

- Bogey Hills Country Club, St. Charles, MO
- Loy Lange Box Factory, St. Louis, MO
- Valicor, St. Louis, MO

Aviation:

- FIS Concourse, East Terminal, Lambert St. Louis International Airport, St. Louis, Missouri; Field Measurements, Architectural CAD support, Spec Compliance
- ET-5 Baggage Handling, East Terminal, Lambert St. Louis International Airport, St. Louis, Missouri; Architectural CAD support, Spec Compliance
- North Fire Station, Lambert St. Louis International Airport, St. Louis, Missouri; Architectural CAD support, Spec Compliance
- South Fire Station, Lambert St. Louis International Airport, St. Louis, Missouri; Architectural CAD support, Spec Compliance

Bridge:

- Coordination and Erection of St. Roberts 200ft Pedestrian over Highway 44, St. Roberts, MO
- Demolition, Stake-Out, and Width Expansion of Hwy Y 135ft Bridge, Belle, MO
- Demolition, Stake-Out, and New Construction of S Hall St 50ft Bridge, Potosi, MO
- Demolition, Stake-Out, and New Construction of CR 412 75ft Bridge, Bonnots Mill, MO

Cellular

- Civil Buildout for ATT – Including 90 Sites TelCo ready in 2 Months, 250 Sites Total
- 911 Towers, Motorola; Design, Stake-Out, Construction of Numerous Sites and Towers, St. Louis, Missouri
- ATT Civil Buildout MOKANS District
- Decommission of USCellular St Louis Market
- Development of precast foundations to be used for Cellular Shelters and Generators

Commercial:

- Pinnacle Entertainment Offices, St. Louis, Missouri; Field measurements, Architectural CAD support
- Trans State Air Lines Offices, Lambert St. Louis International Airport, St. Louis, Missouri; Field measurements, preliminary design, Architectural CAD support
- Morgan Street Condominiums, St. Louis, Missouri; Structural CAD Support
- David Mason & Associates Office, David Mason & Associates, Chicago, Illinois; Architectural CAD Support
- Verizon Wireless Cell Tower, Washington, Missouri; Topographic Survey, Survey CAD
- Lowe's, Oak Grove, Missouri; Stake-out
- Lowe's, Bolivar, Missouri; Topographic Survey
- Lowe's, Springfield, Missouri; Civil CAD Support, Topographic Survey
- BestBuy, Washington, Missouri; Civil CAD Support, Stake-Out
- Phoenix Center II, Washington, Missouri; Civil CAD Support, Topographic Survey, Stake-out
- St. Albans Golf Course, Labadie, Missouri; Civil CAD Support, Topographic Survey, Stake-out
- Wal-Mart, Centerville, Iowa; Civil CAD Support

Nick Schultz Experience Verification

- Sam's, Mishawaka, Iowa; Civil CAD Support, Topographic Survey

Demolition:

- Fulton State Hospital Smoke Stack, Fulton, MO
- QUIKRETE Plant, Labadie, MO
- HallMark Concrete Plant, High Ridge, MO
- Breckenridge Concrete Plant, Brentwood, MO
- Washington University/Forest Park Ave Pedestrian Bridge

Educational:

- ADA upgrades, Southern Illinois University, Edwardsville, Illinois; Architectural CAD support, Spec Compliance
- Meramec Canopy Study, St. Louis Community College, St. Louis, Missouri; Review
- Wesley House Community Center, St. Louis, Missouri; Field measurements, Topographic Survey, Architectural CAD support

Entertainment:

- Elite Rodeo Athletes* Televised Productions, Load-In/Out, Pyrotechnics
- Championship Bull Riding*, Pyrotechnics
- Washington Memorial Day Fireworks, Pyrotechnics
- Stage Erections for such names as Metallica, Guns n Roses, Beyonce, Flying Wallendas, etc.

Heavy Haul:

- Oversized Relocations up to 21ft Wide, 18ft Tall, 100ft long

Institutional:

- Stratton Building, Springfield, Illinois; Façade study, Written Report
- Presbyterian Church, Washington, Missouri; Topographic Survey, Survey CAD Support

Manufacturing:

- Aerospace Industry – Performed various tasks including; Shipping, 3 and 4-Axis Operation, 2-D Programming, Quality and Final Inspection
- Machine Set-up and Relocation
- Design and build of Specialized Generators

Military:

- Building 4, Air Mobility Command Center, Scott Air Force Base, Mascoutah, Illinois; Architectural CAD support
- Fort Meyer Communications Building Alexandria, VA; Superintendent
- Fort Rucker Communications Building Enterprise, AL; Superintendent

Residential:

- Design, Framing, Truss Set

Storm, SWPP and Wastewater:

- Lemay Wastewater Treatment Plant, Metropolitan St. Louis Sewer District, (MSD), St. Louis, Missouri; Architectural CAD support
- Missouri River Wastewater Treatment Plant, MSD, St. Louis, Missouri; Architectural CAD support
- Upper Des Plaines Pump Station Rehabilitation, Water Reclamation District of Greater Chicago (MWRDGC), Chicago, Illinois; Architectural CAD support
- Capital Improvement and Replacement Plan, MSD, St. Louis, MO; Field Measurement
- Wal-Mart, Westwood Mall offsite Detention, Jackson, Michigan; Civil CAD Support

**Larry (Cowboy) Proemsey,
C.P., C.P.E., S.M.E.
215 St. Marys RD
Villa Ridge, MO 63089
cowboy@cowboyscranes.com
314-422-7541**



EXPERIENCE: Forty five plus years supervising hoisting, rigging, erection, and heavy civil projects.

Own and operated a full service taxi crane, hoisting, rigging, and heavy civil contracting company since 1993, serving the Midwest and national markets.

PROFESSIONAL: OSHA (Occupational Safety and Health Administration)

- OSHA 10 Hour Accredited
- OSHA 30 Hour Accredited
- OSHA 40 Hour Accredited

MSHA (Mine Safety and Health Administration)

- MSHA part 46 Accredited

DoD (Department of Defense)

- Level I Antiterrorism Awareness Certified
- OPSEC Awareness Certified

ATF (Bureau of Alcohol, Tobacco, Firearms and Explosives)

- Class A Federal Possessors License
- Indoor Close Proximity License
- Low Pressure Gas License

CPR/First Aid Trained

Certified Lift Director

MetroLink Tier 1

MetroLink Tier 2

Amtrak eRailsafe System Certified

BNSF eRailsafe System Certified

UP eRailsafe System Certified

West Virginia Certified Crane Operator Class A

NCCCO (National Commission for the Certification of Crane Operators)

- NCCCO Certified Mobile Crane Operator
- NCCCO Certified Tower Crane Operator
- NCCCO Certified Signal Person
- NCCCO Certified Rigger Level 1
- NCCCO Certified Rigger Level 2

NCCER (National Center for Construction Education and Research)

- NCCER Certified Mobile Hydraulic Crane Operator
- NCCER Certified Crawler Crane Operator
- NCCER Certified Lattice Boom Crane Operator
- NCCER Certified Telescopic Boom Crane Operator
- NCCER Certified Rough Terrain / All Terrain Crane Operator

NCCER Accredited C.P.E. (Crane Practical Examiner) For:

- Industrial / All Purpose Cranes
- Rough Terrain/All Terrain Crane Single Control Station Fixed Controls
- Rough Terrain/All Terrain Crane Single Control Station Rotating Controls Rubber
- Tire Truck Mount Crane Boom Truck-Telescopic Boom Fixed Controls Rubber Tire
- Truck Mount Crane Boom Truck-Telescopic Boom Rotating Controls Rubber Tire
- Truck Mount Crane Boom Truck-Articulating Boom Fixed Controls Rubber Tire

- Truck Mount Crane Boom Truck-Articulating Boom Rotating Controls Rubber Tire
- Truck Mount Crane Telescopic Boom All Terrain
- Rubber Tire Truck Mount Crane Lattice Boom Friction Machinery
- Rubber Tire Truck Mount Crane Lattice Boom Hydraulic Machinery
- Crawler Mount Crane Lattice Boom Friction Machinery
- Crawler Mount Crane Lattice Boom Hydraulic Machinery
- Crawler Mount Crane Telescopic Boom

NCCER Accredited Craft Instructor for:

- Core Curricula
- Mobile Crane Operation Level 1
- Mobile Crane Operation Level 2
- Mobile Crane Operation Level 3
- Rigging Basic
- Rigging Intermediate
- Rigging Advanced
- Signalperson
- Heavy Equipment Operation Level 1
- Heavy Equipment Operation Level 2
- Heavy Equipment Operation Level 3

NCCER S.M.E. (Subject Matter Expert) For:

- Mobile Crane Curriculum Level 1
- Mobile Crane Curriculum Level 2
- Mobile Crane Curriculum Level 3
- Tower Crane Curriculum
- Signal Person Curriculum
- Rigging Curriculum Basic
- Rigging Curriculum Intermediate
- Rigging Curriculum
- Advanced Overhead Crane Curriculum
- Heavy Equipment Operations Curriculum Level 1
- Heavy Equipment Operations Curriculum Level 2
- Heavy Equipment Operations Curriculum Level 3
- Tower Crane Operator Certification Exam Written
- Tower Crane Operator Certification Exam Practical
- Signal Person Certification Exam Written
- Signal Person Certification Exam Practical
- Mobile Crane Operator Certification Exam Written Class 1
- Mobile Crane Operator Certification Exam Practical Class 1
- Mobile Crane Operator Certification Exam Written Class 2
- Mobile Crane Operator Certification Exam Practical Class 2
- Mobile Crane Operator Certification Exam Written Class 3
- Mobile Crane Operator Certification Exam Practical Class 3
- Rigging Certification Exam Written for Basic
- Rigging Certification Exam Practical for Basic

- Rigging Certification Exam Written for Intermediate
- Rigging Certification Exam Practical for Intermediate
- Rigging Certification Exam Written for Advanced
- Rigging Certification Exam Practical for Advanced

NCCER Accredited Proctor (For all written Exams)

PUBLICATIONS: ABC (Associated Builders and Contractors) Construction Industry Crane Safety Summit Report June 2009

NCCER's

- Mobile Crane Operations Level One
- Mobile Crane Operations Level Two
- Mobile Crane Operations Level Three
- Tower Crane Operator
- Rigging Fundamentals
- Signal Person
- Basic Rigging
- Intermediate Rigging
- Advanced Rigging
- Heavy Equipment Operations Level One
- Heavy Equipment Operations Level Two
- Heavy Equipment Operations Level Three

EXPERT WITNESS: Expert witness for accident investigations, crane and rigging accidents, OSHA and MSHA

Incident investigations, trial prep., witness depositions, site evaluations, and trial testimony.

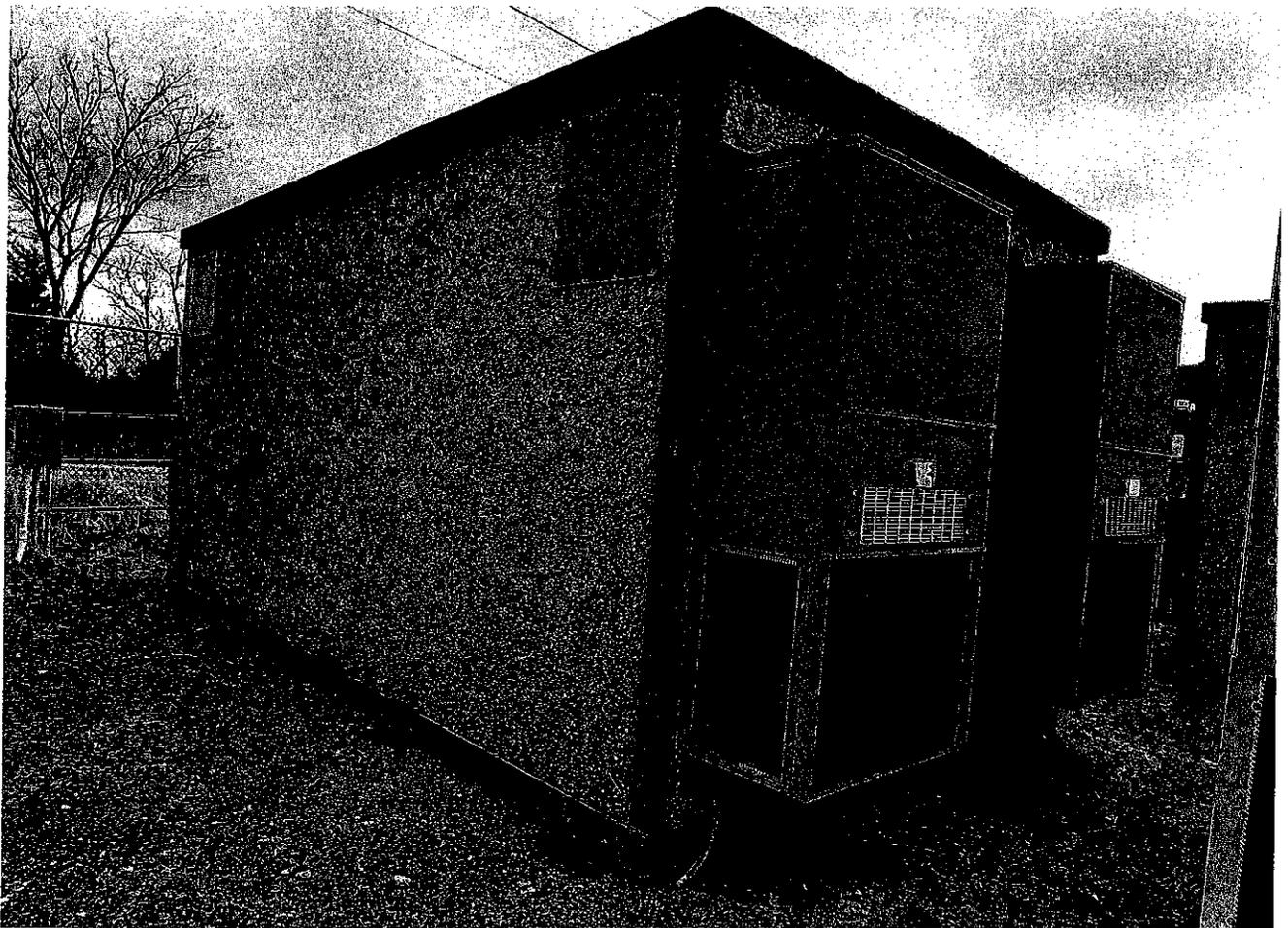
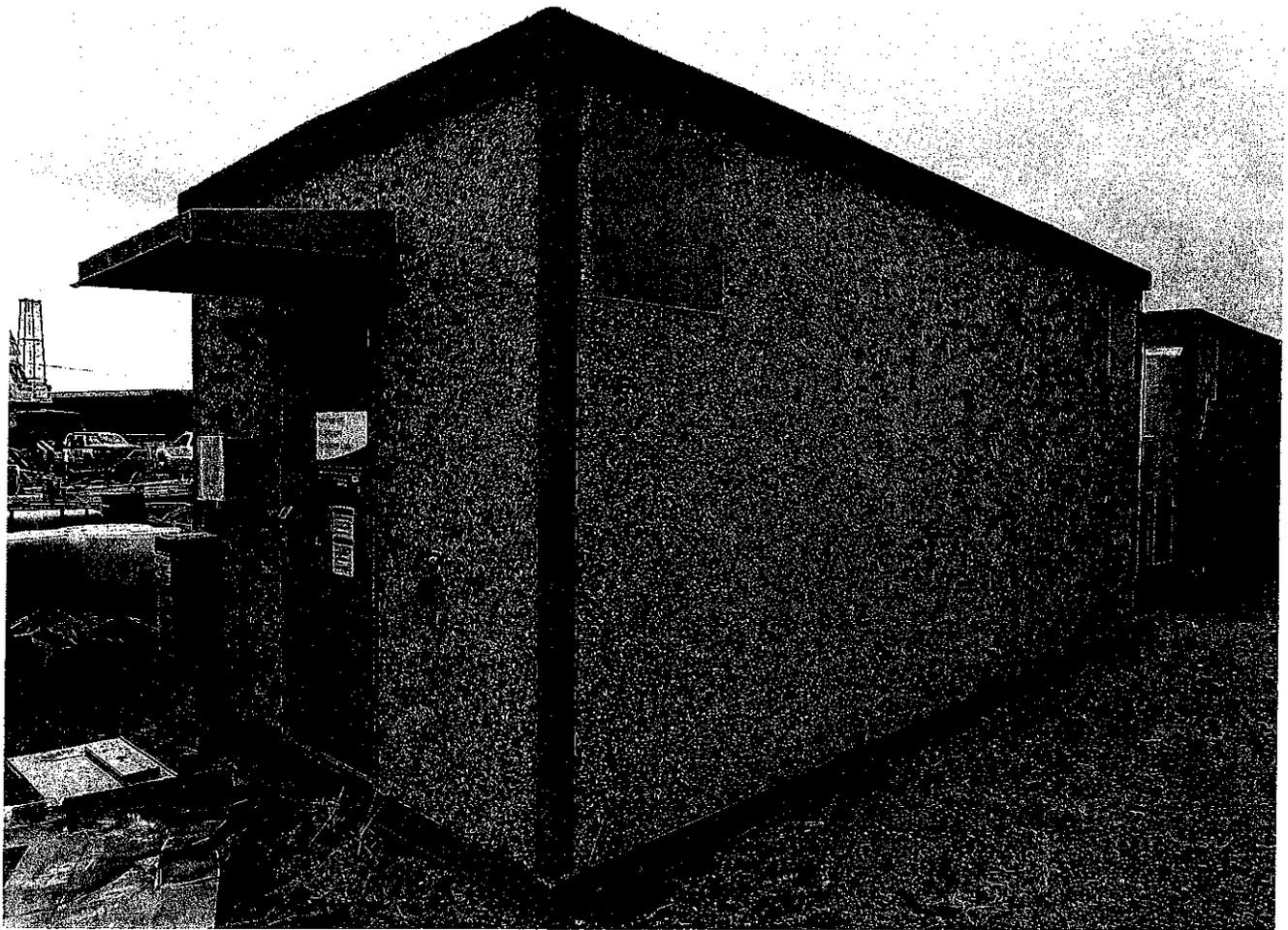
AFFILIATIONS: Associated Builders and Contractors Heart of America Chapter (ABC)

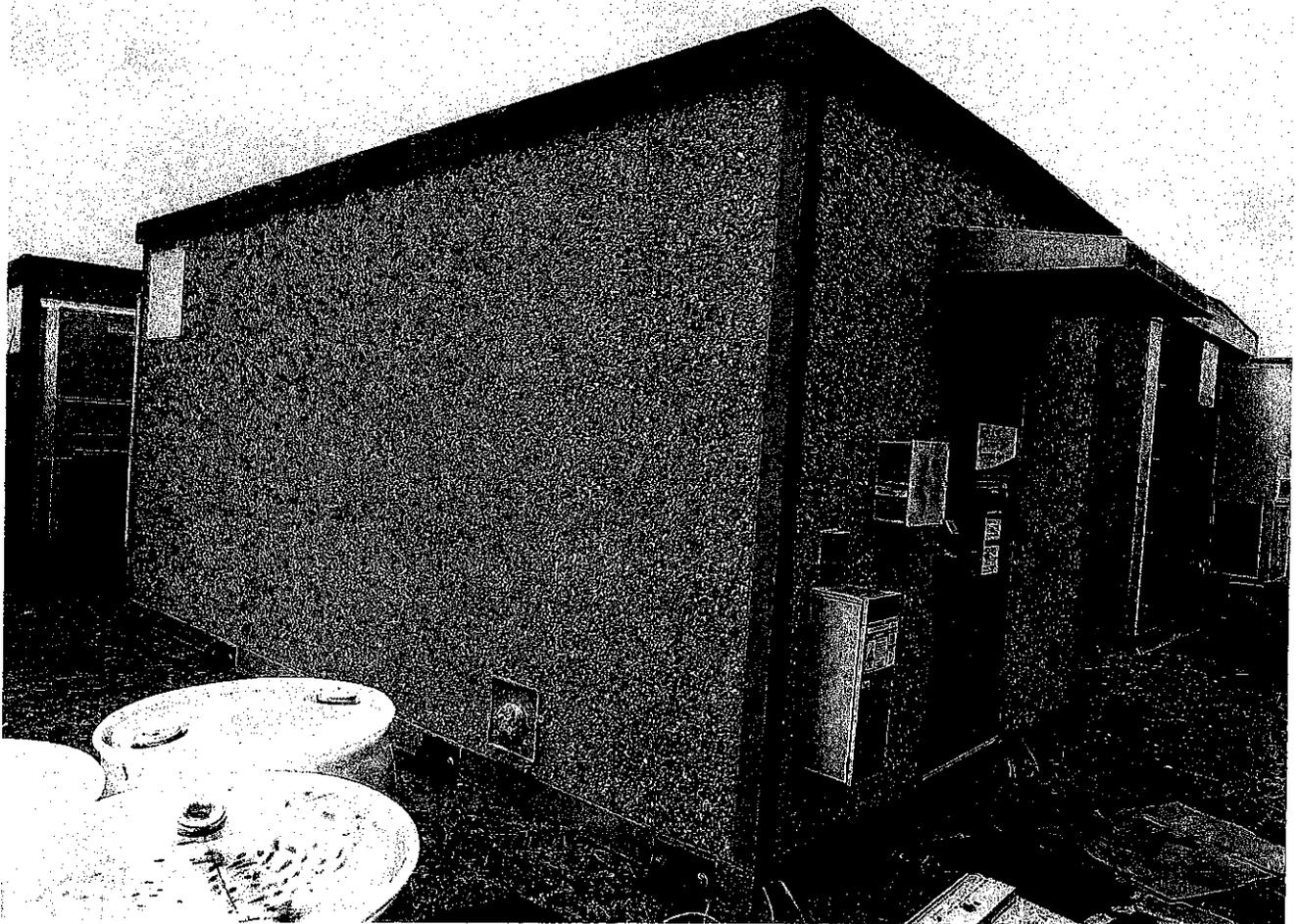
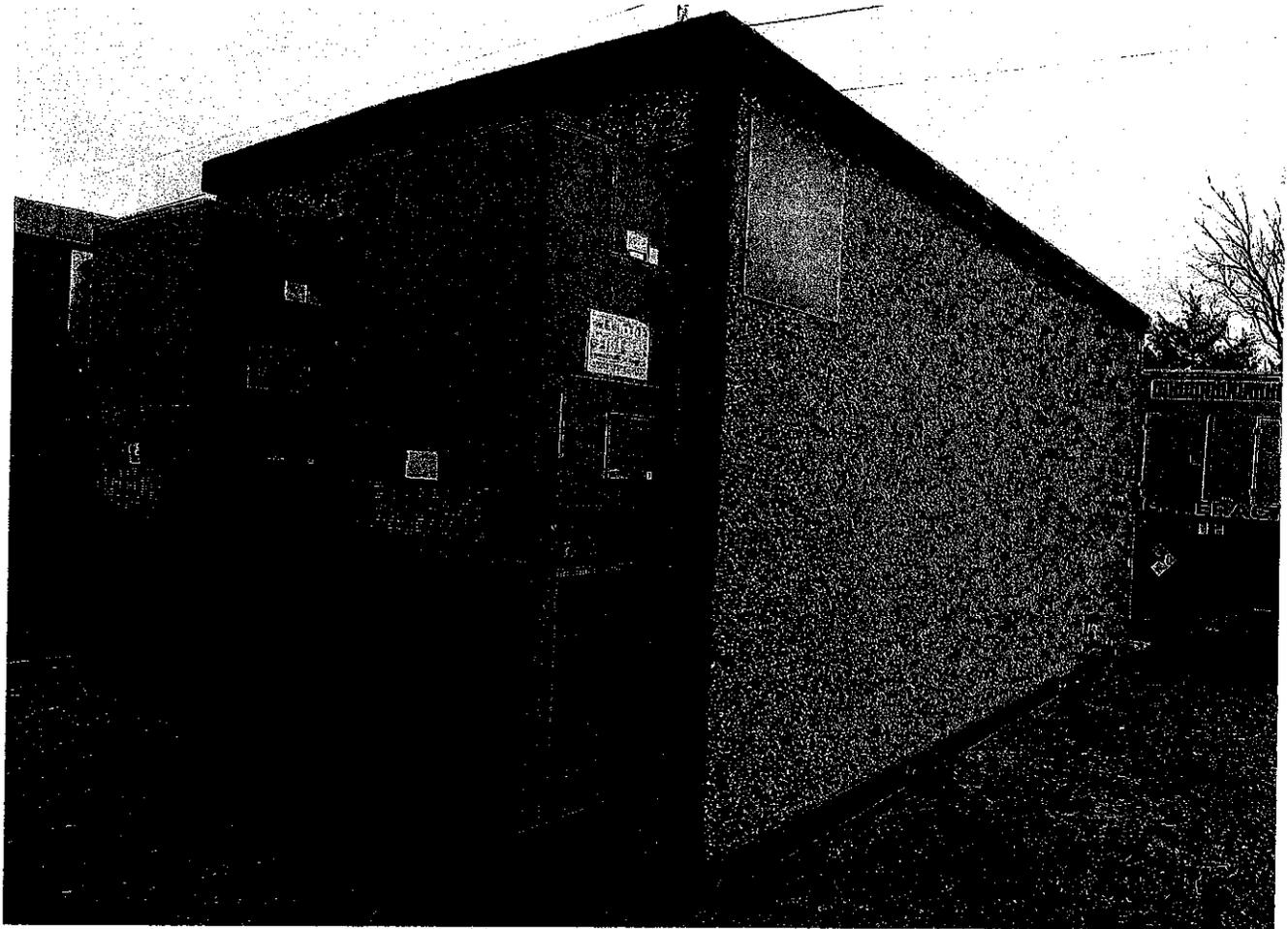
Specialized Crane and Riggers Association (SC&RA)

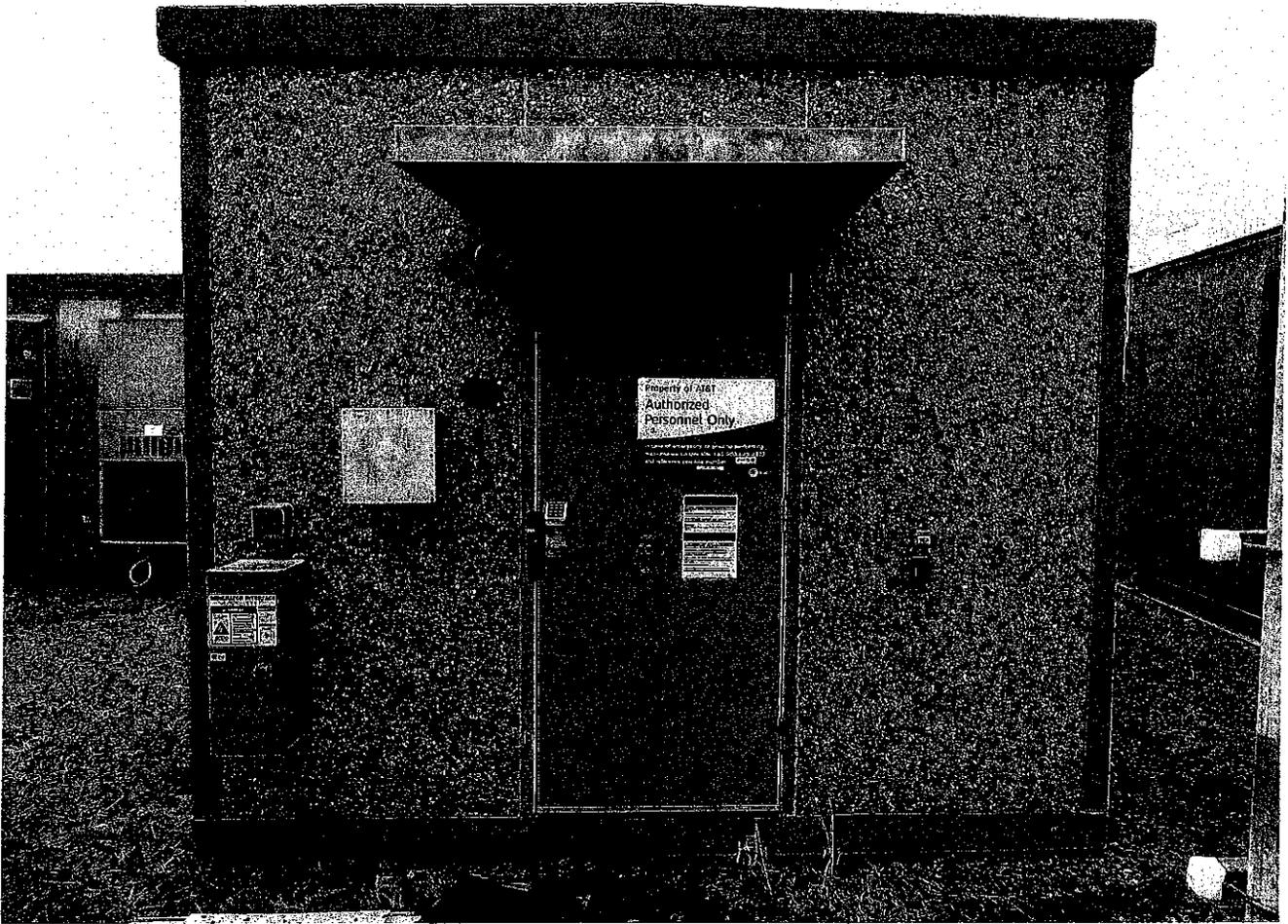
National Association of Tower Erectors (NATE)

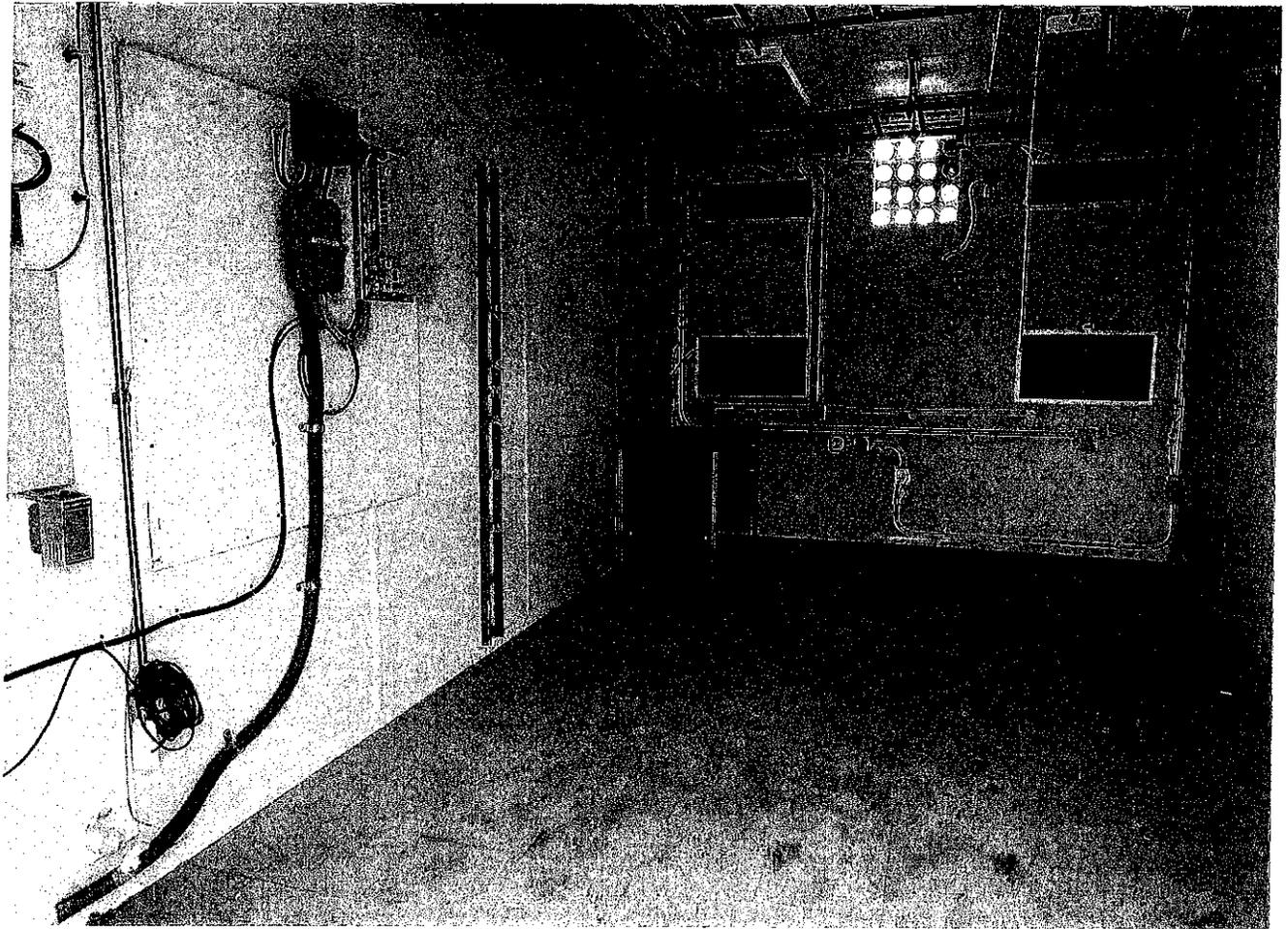
National Commission for the Certification of Crane Operators (NCCCO)

National Center for Construction Education and Research (NCCER)











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEC Insurance Inc 308 Noonan Drive Pacific MO 63069		CONTACT NAME: Jill Politte PHONE (A/C, No, Ext): (636) 271-2481 E-MAIL ADDRESS: jillp@necins.com		FAX (A/C, No): (636) 271-6956	
INSURED SCE Inc, DBA: Cowboy's Cranes.com 101 Skyview Lane Labadie MO 63055		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Evanston Insurance Company		35378	
		INSURER B: Auto Owners Insurance Co		18988	
		INSURER C: Arch Specialty Insurance Co		21199	
		INSURER D: Missouri Employers Mutual		10191	
		INSURER E: Travelers Prop. Cas. Co. of America		25674	
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1982309507 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MKLV3PBC000413	08/30/2019	08/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5137391200	08/30/2019	08/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		UXP1033002-00	08/09/2019	08/09/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MEM2027956-01	08/30/2019	08/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Riggers Liability Installation prop/scheduled equipment		QT-660-9J332413-TIL-19	08/30/2019	08/30/2020	Limit \$1,000,000 \$5000 ded Limit \$1,000,000 \$2500 ded \$5,515,000 limit equip \$2500/2% ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners are named as additional insured for general liability and auto liability with respect to work performed by named insured only when this additional insured coverage is required by a signed contract between the insured and additional insured.

CERTIFICATE HOLDER		CANCELLATION	
Franklin County 400 E Locust Street Room 206 Union MO 63084		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SCE, Inc.

2 Business name/disregarded entity name, if different from above
Cowboyscranes.com

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
101 Skyview Lane

6 City, state, and ZIP code
Labadie, MO 63055

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

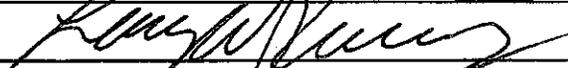
Social security number								
			-					
or								
Employer identification number								
4	3		-	1	6	4	7	1 2 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1-14-2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SCE, Inc. Company Profile

To whom it may concern,

SCE, Inc. DBA: Cowboys Cranes.Com has been in business 26+ years performing Construction, Demolition, Crane Service, and Heavy/Specialized Hauling for the United States Government, Department of Defense, MODOT, and the Commercial/Private Sector. This includes work all over the Continental United States building radio and communication towers, communication sites, water towers, bridges, and Federal Government projects. SCE, Inc. holds multiple State and Local Contractor Licenses for: Alabama, Arizona, Delaware, Idaho, Louisiana, Mississippi, Nebraska, New Mexico, North Carolina, Oregon, South Carolina, Utah, Virginia, and Washington.

SCE, Inc. currently has 26 employees and is rapidly growing our staff, operating out of 3 yards located in Franklin County, Missouri totaling 36+ acres with loading and unloading capabilities. We maintain and operate a transport and equipment fleet with assets in excess of \$25,000,000.

Please don't hesitate to contact our references and look over our attached Contractor Licenses and Resumes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Proemsey', written in a cursive style.

Larry "Cowboy" Proemsey



SCE, Inc. Company References

Code USA

James Gillen - General Manager

(248) 890-8455

Multiple Communication Sites – Communication Shelters, Radio and Communication Towers, Foundations, Sitework

Reinhold Electric

Chris Reinhold - General Manager

(314) 574-9357

Multiple Communication Sites – Communication Shelters, Radio and Communication Towers, Foundations, Sitework

Select Construction Enterprises, LLC

Roger Vance - General Manager

(636) 671-2244

Multiple Communication Sites – Communication Shelters, Radio and Communication Towers, Foundations, Sitework

Allcom Global Services

Casey Kennedy - Director, Infrastructure Services and Construction

(817) 894-0011

Multiple Communication Sites – Communication Shelters, Communication Towers/Metal Structures, Foundations, Sitework



SCE, Inc. Timeline of Completion

SCE, Inc. will complete the Cellular Building Structure project within 30 days after Notice to Proceed. This timeline is weather dependent.

Sincerely,

Larry "Cowboy" Proemsey

A handwritten signature in black ink, appearing to read 'Larry Proemsey', is written over the printed name.

FRANKLIN COUNTY

Missouri

powered by  VendorRegistry

Franklin County Solicitation



Solicitation Request: Cellular Building Structure

Deadline: 1/21/2020 2:00 PM (Central Standard Time)

Status: Open

Solicitation Number: 201952

Description: Franklin County is soliciting bids from qualified vendors to provide a Cellular Building Structure.

Pre-Solicitation Meeting Date: 1/8/2020 1:00 PM (Central Standard Time)

Pre-Solicitation Meeting Details: Mandatory Vendor Site Visit, site location 11206 Mine Road, Sullivan, Missouri 63080.

Documents:

- RFB 201952.pdf

All Additions

Posted: 1/10/2020

Type of Addition: Addendum

Overview:

Addendum #1 contains:

- Attachment 2 Photos
- Q & A
- Updated Bid with additions

Deadline: 1/17/2020 2:00:00 PM (Central Standard Time)

Solicitation #: 201952

Documents:

- 201952 Q & A.pdf
- 201952 Cellular Building Structure Addendum #1.pdf
- 201952 Attachment Photos.pdf

Posted: 1/17/2020

Type of Addition: Addendum

Overview: Extending deadline to Tuesday January 21, 2020 at 2 pm due to inclement weather.

Deadline: 1/21/2020 2:00:00 PM (Central Standard Time)

Solicitation #: 201952

Clarify electrical connection to Building:

Electric for new building will be pulled from the utility pole where meter 155 261 503 from Crawford Electric Coop. Franklin County will Coordinate with Crawford Electric Coop to get meter and junction at acceptable functioning condition or install new service. Electric to feed into Automatic Transfer Switch (provided by County if not equipped in building), then to Building panel. Service must be 200amp. Electrical work should be buried as opposed to areal.

Debris on Property:

Included in the Building Demo/Removal/Haul Off is debris removal from the immediate area surrounding the tower and building.

Fencing:

Installing or Demolition of Fencing is outside of the scope of this bid.

Grounding Inspection:

Grounding must be inspected by County Radio Vendor for acceptance. Contact will be given to awarded vendor to discuss prior to.

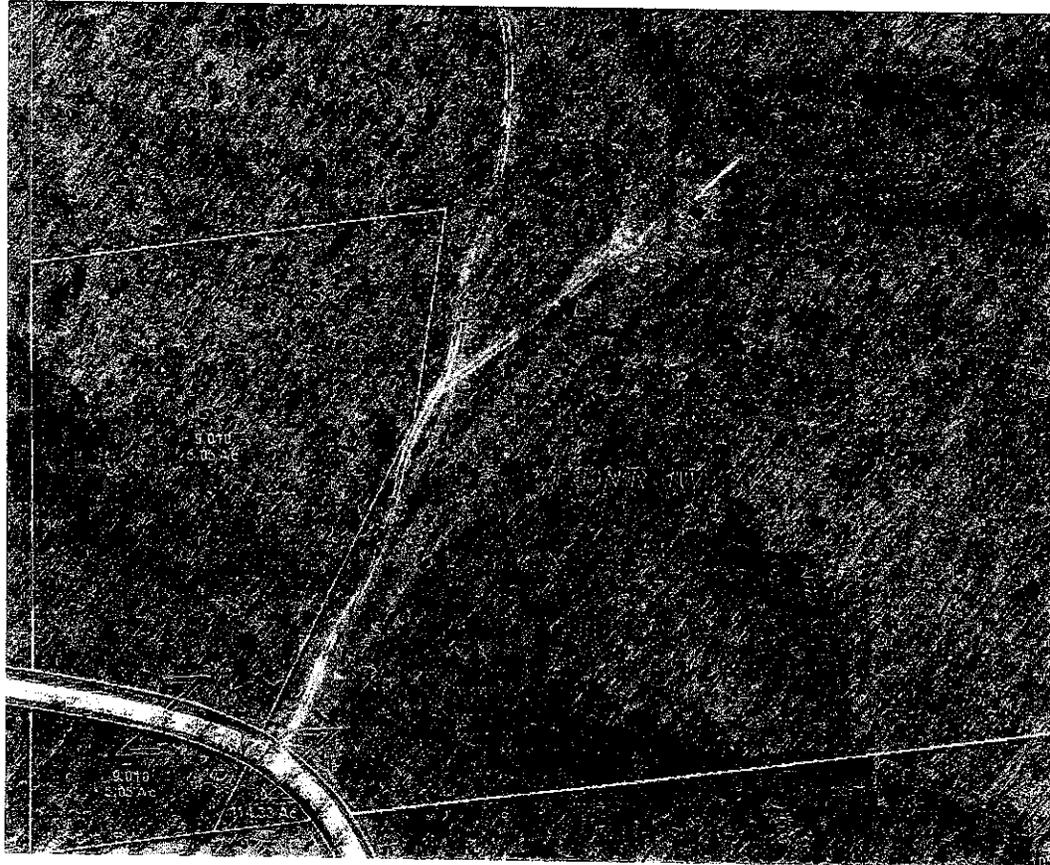
Trimming of trees:

Path clearing for haul in/out is acceptable including trimming of limbs, branches, trees.

Gravel and Road Work:

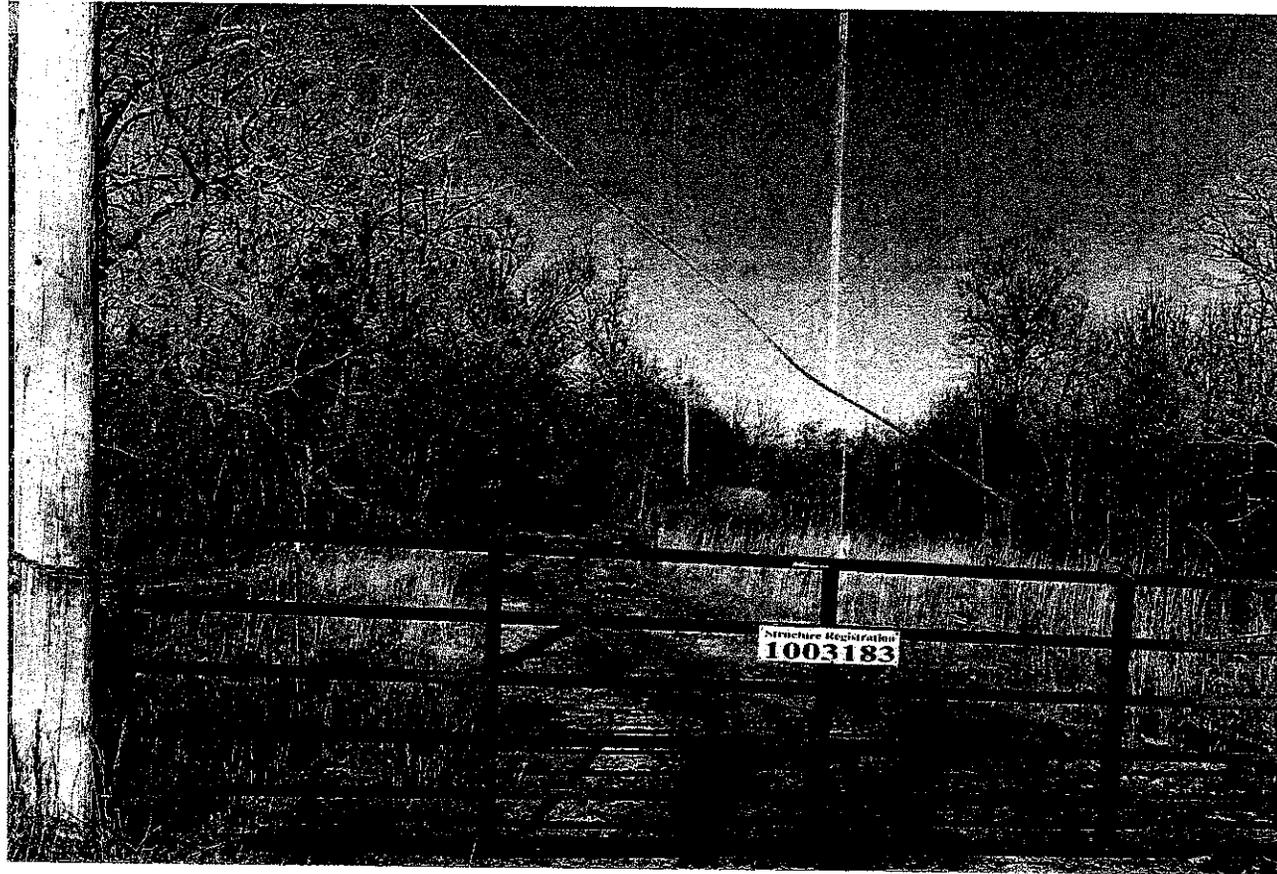
Gravel and road work up to and around the tower site should be included in the bid and would be limited to that which is reasonably required for the scope of this bid.

Attachment 2: Photo Pack

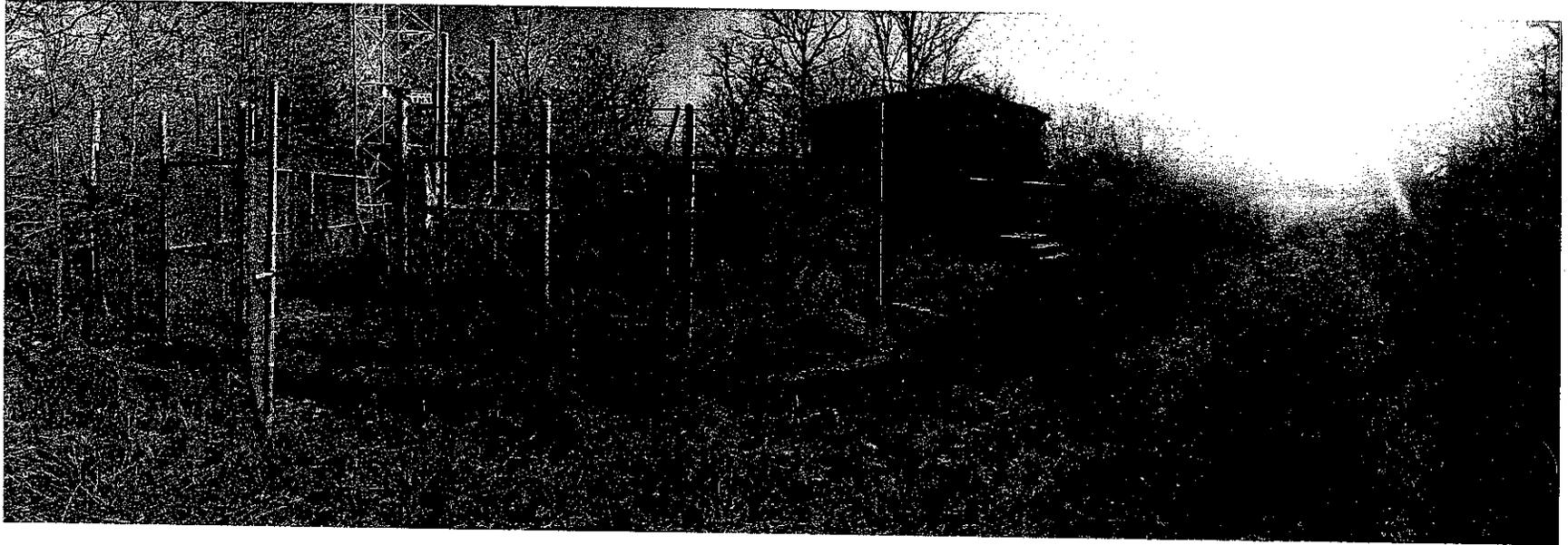


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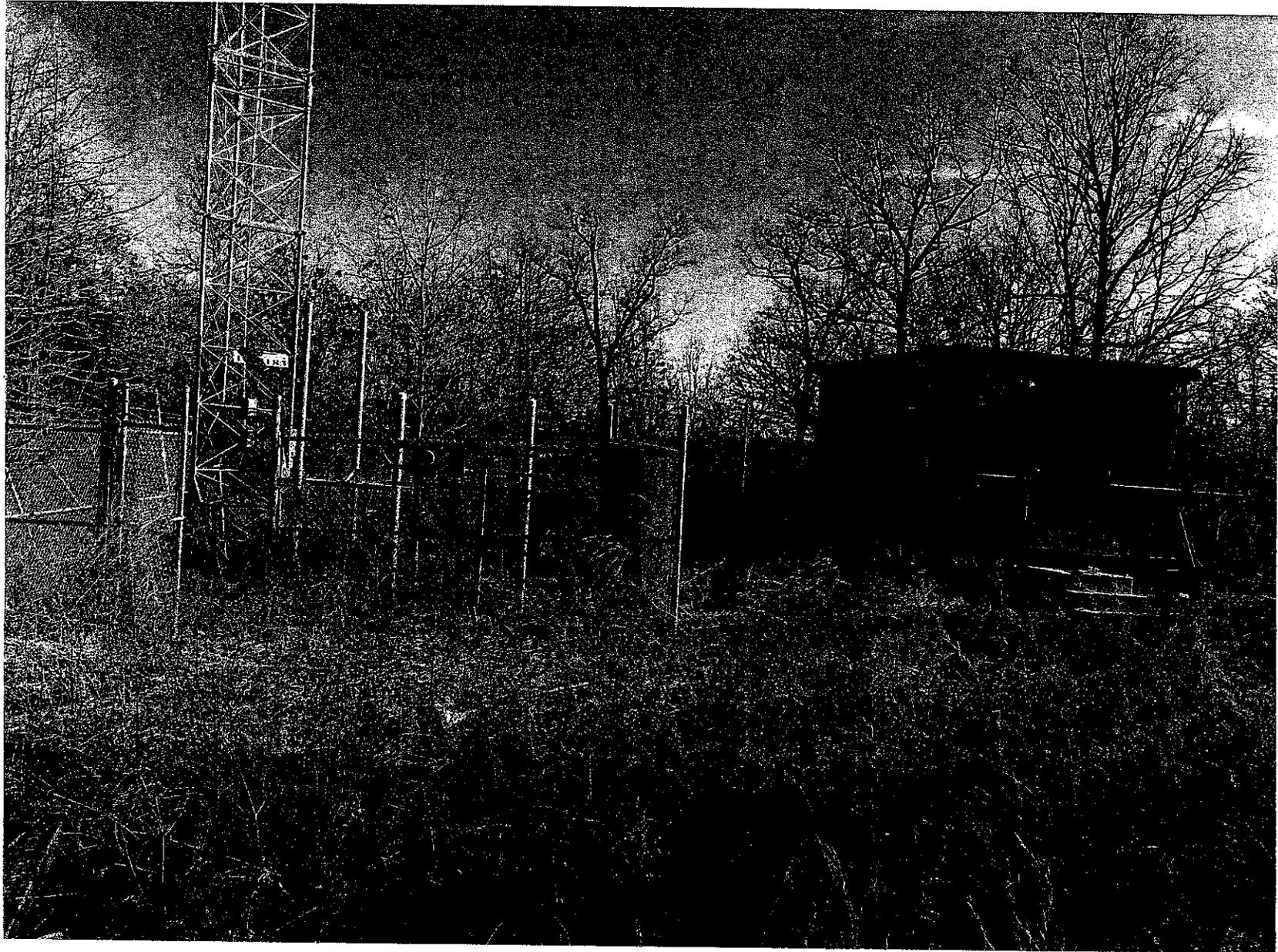
Attachment 2: Photo Pack



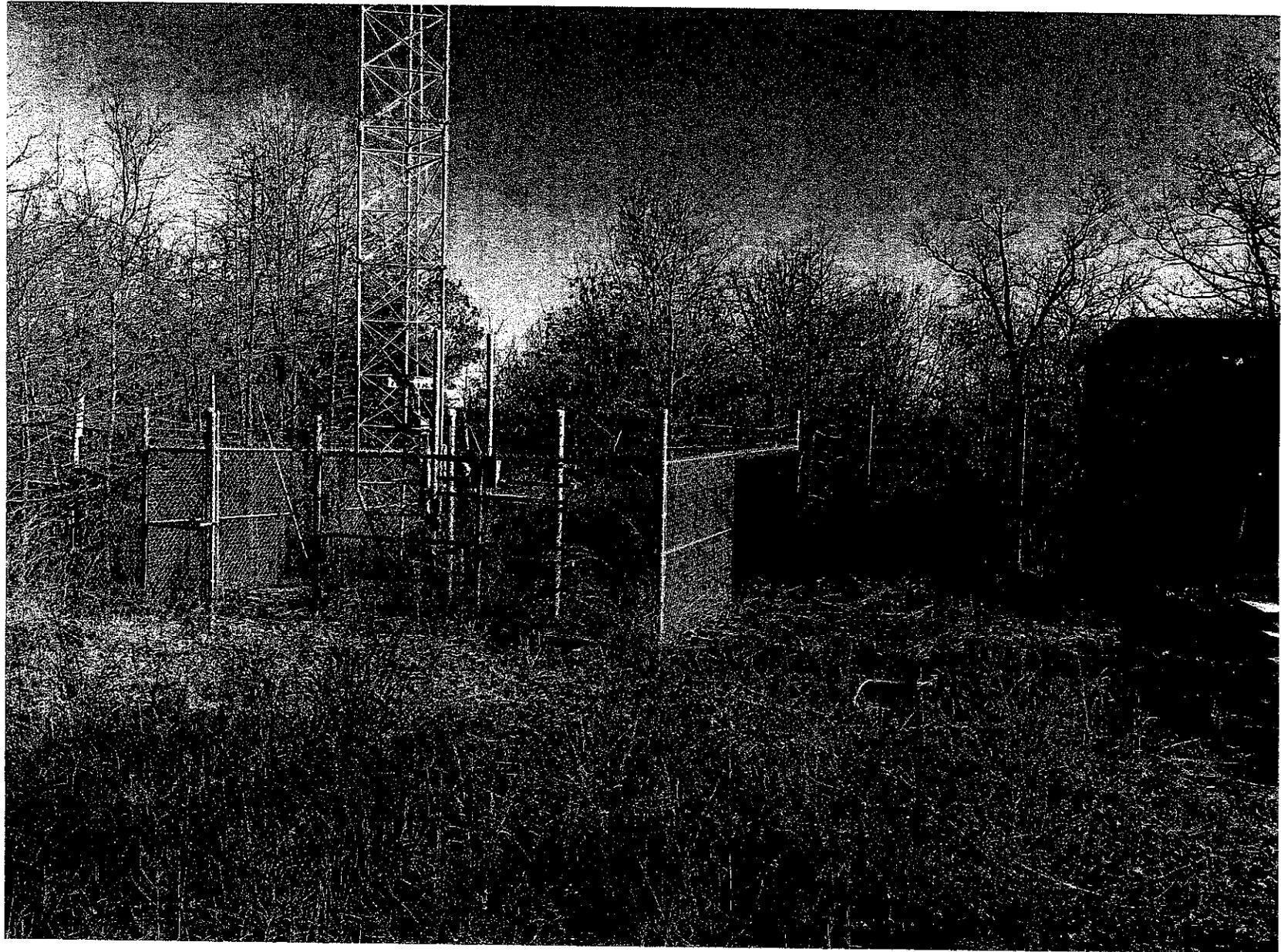
Attachment 2: Photo Pack



Attachment 2: Photo Pack



Attachment 2: Photo Pack

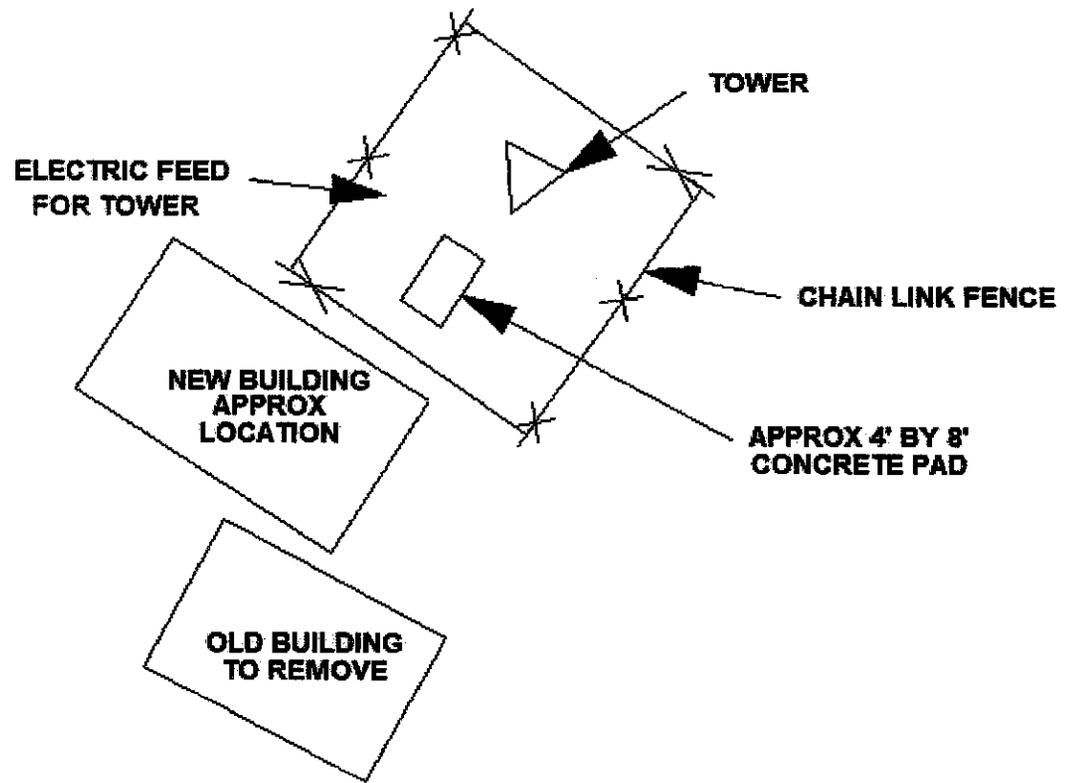


Attachment 2: Photo Pack



1.2

ADDENDUM IN RED



ELECTRIC FEED FOR BUILDING →



FRANKLIN COUNTY
PURCHASING DEPARTMENT

January 28, 2020

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

RE: RFB 201952 Cellular Building Structure

Dear Commissioners:

On January 21, 2019 the Purchasing Department opened bids for a Cellular Building Structure. One response was received from SCE, Inc. DBA Cowboys Cranes. Following review and discussion with the Emergency Management Director, the Purchasing Department hereby submits recommendation to award the bid to SCE, Inc. DBA Cowboys Cranes as submitted. The pricing sheet it attached.

Respectfully,

Ann Struttmann
Purchasing Agent, Franklin County

PRICING FORM

201952 Cellular Building Structure

REQUIRED PRICING

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

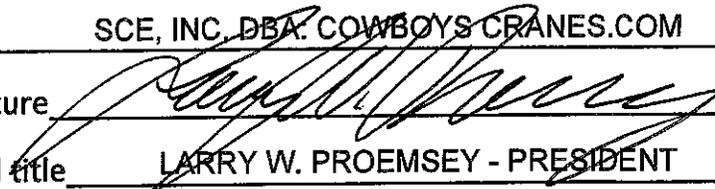
Building Size: 11' 5" W X 20' L **Year/Brand:** 2003 FIBREBOND CORPORATION

**Bidders may submit multiple pricing sheets for different sizes of buildings.*

Color photos of the entire building interior and exterior must be submitted with each building/pricing form. Photos must document any blemishes or exceptions.

Building	
Width <u>11' 5" ' by Length <u>20' ' Shelter Good Condition</u></u>	\$ <u>9,000.00</u>
Includes Transfer Switch	
Concrete Foundation (to include all costs)	
Width <u>11' 5" ' by Length <u>20' ' Pad Construction Price</u></u>	\$ <u>11,500.00</u>
Includes Electrical Work	
Transportation and Set up	\$ <u>5,500.00</u>
 Total	 \$ <u>26,000.00</u>
 Unit price per cubic yard of rock removal if encountered	 \$ <u>42.50</u>
Unit price per cubic yard of rock additional if required (include hauling and placement)	\$ <u>56.00</u>
Demolition and removal of current building structure	\$ <u>2,400.00</u>
Gravel and Road work	\$ <u>3,600.00</u>

Company Name SCE, INC. DBA. COWBOYS CRANES.COM

Authorized Signature 

Printed name and title LARRY W. PROEMSEY - PRESIDENT



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

RFB NO: #201952

TITLE: Cellular Building Structure

Solicitation Schedule & Deadlines:

December 27, 2019	Solicitation Release/Advertising Date
January 8, 2020 1:00PM	Mandatory Vendor Site Visit
January 9, 2020 4:30PM	Deadline for Submitting Questions
January 10, 2020 4:30PM	Deadline to post Addendum
January 17, 2020 2:00PM	Deadline to Submit Response
January 17, 2020 2:30PM	Opening Date Time

**Responses must be received no later than "Deadline to Submit Response"
January 17, 2019 2:00PM**

Ann Struttmann, Purchasing Agent

Shakara Bray, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

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

****In the event of inclement weather, contact purchasing at the phone number above.***

Company Name: SCE, INC. DBA: COWBOYS CRANES.COM

SUBMISSION CHECKLIST

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

I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

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

USE THESE FORMS ONLY

Solicitation Cover page

Contractual Terms and Conditions Acknowledgement

Pricing Form completed and signed

I have one original and two copies that are labeled accordingly

I have included contact information

COI (Certificate of Insurance)

Envelope is sealed and label attached

Affidavit for Work Authorization is completed and Notarized

Current, signed W-9 is included in solicitation packet

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

GENERAL INFORMATION

Franklin County, Missouri desires to acquire one (1) pre-owned (good condition) Cellular Building Structure for use in its public safety radio system located at 11206 Mine Road, Sullivan, Missouri 63080. The County's preference is that the awarded Contractor will provide a shelter that has been formerly used for this application, typically from within the wireless industry, and which will already be furnished and outfitted with equipment and hardware required by and useful to the County.

DEFINITIONS

Good condition: Shelter has been maintained in previous service with regular preventative maintenance performed. Exterior walls and concrete roof are not in need of repair. Metals on shelter are free of rust and are not in need of repair. Flooring is in good order with no missing tiles. Interior is clean and free of damage. Walls are free of damage. HVAC units are clean and well maintained.

SCHEDULE

The anticipated schedule for the cellular building structure is immediately upon award of this RFB. Procurement of a building is paramount followed immediately by engineering of the foundation system, permitting of structure, and installation of foundations. All work needs to be complete prior to March 2020.

SCOPE OF WORK:

- Furnish pre-owned cellular building structure
- Provide all transport and hoisting for setting structure
- Provide any site work required for transport and hoisting for structure
- Furnish and install all foundations for structure including excavation, reinforcing steel, and concrete. Include winter weather protection as needed. Foundation should be at least 8" above existing grade
- Install a concrete 'stoop' or 'landing' outside of the door to the shelter, serving as a landing, approximately 4' by 6'
- Contractor to mount structure to foundation.
- Furnish all required permits, i.e.: Washington County, Missouri
- Provide structural drawings sealed by a licensed engineer in the State of Missouri

- Coordinate and install all foundation/conduit sleeves for new electrical paths and future electrical paths
- Furnish and install complete grounding systems for structure. Grounding to be connected by others to existing tower ground field grounding must meet Motorola R56-2016 specifications.
- Demo/remove/haul-off existing building structure (BID ALTERNATE)
- Furnish and install all power and low voltage and misc. electrical connections between the new structure, the existing tower, and the existing Electrical Feed in order to provide a fully functioning system.
- Provide all testing and commissioning
- The County may require gravel and road work for passenger vehicle access to the site.

Potential contractors must attend a site visit scheduled for January 8th, 2020 at 1:00 PM at site location 11206 Mine Road, Sullivan, Missouri 63080, to review transport path, accessibility, etc. Awarded contractor will develop a site logistics plan to install structure and coordinate/review said logistics plan with the Owner.

Shelter Requirements:

- Desired nominal size is 12' in width (short walls) and 20' in length (long walls). Other sizes may be bid with a minimum dimension being 9' in width and 16' in length.
- Nominal 8' to 9' interior height is desired
- Contractor may offer alternate with similar sized shelters that may be suitable for the County.
- The connection for the cable entry panels is preferred to be on the long end of the structure and should be to a 'high mount' position.
- The door for the structure may either be on the long end or short end of the structure.
- Shelter should be of cement-based rigid panel or cast assembly style. Metal or wood frame construction shelters are unacceptable. The shelter should have the following provisions:
 - Full height nominal 3'-0" wide metal entry door that can be tightly secured, with locking mechanism and key provided.
 - Factory provided and reinforced openings for air conditioners, cable entry panels, electrical service entry, generator service entry
 - Factory provided tie-down attachment/anchor points

- Contractor to furnish shelter lifting eyes for lifting off truck onto foundation.
- Contractor to furnish tie-down attachment plates/brackets for connection between shelter anchor points and foundation.
- Redundant Two wall-mount Air Conditioner units, typ. Bard/Marv Air 3-5 Ton each, tested and determined to be operational before shipment
- Nominal 120/240 VAC single phase 200 amp electrical service panel
- Typical complement of interior overhead lighting and outlet receptacles
- Typical complement of overhead raceway components and hardware
- Typical complement of electrical circuit wiring and HVAC control wiring

Additional Services

Expectation of the County is that all components integral to the structure are fully functioning and operational upon arrival to the site. Contractor to provide an unconditional guarantee against defect of all workmanship, all equipment, and material for a period of one year from date of acceptance by the County.

SPECIFIC REQUIREMENTS:

1. A Company profile which should indicate the number of years in business, number of employees, certifications and licenses held, resumes of key personnel, and experience performing installation of cellular tower structures (including contact information).
2. Price per square foot may be used to determine winning bid should county deem necessary.
3. Site visit to the proposed building is required. See dates above.
4. Bidders may submit multiple pricing sheets for different sizes of buildings.
5. Color photos of the entire building interior and exterior must be submitted with each building/pricing form. Photos must document any blemishes or exceptions.
6. Contractor shall include:
 - a. Copy of their current Certificate of Insurance (COI) indicating at least \$3,000,000 professional liability aggregate \$1,000,000 per occurrence.
 - b. Employers Liability and Workers Compensation \$500,00
 - c. Commercial General Liability \$3,000,000 aggregate, \$1,000,000 per occurrence
 - d. Business Auto Liability \$3,000,000 aggregate, \$1,000,000 per occurrence
7. List of Contractor's proposed subcontractors, i.e.: crane service, hauling contractor, electrician, etc.
8. It is county expectation that contractor and any subcontractors will hold appropriate licenses/certifications for trade.
9. Contractor to provide approximate time line from awarding of contract to completion of project.

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

INSURANCE REQUIREMENTS

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
 - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
 - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
 1. Premises – Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
 - C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:
 1. Owned Automobiles
 2. Hired Automobiles
 3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".

2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

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

<http://www.franklinmo.org>

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



Vendor/Contractor Signature

01-14-2020

Date

LARRY W. PROEMSEY - PRESIDENT

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now LARRY W. PROEMSEY (Name of Business Entity Authorized Representative)
as PRESIDENT (Position/Title)

first being duly sworn on my oath, affirm SCE, INC. DBA: COWBOYS CRANES.COM (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to BID/CONTRACT (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that SCE, INC. DBA: COWBOYS CRANES.COM (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to BID/CONTRACT (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

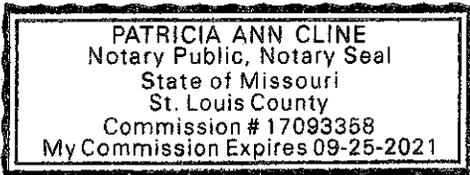
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Larry W. Proemsey LARRY W. PROEMSEY
Authorized Representative's Signature Printed Name
PRESIDENT 01-14-2020
Title Date

Subscribed and sworn to before me this 14 of January 2020. I am
Patricia Ann Cline Day Month, Year

commissioned as a notary public within the County of St. Louis, State of Missouri and my commission expires on Date 9/25/2021

Patricia Ann Cline 1/14/2020
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

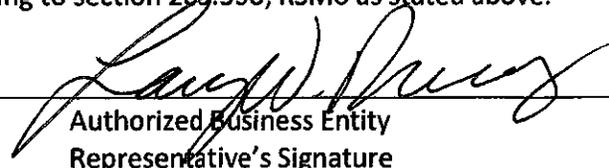
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that SCE, INC. DBA: COWBOYS CRANES.COM (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

LARRY W. PROEMSEY - PRESIDENT

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

SCE, INC. DBA: COWBOYSCRANES.COM

01-14-2020

Business Entity Name

Date

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

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

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

201952 Cellular Building Structure

REQUIRED PRICING

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

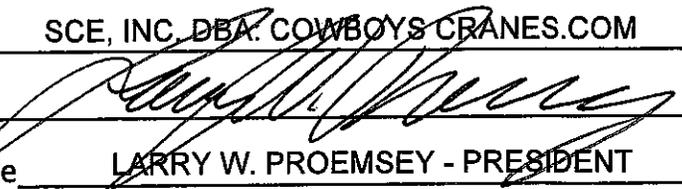
Building Size: 11' 5" W X 20' L Year/Brand: 2003 FIBREBOND CORPORATION

**Bidders may submit multiple pricing sheets for different sizes of buildings.*

Color photos of the entire building interior and exterior must be submitted with each building/pricing form. Photos must document any blemishes or exceptions.

Building	
Width <u>11' 5" ' by Length <u>20' ' Shelter Good Condition</u></u>	\$ <u>9,000.00</u>
Includes Transfer Switch	
Concrete Foundation (to include all costs)	
Width <u>11' 5" ' by Length <u>20' ' Pad Construction Price</u></u>	\$ <u>11,500.00</u>
Includes Electrical Work	
Transportation and Set up	\$ <u>5,500.00</u>
Total	\$ <u>26,000.00</u>
Unit price per cubic yard of rock removal if encountered	\$ <u>42.50</u>
Unit price per cubic yard of rock additional if required (include hauling and placement)	\$ <u>56.00</u>
Demolition and removal of current building structure	\$ <u>2,400.00</u>
Gravel and Road work	\$ <u>3,600.00</u>

Company Name SCE, INC. DBA. COWBOYS CRANES.COM

Authorized Signature 

Printed name and title LARRY W. PROEMSEY - PRESIDENT

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

VENDOR INFORMATION

Company Name SCE, INC. DBA: COWBOYS CRANES.COM

Mailing Address 101 SKYVIEW LANE

LABADIE, MO 63055

Phone number (636) 239-4000

Contact Name LARRY W. PROEMSEY

Contact Name Title PRESIDENT

Email Address TIM@COWBOYSCRANES.COM

ATTACHMENT 1

SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 201952 DATE: January 17, 2020 2:00PM

DESCRIPTION: Cellular Building Structure

Vendor Name: SCE, INC. DBA: COWBOYS CRANES.COM

Vendor Address: 101 SKYVIEW LANE, LABADIE, MO 63055



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Proposal

**IN THE MATTER OF APPROVING A GRANT
APPLICATION FOR CONGESTION MITIGATION &
AIR QUALITY IMPROVEMENT PROGRAM (CMAQ)**

WHEREAS, on Tuesday January 14, 2020 a Proposal submitted by Cochran Engineering was approved to provide professional engineering services to include Grant Application Services for the HWY 47 Roundabout Project; and

WHEREAS, an analysis of the HWY 47 Roundabout Project, also known as the Union Expressway, shows this Roundabout will alleviate current congestion through the urban section; and

WHEREAS, Cochran Engineering provided a Grant Application from CMAQ (Congestion Mitigation & Air Quality Improvement Program) to Franklin County for the Financial certification of matching funds in the amount of \$660,003.00; and

WHEREAS, Franklin County qualifies to participate in such Grant Program, and in order to participate in such program it is necessary to submit an application to East-West Gateway, a copy of said application being attached hereto.

IT IS HEREBY ORDERED by the Franklin County Commission that permission is granted to apply for the subject grant, and that the Presiding Commissioner is authorized to execute said grant on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Commission Order, and a fully executed copy of the Grant Application be provided to East-West Gateway; Cochran Engineering; Ann Struttmann, Purchasing Director; and the Franklin County Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Project Application Form

CMAQ

Congestion Mitigation & Air Quality Improvement Program

2020 Call for Projects

For the St. Louis Region

Sponsoring Agency: Franklin County

Project Title: Hwy 47 Roundabout

Federal Amount Requested: 1,318,912

Applications Due: February 13, 2020 by 4:00 pm



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

November 8, 2019

CONGESTION MITIGATION & AIR QUALITY IMPROVEMENT PROGRAM (CMAQ)
PROJECT APPLICATION FORM

Please refer to the CMAQ Project Development Workbook for more information on the program requirements, available funding, and scoring process. The CMAQ Project Development Workbook and supplement materials are available on the East-West Gateway Council of Governments (EWG) [CMAQ Call for Projects](#) web page.

The call for projects begins **November 8, 2019** and ends on **February 13, 2020** at 4:00 pm. Applications received after the deadline will not be accepted. Submit the completed application and necessary attachments electronically to EWG at cmaq@ewgateway.org. Save the electronic copy as a PDF file using the following format: 2020CMAQ_[Sponsor]_[Project Name].pdf. Please submit one application per email. Electronic copies can also be delivered on a CD or USB drive. You will receive an email confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application, contact EWG staff.

Project sponsors must also submit one (1) hard copy (including attachments) to:

East-West Gateway Council of Governments
Attention: Transportation Planning Department – CMAQ
Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

The hard copy must be delivered to EWG or postmarked by the deadline. The information provided in this application is public record.

Project sponsors wanting feedback on applications may submit a preliminary copy by **January 8, 2020** to EWG at cmaq@ewgateway.org. EWG staff will review the applications submitted and will return comments by email by **January 22, 2020**. If a preliminary application is submitted for feedback, a final application must still be submitted by **February 13, 2020**.

CONTACT INFORMATION

Jason Lange, TIP Coordinator
East-West Gateway Council of Governments
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451
Phone MO: (314) 421-4220
Phone IL: (618) 274-2750
E-mail: cmaq@ewgateway.org

CMAQ Call for Projects web page: <https://www.ewgateway.org/transportation-planning/transportation-improvement-program/competitive-transportation-programs/call-for-projects-cmaq/>

PROJECT CHECKLIST AND SUBMITTAL REQUIREMENTS

The evaluation and scoring of all projects will be based on the answers provided in the application and the attachments submitted.

The materials should be submitted in the following order.

Project Application:

- Project application fee** – ½ of one percent of federal funds requested. Make checks payable to “East-West Gateway Council of Governments” or “EWGCOG.”
- Completed CMAQ application**
- Required signatures** – Notification of Title VI & Nondiscrimination Requirements, Financial Certification of Matching Funds, Person of Responsible Charge Certification, Right-of-Way Acquisition Certification Statement (Missouri only), Policy on Reasonable Progress Certification (Missouri only).

Attachment A:

- Project location map** – depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly show the project’s overall location. Provide on an 8 ½ x 11 page.
- Detailed cost estimate** – use Estimate of Project Costs excel file provided by EWG.
- Letter of permission from facility owner** – provide if sponsor does not own roadway.
- Letter of support from match source** – provide if individual, business, other local public agency, or other third-party is providing matching funds.
- Coordination letter(s)** – provide if sponsor requires coordination with other agencies to implement the project (e.g., MoDOT, IDOT, Bi-State Development).

Attachment B:

- Photographs** – attach photo(s) of the current roadway.
- Typical section** – show details of before and after roadway improvements.
- CMAQdata spreadsheet** – required for project evaluation.
- Traffic engineering analysis** – required for roadway projects.

Attachment C: (optional)

- Documentation of an approved or adopted plan, ordinance, and/or policy that supports the project** – do not attach entire plan documents, only include the necessary pages.
- Letters of support** – endorsements or petitions from associations, boards, school districts, citizens, businesses, etc. Only attach letters of support that pertain to specific project.
- Documentation of public involvement process** – public meeting minutes, newspaper clippings, press announcements, etc.

Attachment D:

- Operations and maintenance** – use Operations and Maintenance Form provided by EWG. Only submit one per sponsor.
- ITS architecture consistency** – submit ITS Architecture Project Consistency Statement Form provided by EWG if project includes ITS elements or modifies existing ITS.

SUBMITTAL TYPE (CHECK ONE):

- Preliminary application (for comments) – Due **January 8, 2020**
- Final application – Due **February 13, 2020**

SPONSOR INFORMATION

Sponsoring agency:	Franklin County						
Secondary sponsor agency (if applicable):							
Chief Elected Official/Chief Executive Director:							
Name:	Tim Brinker			Title:	Presiding Commissioner		
Street address:	400 East Locust						
City:	Union	State:	MO	County:	Franklin	ZIP code:	63084
Project contact:							
Name:	Tim Brinker			Title:	Presiding Commissioner		
Agency:	Franklin County						
Street address:	400 East Locust						
City:	Union	State:	MO	County:	Franklin	ZIP code:	63084
Phone Number:	636-583-6360			E-mail address:	tbrinker@franklinmo.net		
Application contact:							
Name:	David Christensen, P.E.			Phone Number:	314-220-7016		
E-mail address:	david@cochraneng.com						

PROJECT INFORMATION

Project title:	Hwy 47 Roundabout Project					
Project status:	<input checked="" type="checkbox"/> New project <input type="checkbox"/> Continuation of STP-S/CMAQ/TAP project <input type="checkbox"/> Add to existing non-federally funded project			Is this application request for a piece of a larger project (phase) or the entire length of project? <input type="checkbox"/> Phase <input checked="" type="checkbox"/> Full project		
If project is a continuation of another project that was previously programmed in the TIP, provide TIP ID # of existing project and also explain this relationship: This project is not a continuation of another project that was previously programmed in the TIP.						
If this project is a phase of a full project, how many phases are left to complete the project? Briefly explain each phase (i.e., project limits and general improvements): This project is a full project, but directly related to the City of Union's STP application for the Union Expressway project.						
Has your agency previously competed for funds for this specific project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
If yes, when?						
Does this project touch MoDOT or IDOT right-of-way or involve a MoDOT or IDOT roadway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Does the sponsoring agency own and maintain this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If no, a letter of support for this project is required from the facility owner.</i>						
If no, who owns the facility? MoDOT						

ROADWAY INFORMATION				
Name of street or facility to be improved:	Hwy 47			
Project length (miles):	0.2 miles			
Project limits – north/west reference point, cross street, or intersection:	Hwy 47 and Old County Farm Road			
Project limits – south/east reference point, cross street, or intersection:	Hwy 47 and Old County Farm Road			
Federal functional classification of road (per EWG) ¹ :	Principal Arterial			
	CURRENT:		PROPOSED (Year of Construction):	
Traffic volumes (AADT):	22,124	Year: 2017	23,000	Year: 2023
Speed limit of street:	45		45	
Number of through lanes (both directions):	2		2	
Number of turn lanes:	1			
Two-way left turn lanes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Typical lane width:	12		12	
Outside lane width:	12		12	
Shoulder width:	6		6	
On-street parking allowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Curb and gutter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks?	<input type="checkbox"/> One side <input type="checkbox"/> Both sides <input checked="" type="checkbox"/> None		<input type="checkbox"/> One side <input type="checkbox"/> Both sides <input checked="" type="checkbox"/> None	
Sidewalk width:				
Existing sidewalk surface condition ² :	<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input checked="" type="checkbox"/> None		n/a	
Sidewalk/roadway separation width:				
On-road bicycle facility ³ ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
On-road bicycle facility width:				
Shared-use path/sidepath?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Shared-use path/sidepath width:				

¹ EWG Functional Classification maps: www.ewgateway.org/FuncClass.

² **Poor**: the sidewalk has deep cracking and buckling, poor drainage, or a bulging surface (due to tree roots). Impassable to mobility impaired pedestrians. **Fair**: the sidewalk contains cracks or an uneven and distressed surface. Hinders mobility of the average pedestrian. **Good**: the sidewalk is free from significant cracking, buckling, or gravel surfaces. Unlikely to hinder mobility of the average pedestrian. **Excellent**: the sidewalk is in like new condition and contains no cracking or buckling. Does not hinder mobility of the average pedestrian. **None**: no sidewalk is present

³ On-road bicycle facility includes: bike lanes (separated, buffered, and standard). Shared-lane markings (sharrows) and share the road signage are not bicycle facilities. View EWG Bicycle Planning Guide for a description of bicycle facilities: https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide_June2018.pdf.

LAND ACQUISITION INFORMATION

Status of right-of-way acquisition (all properties, permanent and/or temporary easements, Temporary Slope Construction License (TSCL), and other rights-of-way):

- All acquired or none needed
 In process
 Not started

If applicable, list the number of parcels to be acquired (all properties, permanent and/or temporary easements, TSCL, and other rights-of-way):

Two parcels

If any residential or commercial displacements are anticipated, give details on how many and if they are residential and/or commercial:

None

Right-of-way acquisition by: City

Right-of-way condemnation by: N/A

Will the project traverse any public property, such as a public park that has used federal funds (e.g., Land and Water Conservation Funds) in the past?

- Yes No Unknown

UTILITY COORDINATION

Note: Project sponsor must coordinate with utilities prior to construction.

Will the project require the relocation of any utilities?

- Yes No

If yes, check the appropriate box to select the type of utility. Then give the names of the utility companies.

<input checked="" type="checkbox"/> Electric	AmerenUE
<input checked="" type="checkbox"/> Phone	AT&T
<input checked="" type="checkbox"/> Gas	Spire
<input checked="" type="checkbox"/> Water	City
<input checked="" type="checkbox"/> Cable TV	Charter
<input checked="" type="checkbox"/> Storm sewer	City
<input checked="" type="checkbox"/> Sanitary sewer	City
<input type="checkbox"/>	
<input type="checkbox"/>	

Give details concerning potential utility conflicts, problems, or issues:

Since we are rebuilding the intersection, we do expect to meet with some utility conflicts. Therefore, we will contact the utility companies in the very early stages of design to ascertain their facility locations and then after the preliminary layout of the roundabout is designed, we will identify areas that need utility relocation.

Utility coordination completed by: Consultant

Designed by: Consultant

Inspected by: Consultant

RAILROAD COORDINATION

Does the project traverse any property owned by a railroad?

Yes No

Is there a railroad within 500' of project limits?

Yes No

Name of railroad:

Number of crossings impacted:

Are the crossings active?

Yes No

Width of crossing:

What is the crossing type?

- Timber
 Rubberized
 Asphalt
 Concrete
 Other

Describe other:

PROJECT MAINTENANCE

List any regular maintenance tasks anticipated over the next 25 years:

Snow plowing, pavement crack filling, and pavement striping.

Estimated annual cost to maintain facility and funding source:

\$500/year, performed by MoDOT

AMERICANS WITH DISABILITIES ACT

Under the 1990 Americans with Disabilities Act (ADA), Title II requires public entities with more than 50 employees to complete a self-evaluation and create an effective ADA transition plan⁴.

Does your local public agency have more than 50 employees?

Yes No

If yes, does your agency have an adopted ADA transition plan?

Yes No

If your agency has an ADA transition plan, when was it adopted?

February 28, 2017

If ADA transition plan is not adopted, when is it expected to be adopted?

⁴ FHWA Questions and Answers about ADA/Section 504: https://www.fhwa.dot.gov/civilrights/programs/ada_sect504qa.cfm.

PROJECT DESCRIPTION

Define the **scope** and **specific elements** of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible.

In November 2018, the Lochmueller Group submitted their "Final Report for the Route 47 Corridor Study," project scope extending from Washington to St. Clair. The study focused on evaluating existing and forecasted conditions along the study corridor and determining the need for improvements that could be incorporated to serve the future needs while improving safety for all road users. The analysis included transportation facilities conditions, traffic flow trends, traffic operational conditions, traffic safety, and access management practices along the study corridor. The corridor was divided into three sections: the North Rural Section, the Urban Section, and South Rural Section. The urban section of the study lies between Independence Drive and US 50 within the City of Union. MoDOT daily traffic count volumes along this section are over 22,000 vehicles per day. To alleviate current congestion through the urban section, seven long-term alignment options were evaluated and scored based on operational, safety, environmental, economic, and cost performance measures. Concepts #5 and #6 scored the highest on the selection matrix, see page 70 of the report. Earlier this year, the City of Union hired Cochran Engineering to perform a design study for further analyze both concepts. Elements of the design study included: topographic survey, ROW, utilities, flood plain, LOS calculations, horizontal and vertical alignments, cross sections of future roadway and bridge, and cost estimates. Based on the findings and conclusions of the Design Study, the City of Union and Franklin County have entered into an Intergovernmental Agreement to pursue federal funds to fund and construct Concept 6. The City has named this new alignment the Union Expressway and earlier this year, requested EWG to designate this alignment as a "Planned" roadway functional classification as a Minor Arterial. The new Expressway will need to connect to Hwy 47 at Old County Farm Road. We are proposing this connection as a dual lane roundabout (see attached exhibits). Using the modeling software Vissim, a roundabout analysis was performed and the results showed that the proposed roundabout will operate at a (LOS) A during both the future 2040 AM and PM peak hours, see attached Queue Delay and Length tables. Delay improvements - the Lochmueller Report showed the following current average intersection delays: 1) Hwy 47 at E. Main Street Intersection - existing peak hours (AM @ LOS E, PM @ LOS D); 2) Hwy 47 at Hwy 50 intersection - existing peak hours (AM @ LOS B, PM @ LOS C). Concept 6 would result in the following intersection improvements: 1) Hwy 47 at E. Main Street Intersection - future peak hours (AM @ LOS C, PM @ LOS B); 2) Hwy 47 at Hwy 50 intersection - future peak hours (AM @ LOS A, PM @ LOS A). More specifically, the report showed the following Hwy 47 SB movements (AADT = 10,725): 1) SB Hwy 47 at Old County Farm Road (existing AM and PM peak hours @ LOS F); 2) SB Hwy 47 at E. Main Street (existing AM and PM peak hours @ LOS F); 3) SB Hwy 47 at Hwy 50 (existing AM peak hour @ LOS D, and PM peak hour @ LOS C). The Lochmueller Report shows that Concept 6 would result in the following intersection improvements: 1) SB Hwy 47 at E. Main Street (AM peak hour @ LOS C, PM peak hour @ LOS B); 2) SB Hwy 47 at Hwy 50 (AM peak hour @ LOS B, and PM peak hour @ LOS C). This project has received overwhelming community support over the past two years during the development of the study and final decision to pursue federal funds to help make this project happen. The City and County have entered into an Intergovernmental Agreement to fund split the local share. The plan was developed using a process of engaging the public and key stakeholders through several means, including: 1) multiple meetings with the Hwy 47 Corridor Steering Committee; 2) an initial public open house in Union on January 11, 2018; 3) a public on line survey that revealed numerous pertinent results, regarding safety - 55% of the respondents ranked the intersection of MO47 and US 50 (west) as most unsafe, followed by E. Main Street (45%) and Old County Farm Road (45%), this project will reduce Additional information about the delays can be seen in the attached report prepared by Lochmueller Group. In conclusion, Concept 6 will significantly improve the LOS of all of the intersections along the Hwy 47 corridor and the Roundabout will operate at LOS A.

PROJECT DEVELOPMENT SCHEDULE

Note: many stages can occur concurrently.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2020	10/2020	1
Execute agreement (project sponsor and DOT)	11/2020	02/2021	3
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE-2, etc.)	11/2020	06/2021	7
Public meeting/hearing	07/2021	07/2021	1
Develop and submit preliminary plans	11/2020	02/2021	3
Preliminary plans approved	03/2021	06/2021	3
Develop and submit right-of-way plans	06/2021	06/2021	1
Review and approval of right-of-way plans	07/2021	10/2021	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	11/2021	01/2022	2
Right-of-way acquisition	02/2022	08/2022	6
Utility coordination	05/2021	05/2022	12
Develop and submit PS&E	12/2021	08/2022	8
District approval of PS&E/advertise for bids*	09/2022	12/2022	3
Submit and receive bids for review and approval	01/2023	04/2023	3
Project implementation/construction	04/2023	12/2023	8

* Finish date must match fiscal year for each milestone shown in bold text.

FINANCIAL PLAN

Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool marketing & vanpool acquisition activities may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.

Activity ⁵	Starting Federal Fiscal Year ⁶	Total Phase Cost	CMAQ Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2021	\$ 169,864	\$ 0	\$ 169,864	100.00%
Right-of-Way	FY 2022	\$ 50,000	\$ 0	\$ 50,000	100.00%
Construction Engineering	FY 2023	\$ 110,411	\$ 0	\$ 110,411	100.00%
Construction / Implementation	FY 2023	\$ 1,648,640	\$ 1,318,912	\$ 329,728	20.00%
TOTAL PROJECT COST		\$ 1,978,915	\$ 1,318,912	\$ 660,003	33.35%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			Franklin County Capital Improvement Fund		

⁵ Illinois: preliminary engineering funds are available in FY 2021, right-of-way in FY 2021 or 2022, and construction/construction engineering in FY 2022 or FY 2023. Missouri: preliminary engineering funds are available in FY 2021, right-of-way in FY 2021 or FY 2022, and construction/construction engineering in FY 2022 (\$1 million or less federal) or FY 2023.

⁶ Fiscal years are federal fiscal years (October 1 through September 30).

PROJECT TYPE

Check the box below that describes the primary benefit of the proposed improvement. More information can be found in **Appendix A** of the CMAQ Project Development Workbook.

Transit:

- System startup
- Transfer center
- Vehicle replacement
- New vehicle
- Park-and-ride facilities
- Other (specify):

Diesel retrofits:

- Diesel engine replacement
- Installation of after treatment hardware
- Other (specify):

Traffic flow improvements:

- Traffic signal interconnect
- Traffic signal replacement
- New traffic signal(s)
- Signal controller upgrades
- Intersection improvements
- Roundabout
- Other (specify):

Rideshare:

- Rideshare marketing
- Vanpool/carpool program
- Vanpool vehicle acquisition
- Park-and-ride facilities
- Reverse commute program
- Other (specify):

Bicycle and pedestrian:

- Bicycle parking improvements
- Bicycle lanes
- Shared use path
- Sidewalk
- Other (specify):

Inspection maintenance program (I-M)/other:

- Alternative fuel project
- Enhanced I-M program
- Mechanic training program
- Transit information/marketing
- Educational program
- Other (specify):

EMISSIONS DATA

Attach all applicable data identified in the CMAQdata spreadsheet (found on the [CMAQ Call for Projects](#) web page) for the type of project selected above. Provide all information from the area of primary benefit. A traffic engineering analysis is required for roadway projects. Please contact EWG staff if any of the information requested is unclear or unavailable or if there are any questions concerning applicability. Failure to include the required data will result in rejection of the project application. Additional project data may be submitted and is encouraged. EWG staff will calculate the emissions reductions. Contact EWG staff by January 23, 2020 if the CMAQdata spreadsheet does not include the proposed project type.

NOTIFICATION OF TITLE VI & NONDISCRIMINATION REQUIREMENTS

Title VI

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.*
- B. All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, Part 21: *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.*

As part of federal requirements, a recipient of funds from DOT must ensure that it has written policies and procedures in place to ensure nondiscrimination in its programs, up to and including, developing a Title VI Plan.

Nondiscrimination

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act.*
- B. The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations, including:
 - 1. 41 CFR Part 60 – *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.*
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
 - 1. 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA).*
 - 2. 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.*
 - 3. 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.*
 - 4. 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services.*
 - 5. 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.*
 - 6. 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped.*
 - 7. 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.*
 - 8. 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled.*
 - 9. 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards.*

- 10. 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*.
- 11. Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.
- E. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations at 49 CFR Part 90 – *Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*.
- F. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission 29 CFR Part 1625—*Age Discrimination in Employment Act*.
- G. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
- H. Executive Order 12898—*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*.
- I. Executive Order 13166 – *Improving Access to Services for Persons with Limited English Proficiency*, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vol. 70 No. 74087—*DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Person*.

By submitting its application as part of the TIP process and signing below, the Project Sponsor certifies that it has reviewed the federal requirements regarding nondiscrimination in federally assisted programs and believes that the Project Sponsor complies with the required policies and procedures.

Also, the Project Sponsor acknowledges its understanding that if the Project Sponsor does not have the required policies and procedures in place prior to federal funds being obligated, then the Project Sponsor’s project may become ineligible for federal funding.

Tim Brinker

Name (print)

Presiding Commissioner

Title

Signature

Date

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be funded under the provisions of the Fixing America's Surface Transportation (FAST) Act.

Project Title: Hwy 47 Roundabout

Local Match Amount: \$660,003.00

Sponsoring Agency: Franklin County

Chief Elected Official (or Chief Executive Officer):

Name (print): Tim Brinker, Presiding Comm.

Signature: _____

Date: _____

Chief Financial Officer:

Name (print): Tim Brinker, Presiding Comm.

Signature: _____

Date: _____

PERSON OF RESPONSIBLE CHARGE CERTIFICATION

The key regulatory provision, 23 CFR 635.105 – Supervising Agency, provides that the State Transportation Agency (STA) is responsible for construction of federal-aid projects, whether it or a local public agency (LPA) performs the work. The regulation provides that the STA and LPA must provide its full-time employee to be in “responsible charge” of the project.

The undersigned employee(s) of the Project Sponsor will act as person of responsible charge. If at any point the employee leaves the LPA, the LPA is responsible for finding a suitable replacement and notifying EWG. If the person of responsible charge is found to not be a full-time employee of the LPA, it will result in the loss of federal funds for this project. One employee can act as person of responsible charge for all three phases. All three phases must be signed.

Person of Responsible Charge – Design Phase

Name (print): Ronald J. Williams, P.E.
Title: Highway Administrator/Engineer Email: rjwilliams@franklinmo.net
Signature: _____
Date: _____

Person of Responsible Charge – Right-of-Way Acquisition Phase

Name (print): Ronald J. Williams, P.E.
Title: Highway Administrator/Engineer Email: rjwilliams@franklinmo.net
Signature: _____
Date: _____

Person of Responsible Charge – Construction/Implementation Phase

Name (print): Ronald J. Williams, P.E.
Title: Highway Administrator/Engineer Email: rjwilliams@franklinmo.net
Signature: _____
Date: _____

RIGHT-OF-WAY ACQUISITION CERTIFICATION STATEMENT – MISSOURI SPONSORS ONLY

The State Department of Transportation and the Federal Highway Administration (FHWA) have the right and responsibility to review and monitor the acquisition procedures of any federally funded transportation project for adherence to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Those projects found in non-compliance may jeopardize all or part of their federal funding.

A. The Project Sponsor hereby certifies that any right-of-way, and/or permanent or temporary easements necessary for this project, obtained prior to this application, were acquired in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

B. The Project Sponsor also certifies that any additional right-of-way, and/or permanent or temporary easements, subsequently required to complete the project, will be acquired according to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Tim Brinker _____

Name (print)

Presiding Commissioner _____

Title

Signature

Date

POLICY ON REASONABLE PROGRESS CERTIFICATION – MISSOURI SPONSORS ONLY

Following on the next page is a copy of the policy on reasonable progress adopted by the East-West Gateway Council of Governments Board of Directors.

The undersigned representative of the Project Sponsor hereby certifies that s/he has read this policy and understands its requirements. The representative acknowledges that failure to meet all of the reasonable progress requirements could result in federal funds being revoked and returned to the regional funding pool, as dictated by the policy.

Tim Brinker

Name (print)

Presiding Commissioner

Title

Signature

Date

POLICY ON REASONABLE PROGRESS – MISSOURI SPONSORS ONLY

Reasonable Progress

For projects or programs included in the Transportation Improvement Program (TIP), “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (*i.e., preliminary engineering, right-of-way acquisition, or plans, specifications, and estimates*). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the Project Sponsor in the project application.

Policy Procedures and Enforcement

Projects that do not obligate all federal funds by the Board-approved suspense date will be removed from the TIP and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor will have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (*i.e., not meet a September 30 deadline*), the Project Sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the Project Sponsor has to demonstrate on all counts: a) the delay is beyond their control and the sponsor has done due diligence in progressing the project; b) federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; and c) there is a realistic strategy in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by EWG staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis, subject to available funding, and are subject to the Board-adopted rules for TIP modifications.

Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the EWG website, utilizing project information provided by the Project Sponsor, IDOT, and MoDOT district offices. Additionally, project sponsors are contacted at least every three (3) months by EWG staff for project status updates.

Operations and Maintenance Form

Name of Local Public Agency		Franklin County	
State		Missouri	
1. How many lane miles (total) are maintained by your city/agency, or for transit agencies how many vehicles are in your fleets. If unable to provide lane miles then list centerline miles.			
Lane miles vs Centerline miles <small>If you don't know what the difference between a lane mile and centerline mile contact Jason Lange</small>			
Total Lane Miles		or	Total Centerline Miles 863 (in miles)
Transit Agencies Only # of Vehicles in Fleet			
2. Budget Information			
Year of most recent budget		2018	
Budgeted Total Revenue		\$21,430,452.00	
Sources of Revenue (i.e. sales tax, property tax, motor fuel tax)		Dedicated Sales Tax, Dedicated Real and Property Taxes, Gas Tax, Motor Vehicle Tax and Reserves	
3. Total expenditures for transportation operations and maintenance – from your current budget. <small>(This would include, in total, how much is budgeted for: salaries, fringe benefits, materials and equipment needed to deliver the roadway and bridge maintenance programs. This includes basic maintenance activities like minor surface treatments such as sealing, small concrete repairs and pothole patching, mowing, right of way, snow removal, replacing signs, striping, repairing guardrail, and repairing traffic signals) - DO NOT INCLUDE CAPITAL IMPROVEMENTS SUCH AS OVERLAY, RESURFACING, TIP, PROJECTS, OR OTHER MAJOR ROAD/SIDEWALK PROJECTS.</small>			
Total Transportation Operations and Maintenance Expenditures		\$12,404,940.00	

Please use information from the most current budget for your city/agency.

Updated: 2/2018

Operations and Maintenance Form

Name of Local Public Agency			
State			
1. How many lane miles (total) are maintained by your city/agency, or for transit agencies how many vehicles are in your fleets. If unable to provide lane miles then list centerline miles.			
Lane miles vs Centerline miles		If you don't know what the difference between a lane mile and centerline mile contact Jason Lange	
Total Lane Miles	(in miles)	or	Total Centerline Miles (in miles)
<i>Transit Agencies Only</i> # of Vehicles in Fleet			
2. Budget Information			
Year of most recent budget			
Budgeted total revenue \$	Entire municipal or county budget		
Sources of revenue (i.e. sales tax, property tax, motor fuel tax)			
3. Total expenditures for transportation operations and maintenance – from your current budget. <i>(This would include, in total, how much is budgeted for: salaries, fringe benefits, materials and equipment needed to deliver the roadway and bridge maintenance programs. This includes basic maintenance activities like minor surface treatments such as sealing, small concrete repairs and pothole patching, mowing, right of way, snow removal, replacing signs, striping, repairing guardrail, and repairing traffic signals) – DO NOT INCLUDE CAPITAL IMPROVEMENTS SUCH AS OVERLAY, RESURFACING, TIP PROJECTS, OR OTHER MAJOR ROAD/SIDEWALK PROJECTS.</i>			
Total Transportation Operations and Maintenance Expenditures \$			

Please use information from the most current budget for your city/agency.

Updated: 10/2018



Commission Order No. 2020-55

First Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, February 4, 2020
Taxes/Property

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A PERMANENT EASEMENT

WHEREAS, it is the desire and recommendation of the Franklin County Planning and Zoning Department to require property owners, Joseph A. Kluba and Geneva M. Kluba, to dedicate a portion of a tract of land for a roadway and utility easement; and

WHEREAS, a copy of the proposed deed and easement is attached hereto.

IT IS THEREFORE ORDERED that the Permanent Easement is hereby approved and that Presiding Commissioner is authorized to execute said Easement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and the easement be provided to; Jim Grutsch, Highway Administrator; and Scottie Eagan, Planning and Zoning Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

PERMANENT
EASEMENT DEED

THIS DEED, made and entered into this 29th day of January, 2020, by and between, Joseph A. Kluba and Geneva M. Kluba, his wife, State of Missouri, Grantor(s), and County of Franklin, 400 East Locust Street, Room 206, Union, MO 63084 Grantee(s).

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) and/or other valuable consideration, do by these presents GRANT unto the said Grantee(s),

A ROADWAY AND UTILITY EASEMENT situated in the County of Franklin and State of Missouri, to wit:

A permanent dedication of use of a strip of ground for public roadway and utility purposes, said strip being 25 feet in width and fully described as:

A strip of ground for road widening purposes, 25' wide lying south of the existing centerline of St. Johns Creek Road, located in the Southwest quarter of the Southeast quarter of Section 26, Township 44 North, Range 2 West of the Fifth P.M., in Franklin County, Missouri, being fully described as follows:

Commencing at an iron pipe at the southeast corner of the Southwest quarter of the Southeast quarter of Section 26, thence N00°49'59"E along the quarter-quarter line for a distance of 1263.52' to an iron rod on the new southern right of way of St. Johns Creek Road, at the point of beginning of the tract of land herein being described, thence leaving the quarter-quarter line and along said right of way along a curve deflecting to the Left having a Radius of 259.00', an Arc Length of 56.68' and Chord of S80°18'19"W 56.57', and S74°05'10"W 367.37', thence leaving the right of way, N14°50'51"W 25.00' to a point in the centerline of St. Johns Creek Road, thence along said centerline, N74°05'10"E 366.90', and along a curve deflecting to the Right having a Radius of 284.00', an Arc Length of 63.99' and a Chord of N80°29'49"E 63.86' to a point on the East line of the Southwest quarter of the Southeast quarter of Section 26, thence along said quarter-quarter line, S00°49'59"W 25.06' to the point of beginning.

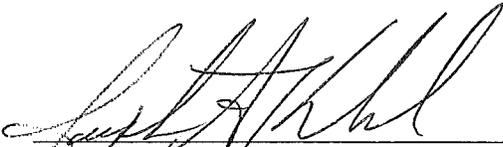
Containing 10,687 square feet.

Part of Parcel # 11-7-26.0-0-000-012.100, as recorded in Document #0813828, being situated in Section 26 of Township 44 North, Range 2 West of the 5th Principal Meridian, in Franklin County, Missouri.

Intended purpose is for upgrading and improvement of the road.

TO HAVE AND TO HOLD, the said **EASEMENT**, together with all rights and appurtenances to the same, belonging unto the Grantee(s), and to (his/her/their) heirs and assigns **FOREVER** Said Easement shall benefit and run with the land. Grantee(s), (his/her/their) heirs and assigns shall have the duty to maintain and repair the easement at (his/her/their) expense.

IN WITNESS WHEREOF, the said party(ies) of the first part have executed these presents the day and year first above written.



Joseph A. Kluba



Geneva M. Kluba

STATE OF MISSOURI)

SS

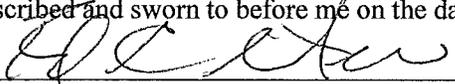
COUNTY OF FRANKLIN)

On this 31st day of January, 2020, before me personally appeared

Joseph A. Kluba Geneva M. Kluba

to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that (he/she/they) executed the same as (his/her/their) free act and deed.

Subscribed and sworn to before me on the date written above.



Notary Public

My Commission Expires:

BRAD G. MITCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: April 18, 2023
Commission # 15389748