



County Commission

400 East Locust Street, Room 201

Union, MO 63084

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

Regular Meeting Agenda

Tuesday, April 14, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Minutes Approval

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

III. Action Items

- a. **Commission Order 2020-148** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with A. David Arand
- b. **Commission Order 2020-149** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Charles Hurth
- c. **Commission Order 2020-150** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Christopher Jenson
- d. **Commission Order 2020-151** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Gordon Upchurch
- e. **Commission Order 2020-152** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Jill Rosloniec
- f. **Commission Order 2020-153** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Mary Zastrow-Hiatt
- g. **Commission Order 2020-154** In the Matter of Adopting a Pay Plan for Designated Employees of the County of Franklin, Missouri
- h. **Commission Order 2020-155** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Natalie Pollock
- i. **Commission Order 2020-156** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Paul Schmanke
- j. **Commission Order 2020-157** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Belinda Becker
- k. **Commission Order 2020-158** In the Matter of Approving and Authorizing Acceptance of a Grant for the 420 Impaired Driving Campaign

- i. Commission Order 2020-159** In the Matter of Renewing the Agreement with MOPERM for Liability Insurance and Personal Property Insurance
- m. Commission Order 2020-160** In the Matter of Reappointment to the Franklin County Board of Zoning Adjustment
- n. Commission Order 2020-161** In the Matter of Reappointment to the Franklin County Board of Zoning Adjustment
- o. Commission Order 2020-162** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon
- p. Commission Order 2020-163** In the Matter Extending the Declaration of the State of Emergency in Franklin County, Missouri and Extending Additional Commission Orders Related Thereto

IV. Discussion Items and Reports

- A.** Commission Discussion

V. Adjournment



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH A. DAVID ARAND**

WHEREAS, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, A. David Arand has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with A. David Arand is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to A. David Arand and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 9th day of April, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and A. David Arand, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship

between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from

any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

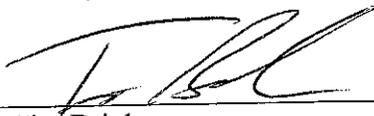
With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: A. David Arand
405 W. Highway 50, Suite 600
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 9th day of April, 2020.

County of Franklin, Missouri

By: 

Tim Brinker
Presiding Commissioner

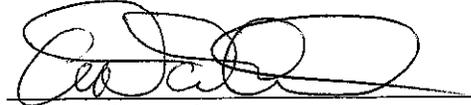
SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 
J. I. Lanke
Presiding Judge

Second Party

By: 
Name: A. David Arand



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH CHARLES HURTH**

WHEREAS, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Charles Hurth has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Charles Hurth is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Charles Hurth and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 8th day of April, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Charles Hurth, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship

between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from

any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Charles Hurth
301 E. Main Street
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of April, 2020.

County of Franklin, Missouri

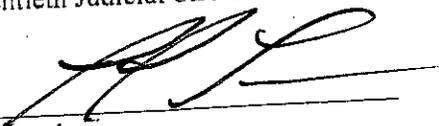
By: 
Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By:


I. I. Lamke
Presiding Judge

Second Party

By:


Name: Charles Hurth



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH CHRISTOPHER JENSEN**

WHEREAS, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Christopher Jensen has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Christopher Jensen is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Christopher Jensen and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1~~st~~ day of ~~January~~^{April}, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Chris Jensen, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship

between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from

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First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Chris Jensen
Baylard, Billington, Dempsey & Jensen, PC
30 S. McKinley
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of April, 2020.

County of Franklin, Missouri

By: 

Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____

Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 
I.M. Lamke
Presiding Judge

Second Party

By: 
Name: Chris Jensen



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH GORDON UPCHURCH**

WHEREAS, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Gordon Upchurch has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Gordon Upchurch is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Gordon Upchurch and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1 day of ~~January~~^{April}, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Gordon Upchurch, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

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3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship

between the First Party and the Second Party other than the relationship of independent contractor.

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8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from

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First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

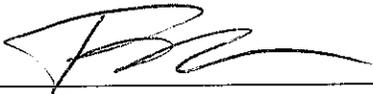
With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Gordon Upchurch
206 E. Locust Street
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of April, 2020.

County of Franklin, Missouri

By: 

Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 
I. J. Lamke
Presiding Judge

Second Party

By: 
Name: Gordon Upchurch



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH JILL ROSLONIEC**

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Jill Rosloniec has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Jill Rosloniec is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Jill Rosloniec and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttman, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 3 day of ~~January~~^{April}, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Jill Rosloniec and Aubuchon Buesher Goodale & Bardot LLC, Attorneys at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent.

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1,

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and

and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Jill Rosloniec
Aubuchon Buesher Goodale & Bardot LLC
104 S. McKinley Avenue, Suite B
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of

County of Franklin, Missouri

By: 

Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 

I. I. Lamke
Presiding Judge

Second Party

By: 

Name: Jill Rosloniec #62560
4-1-2020



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH MARY ZASTROW-HIATT**

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Mary Zastrow-Hiatt has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Mary Zastrow-Hiatt is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Mary Zastrow-Hiatt and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 3rd day of ~~January~~ ^{April}, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Mary Zastrow-Hiatt, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent; and

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00 in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from

and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Mary Zastrow-Hiatt
4 S. Church Street
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of April, 2020.

County of Franklin, Missouri

By: 

Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 

I. K. Lamke
Presiding Judge

Second Party

By: 

Name: Mary Zastrow-Hiatt



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Thursday, April 14, 2020
Order

IN THE MATTER OF ADOPTING A PAY PLAN FOR DESIGNATED EMPLOYEES OF THE COUNTY OF FRANKLIN, MISSOURI

WHEREAS, the Missouri Constitution, the Revised Statutes of Missouri including, but not limited to, Chapters 49 and 50 RSMo., as well as rules and regulations from the United States Department of Labor, provide the authority for the County Commission of Franklin County, Missouri to adopt payroll plans for County employees; and

WHEREAS, the Human Resources Department has prepared a payroll plan for adoption by the County Commission of the County of Franklin, Missouri; and

WHEREAS, the County Commission of the County of Franklin, Missouri has reviewed the proposed payroll plan.

IT IS THEREFORE ORDERED, by the County Commission of the County of Franklin, Missouri, that the payroll plan marked Exhibit A and attached hereto and incorporated herein by reference as if fully set forth is the payroll plan for those designated employees of the County of Franklin, Missouri effective January 1, 2020.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk, Lauren Graham, Human Resources Director, Rhonda Parks, Payroll Clerk, Angela Gibson, County Auditor, Debbie Aholt, County Treasurer, Tom Copeland, County Assessor, Doug Trentmann, County Collector, Jennifer Mitchell, County Recorder, Mary Jo Straatmann, Public Administrator, and Matthew C. Becker, Prosecuting Attorney.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Franklin County
Pay Grade Placements

Job #	Footnotes	Previous Title	Job Description Title				FLSA	
				Beginning	Mid	End		
		No job description on file if Job # is "red" (No one in position)	No job description if Job # in "green" (Someone in the position)					
		Commission						
1004		Executive Administrative Assistant	Executive Administrative Assistant	18	\$37,011	\$44,121	\$51,232	Non-Exempt
		Clerk						
1102		Chief Deputy Clerk	Chief Deputy Clerk	22	\$44,831	\$53,443	\$62,056	Non-Exempt
1103		Accounts Payable Clerk	Accounts Payable Specialist	16	\$33,599	\$40,053	\$46,508	Non-Exempt
1105		Minutes Clerk	Administrative Assistant	12	\$27,632	\$32,940	\$38,248	Non-Exempt
1106		Clerk/Receptionist	Clerk/Receptionist	10	\$25,058	\$29,871	\$34,685	Non-Exempt
1107		Accounts Receivable Clerk	Accounts Receivable Clerk	14	\$30,479	\$36,334	\$42,189	Non-Exempt
		Human Resource						
1104		Human Resource Administrator	Human Resource Administrator	22	\$44,831	\$53,443	\$62,056	Non-Exempt
1108		Payroll Clerk	Payroll Clerk	18	\$37,011	\$44,121	\$51,232	Non-Exempt
1109		Human Resource Assistant	Human Resource Assistant	11	\$26,325	\$31,382	\$36,440	Non-Exempt
5501		Director of Election	Director of Election	20	\$40,833	\$48,678	\$56,522	Non-Exempt
5502		Assistant Director of Elections	Assistant Director of Elections	15	\$32,000	\$38,147	\$44,295	Non-Exempt
5503		Voter Registration Clerk	Voter Registration Clerk I	10	\$25,058	\$29,871	\$34,685	Non-Exempt
5505		Voter Registration Clerk II	Voter Registration Clerk II	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		Assessor						
2401		Real Estate Coordinator	Real Estate Coordinator	18	\$37,011	\$44,121	\$51,232	Non-Exempt
2402		Residential/Agricultural Supervisor	Chief Deputy Assessor Residential/Agricultural Supervisor	22	\$44,831	\$53,443	\$62,056	Non-Exempt
2403		Commercial/Industrial Appraiser	Commercial/Industrial Appraiser	20	\$40,833	\$48,678	\$56,522	Non-Exempt
2404		Field Appraiser I	Field Appraiser I	16	\$33,599	\$40,053	\$46,508	Non-Exempt
2405		Trainee - Residential/Agricultural Appraiser	Residential/Agricultural Appraiser Trainee	14	\$30,479	\$36,334	\$42,189	Non-Exempt
2407		Real Property Technician	Real Property Technician	14	\$30,479	\$36,334	\$42,189	Non-Exempt
2411		Assessor Data Entry Clerk	Data Entry Specialist	16	\$33,599	\$40,053	\$46,508	Non-Exempt
2413		Chief Deputy/Commercial/Industrial Appraiser	Chief Deputy/Commercial/Industrial Appraiser	22	\$44,831	\$53,443	\$62,056	Non-Exempt
2414		Administrative Assistant	Administrative Assistant	12	\$27,632	\$32,940	\$38,248	Non-Exempt
2416		Field Appraiser II	Field Appraiser II	18	\$37,011	\$44,121	\$51,232	Non-Exempt
2417		Field Appraiser III	Field Appraiser III	20	\$40,833	\$48,678	\$56,522	Non-Exempt
2502		Personal Property Supervisor	Personal Property Supervisor	17	\$35,276	\$42,053	\$48,830	Non-Exempt
2503		Personal Property Research/Business Accts	Personal Property Research/Business Accts	12	\$27,632	\$32,940	\$38,248	Non-Exempt
2504		Personal Property Research/Lease Accts	Personal Property Research/Lease Accts	12	\$27,632	\$32,940	\$38,248	Non-Exempt
2506		Personal Property Records Clerk	Personal Property Records Clerk	12	\$27,632	\$32,940	\$38,248	Non-Exempt
2508		Personal Property Assistant Supervisor	Personal Property Assistant Supervisor	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		Auditor						
1202		Deputy Auditor	Deputy Auditor	22	\$44,831	\$53,443	\$62,056	Exempt
		Treasurer						
1152		Deputy Treasurer	Deputy Treasurer	16	\$33,599	\$40,053	\$46,508	Non-Exempt
		Collector of Revenue						
1352		Chief Deputy Collector	Chief Deputy Collector	22	\$44,831	\$53,443	\$62,056	Non-Exempt
1353		Assistant Chief Deputy Collector	Assistant Chief Deputy Collector	17	\$35,276	\$42,053	\$48,830	Non-Exempt
1354		Collector Specialist/Tax Sale	Collector Specialist	16	\$33,599	\$40,053	\$46,508	Non-Exempt
1356		Collections/Billing Clerk	Collections/Billing Clerk	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		Planning & Zoning						
5651		Planning Director	Planning Director	26	\$54,737	\$65,252	\$75,768	Exempt
5653		Zoning Code Enforcement Officer	Zoning Code Enforcement Officer	20	\$40,833	\$48,678	\$56,522	Non-Exempt
5654		Planning & Zoning Administrative Assistant	Planning & Zoning Administrative Assistant	11	\$26,325	\$31,382	\$36,440	Non-Exempt
5657		County Planner/Address Manager	County Planner/Addressing Manager	20	\$40,833	\$48,678	\$56,522	Non-Exempt
5818		GIS Mapping Technician	GIS Mapping Technician	17	\$35,276	\$42,053	\$48,830	Non-Exempt

Franklin County
Pay Grade Placements

Job #	Footnotes	Previous Title	Job Description Title				FLSA	
				Beginning	Mid	End		
		No job description on file if Job # is "red" (No one in position)	No job description if Job # in "green" (Someone in the position)					
		Recorder of Deeds						
4452		Chief Deputy Recorder of Deeds	Chief Deputy Recorder of Deeds	22	\$44,831	\$53,443	\$62,056	Exempt
4453		Assistant Chief Deputy Recorder of Deeds	Assistant Chief Deputy Recorder of Deeds	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4454		Land Records (Manager)	Land Records Clerk II	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4455		Land Records Clerk	Records Clerk Verifier	13	\$29,016	\$34,590	\$40,165	Non-Exempt
4458		Records Technician I	Land Records Clerk I	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		County Counselor						
3001		Secretary	Counselor Secretary	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		Prosecuting Attorney and Child Support Group						
2802		Assistant Prosecuting Attorney/Managing	First Assistant Prosecuting Attorney	37	\$93,561	\$111,536	\$129,510	Exempt
2803		Assistant Prosecuting Attorney/Felony Assistant	Assistant Prosecuting Attorney/Felony	35	\$84,864	\$101,168	\$117,472	Exempt
2804		Assistant Prosecuting Attorney/Misdemeanor/Felony/Civil	Assistant Prosecuting Attorney/Felony Assistant	29	\$63,375	\$75,550	\$87,726	Exempt
2805		Assistant Prosecuting Attorney Misdemeanor/Felony/Civil	Assistant Prosecuting Attorney Domestic Violence	29	\$63,375	\$75,550	\$87,726	Exempt
2807		Assistant Prosecuting Attorney/Traffic/Misdemeanor/Appeal	Assistant Prosecuting Attorney/Traffic/Misdemeanor/Appeal	27	\$57,428	\$68,460	\$79,493	Exempt
2808		PA Chief Investigator	PA Chief Investigator	23	\$47,268	\$56,349	\$65,430	Exempt
2809		PA Criminal Investigator	PA Criminal Investigator	21	\$42,881	\$51,119	\$59,357	Non-Exempt
2810		PA Victim Advocate	Victim Advocate	15	\$32,000	\$38,147	\$44,295	Non-Exempt
2811		PA Director of Legal Services	Director of Legal Services	18	\$37,011	\$44,121	\$51,232	Non-Exempt
2812		PA Office Manager	Office Manager	20	\$40,833	\$48,678	\$56,522	Non-Exempt
2814		PA Legal Secretary Division VI Traffic	Legal Secretary	15	\$32,000	\$38,147	\$44,295	Non-Exempt
2816		PA Bookkeeper/Restitution Assistant	Restitution Director and Assistant Office Manager	16	\$33,599	\$40,053	\$46,508	Non-Exempt
2819		PA File Clerk	File Clerk	12	\$27,632	\$32,940	\$38,248	Non-Exempt
2821		PA Child Support Administrator	Child Support Administrator	20	\$40,833	\$48,678	\$56,522	Non-Exempt
2822		PA Child Support Investigator	Child Support Investigator	18	\$37,011	\$44,121	\$51,232	Non-Exempt
2823		Child Support Administrative Assistant	Child Support Administrative Assistant	11	\$26,325	\$31,382	\$36,440	Non-Exempt
		Municipal Court						
8003		Municipal Court Clerk	Municipal Court Clerk	14	\$30,479	\$36,334	\$42,189	Non-Exempt
		Public Administrator						
2862		Deputy Public Administrator	Deputy Public Administrator	18	\$37,011	\$44,121	\$51,232	Non-Exempt
2863		Secretary	Public Administrator Secretary	12	\$27,632	\$32,940	\$38,248	Non-Exempt
		Purchasing						
1002		Purchasing Agent	Purchasing Agent	22	\$44,831	\$53,443	\$62,056	Exempt
1003		Assistant Purchasing Agent	Assistant Purchasing Agent	16	\$33,599	\$40,053	\$46,508	Non-Exempt
		Building						
4501		Building Commissioner/Facilities Maintenance Director	Building Commissioner	26	\$54,737	\$65,252	\$75,768	Exempt
4507		Assistant Building Commissioner/Inspector	Assistant Building Commissioner	22	\$44,831	\$53,443	\$62,056	Non-Exempt
4509		Office Manager	Office Manager	16	\$33,599	\$40,053	\$46,508	Non-Exempt
4510		Office Assistant	Office Assistant I	12	\$27,632	\$32,940	\$38,248	Non-Exempt
4520		Building Inspector I	Building Inspector I	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4521		Building Inspector II	Building Inspector II	18	\$37,011	\$44,121	\$51,232	Non-Exempt
4522		Building Inspector III	Building Inspector III	20	\$40,833	\$48,678	\$56,522	Non-Exempt

Franklin County
Pay Grade Placements

Job #	Footnotes	Previous Title	Job Description Title				FLSA	
				Beginning	Mid	End		
		No job description on file if Job # is "red" (No one in position)	No job description if Job # in "green" (Someone in the position)					
		Maintenance						
5850		Maintenance Janitor Lead Worker	Maintenance Janitor Lead Worker	12	\$27,632	\$32,940	\$38,248	Non-Exempt
5851		Facilities Director	Facilities Director	26	\$54,737	\$65,252	\$75,768	Exempt
5852		Maintenance Mechanic	Maintenance Mechanic	18	\$37,011	\$44,121	\$51,232	Non-Exempt
5853		Maintenance Worker/Carpenter	Maintenance Worker	15	\$32,000	\$38,147	\$44,295	Non-Exempt
5854		Maintenance Laborer	Maintenance Laborer	12	\$27,632	\$32,940	\$38,248	Non-Exempt
5855		Maintenance Janitor I	Maintenance Janitor I	10	\$25,058	\$29,871	\$34,685	Non-Exempt
5856		Maintenance Janitor II	Maintenance Janitor II	11	\$26,325	\$31,382	\$36,440	Non-Exempt
5857		Maintenance Supervisor	Assistant Facilities Director	18	\$37,011	\$44,121	\$51,232	Non-Exempt
		Emergency Management Agency & 911 Dispatch						
5701		Emergency Management Agency/911 Director	Emergency Management Agency and 911 Director	29	\$63,375	\$75,550	\$87,726	Exempt
5702	!	EMA Communications Supervisor	EMA 911 Shift Supervisor	20	\$40,833	\$48,678	\$56,522	Non-Exempt
5703	!	Emergency Management School Safety Director	EMA 911 Lead Dispatcher	19	\$38,883	\$46,353	\$53,823	Non-Exempt
5704		Deputy Director Emergency Management Agency	EMA Deputy Director Emergency Management Agency	20	\$40,833	\$48,678	\$56,522	Non-Exempt
5705	!	Deputy Director 911	EMA Deputy Director 911	25	\$52,104	\$62,114	\$72,124	Exempt
5706	!	Fire/EMS Operations Manager	EMA 911 Operations Manager	22	\$44,831	\$53,443	\$62,056	Exempt
5707		New job description	EMA 911 Field Operations Officer	19	\$38,883	\$46,353	\$53,823	Non-Exempt
5708		New job description	EMA 911 Administrative Assistant II/911 Dispatcher	17	\$35,276	\$42,053	\$48,830	Non-Exempt
5709		New job description	EMA 911 Administrative Assistant I	13	\$29,016	\$34,590	\$40,165	Non-Exempt
7015	!	Communication Officer	EMA 911 Dispatcher	17	\$35,276	\$42,053	\$48,830	Non-Exempt
		Health						
4201		Health Department Director	Health Department Director	29	\$63,375	\$75,550	\$87,726	Exempt
4204		Community Health Nurse I	Community Health Nurse I	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4205		Community Health Nurse II	Community Health Nurse II	21	\$42,881	\$51,119	\$59,357	Non-Exempt
4207		Nutritionist/Registered Dietitian	Nutritionist/Registered Dietitian	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4208		Health Clerk I/WIC Program	WIC Certifier	13	\$29,016	\$34,590	\$40,165	Non-Exempt
4214		Licensed Practicing Nurse (LPN)	Licensed Practicing Nurse (LPN)	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4215		Health Nursing Supervisor	Health Nursing Supervisor	22	\$44,831	\$53,443	\$62,056	Non-Exempt
4216		Health Clerk I	Health Clerk I	11	\$26,325	\$31,382	\$36,440	Non-Exempt
4217		Health Clerk II	Health Clerk II	13	\$29,016	\$34,590	\$40,165	Non-Exempt
4218		Environmental Public Health Specialist I	Environmental Public Health Specialist I	14	\$30,479	\$36,334	\$42,189	Non-Exempt
4220		Public Health Regional Planner	Public Health Regional Planner	19	\$38,883	\$46,353	\$53,823	Non-Exempt
4221		Health Epidemiology Specialist	Health Epidemiology Specialist	19	\$38,883	\$46,353	\$53,823	Non-Exempt
4222		Environmental Public Health Specialist II	Environmental Public Health Specialist II	17	\$35,276	\$42,053	\$48,830	Non-Exempt
4223		Public Health Supervisor	Public Health Supervisor	25	\$52,104	\$62,114	\$72,124	Exempt
4224		WIC Coordinator Nutritionist/Registered Dietitian	WIC Coordinator Registered Dietitian/Nutritionist	19	\$38,883	\$46,353	\$53,823	Exempt
4225		Peer Counselor	Breastfeeding Peer Counselor	14	\$30,479	\$36,334	\$42,189	Non-Exempt
4226		Registered Medical Assistant	Registered Medical Assistant	15	\$32,000	\$38,147	\$44,295	Non-Exempt
4227		Health Educator	Health Educator	17	\$35,276	\$42,053	\$48,830	Non-Exempt
		Highway						
2003	!	East District Highway Supervisor	East District Highway Supervisor	26	\$54,737	\$65,252	\$75,768	Exempt
2004	!	West District Highway Supervisor	West District Highway Supervisor	26	\$54,737	\$65,252	\$75,768	Exempt
2005	!	Highway Shop Supervisor	Highway Shop Supervisor	26	\$54,737	\$65,252	\$75,768	Exempt
2007		Office Assistant	Highway Accounting Specialist	16	\$33,599	\$40,053	\$46,508	Non-Exempt
2008		Highway Records Clerk	Highway Administrative Assistant	12	\$27,632	\$32,940	\$38,248	Non-Exempt
6001		Engineer/Highway Administrator	Engineer/Highway Administrator	32	\$73,320	\$87,406	\$101,492	Exempt
! Footnotes: Step A, Mid and Step L information may not be accurate for the position is 2080 hours per year and the chart calculated on 1950 hours per year.								



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH NATALIE POLLOCK**

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Natalie Pollock has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$4,000.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Natalie Pollock is hereby approved and that Tim Brinker, Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Natalie Pollock and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 6th day of ~~January~~ ^{April} 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Natalie Pollock, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent.

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of Four Thousand and 00/100 Dollars (\$4,000.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and

and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Natalie Pollock
P.O. Box 1562
Washington, Missouri 63090

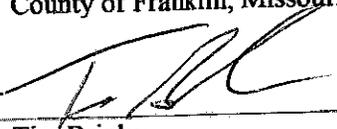
10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 6th day of

April, 2020.

County of Franklin, Missouri

By:



Tim Brinker
Presiding Commissioner

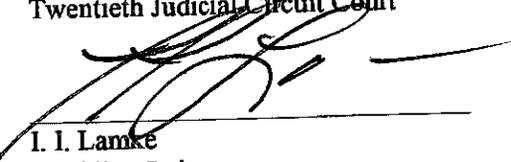
SEAL:

Attest: _____

Tim Baker
County Clerk

Twentieth Judicial Circuit Court

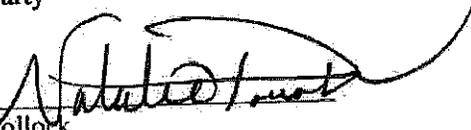
By:



I. I. Lanke
Presiding Judge

Second Party

By:



Name: Natalie Pollock



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH PAUL SCHMANKE**

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Paul Schmanke has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Paul Schmanke is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Paul Schmanke and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1 day of ~~January~~^{April}, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party". and Paul Schmanke, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent; and

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and

and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

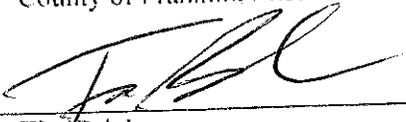
Second Party: Paul Schmanke
301 E. Main Street
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1 day of

12/20/20, 2020.

County of Franklin, Missouri

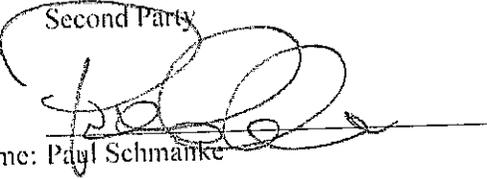
By: 
Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 
J. I. Lanke
Presiding Judge

Second Party
By: 
Name: Paul Schmanke



Commission Order No. 2020-157

Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES
WITH BELINDA BECKER**

WHEREAS, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

WHEREAS, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

WHEREAS, Belinda Becker has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

IT IS THEREFORE ORDERED that the Agreement with Belinda Becker is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be provided to Belinda Becker and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 9th day of April, 2020 between the County of Franklin, Missouri (the "County") and the Twentieth Judicial Circuit Juvenile Court (the "Court"), the "County" and the "Court" are collectively referred to hereinafter as the "First Party", and Belinda S. Becker, Attorney at Law are hereinafter referred to as "Second Party".

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party's obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship

between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from

any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge
Twentieth Judicial Circuit
401 E. Main Street, Room 100A
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.
Lewis Rice LLC
1200 Jefferson Street
Washington, Missouri 63090

Second Party: Belinda S. Becker
7 Catawba Place
Washington, Missouri 63090

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 9th day of April, 2020.

County of Franklin, Missouri

By: 
Tim Brinker
Presiding Commissioner

SEAL:

Attest: _____
Tim Baker
County Clerk

Twentieth Judicial Circuit Court

By: 
I. K. Lamke
Presiding Judge

Second Party

By: 
Name: Belinda S. Becker



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING ACCEPTANCE OF A
GRANT FOR THE 420 IMPAIRED
DRIVING CAMPAIGN**

WHEREAS, MoDOT's Traffic and Highway Safety Division has identified Franklin County Sheriff's Office as being qualified and eligible to participate in the 420 Impaired Driving Campaign; and

WHEREAS, the award to Franklin County to participate in the 420 Impaired Driving Campaign is \$500.00 to be used for overtime compensation for Sheriff's Office personnel.

IT IS THEREFORE ORDERED by the Franklin County Commission that the grant award is hereby accepted.

IT IS FURTHER ORDERED that a copy of the fully executed Agreement be provided to MoDOT's Traffic and Highway Safety Division; Steven Pelton, Sheriff; Lieutenant Michael Richardson, Sheriff's Office; Christa Buchanan, Clerk's Office; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

FRANKLIN COUNTY SHERIFF'S OFFICE

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



#1 BRUNS DRIVE

UNION, MO 63084

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

To: Franklin County Commissioners
From: Franklin County Sheriff's Office
Lieutenant Michael Richardson
Date: April 9, 2020

Ref: Special Grant

Sir's

I am requesting the Commission to approve the Franklin County Sheriff's Office to participate in a state wide 4-20 campaign with an additional reimbursement of \$500.00. I have received a letter which is attached outlining the event along with the reimbursement amount.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Richardson".

Lieutenant Michael Richardson

Steven M. Pelton 4/9/2020

Missouri Department of Transportation
Patrick K. McKenna, Director

573-751-4161
Fax: 573-634-5977
1-800-800-2358

March 30, 2020

Dear Chief:

We are gearing up for the upcoming 420 Impaired Driving Campaign to be held **April 18th through April 20th, 2020.**

I know there is a lot going on in our world right now with COVID-19, so I wanted to reach out to you to see if you'd be interested in participating in the campaign. Based on your department's past performance, your agency is just one of 20 we are offering an overtime grant to work this specific campaign. **The amount of the grant award is \$500.00.**

As with all our grant awards, you will be required to send in enforcement stats, a list of officers who worked the overtime, the salary rate and hours worked, and payroll documentation for those officers. Once received, we will prepare a voucher form and send to you for signatures to obtain reimbursement for your costs.

Please know we understand how COVID-19 may be impacting your agency's availability, and we respect whatever decision you make regarding participation. If you would like to participate, please contact Mike Stapp at Michael.Stapp@modot.mo.gov to confirm your availability. After April 20th, please send Mike your enforcement information and overtime information as listed above.

If you have any questions about this campaign, please contact Mike Stapp or call our office at 800-800-2358 / 573-751-0599.

Sincerely,



Jon Nelson
Assistant to the State Highway Safety and Traffic Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Contract/Agreements

IN THE MATTER OF RENEWING THE AGREEMENT WITH MOPERM FOR LIABILITY INSURANCE AND PERSONAL PROPERTY INSURANCE

WHEREAS, Franklin County, as a member of MOPERM, has elected to renew its Liability Insurance and Personal Property Insurance with MOPERM; and

WHEREAS, the quote from MOPERM for the Liability Insurance listed on the attached invoice, which includes a multiple line discount and the deductibles as reflected on the Liability Memorandum of Coverage, is \$603,494.00; and

WHEREAS, the quote from MOPERM for the Personal Property Insurance listed on the attached invoice, which includes a multiple line discount and the deductibles as reflected on the Property Memorandum of Coverage, is \$120,287.00; and

WHEREAS, the quote from MOPERM for a Schedule of Total Property Insured Values listed on the attached invoice is \$1,393.00.

IT IS THEREFORE ORDERED that Franklin County's policy for insurance covering various forms of Liability Insurance and Personal Property Insurance with MOPERM is hereby renewed.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk; MOPERM; Jeannine Stevens, Chief Deputy County Clerk; Ann Struttmann, Purchasing Agent; and Angela Gibson, Interim Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



INVOICE

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND

3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102
(888) 566-7376 Fax (573) 751-8276

Date 11-27-2019	Invoice Number 137736
Account Number 2025	Policy Number LP-2025-202001

Invoice To:

COUNTY OF FRANKLIN
400 E LOCUST RM 201
UNION MO 63084

Policy Term: January 1, 2020 to January 1, 2021

TERMS DUE UPON RECEIPT
PLEASE REMIT PAYMENT TO:
MOPERM
3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102

	Description	Amount
	Auto Physical Damage (Fleet)	\$224,447.00
	Automobile Liability (Fleet)	\$73,849.00
	General Liability	\$57,541.00
	Employment Practices Liability	\$46,954.00
	Errors & Omissions Liability	\$10,328.00
	Law Enforcement Liability	\$187,292.00
	Healthcare Malpractice	\$1,583.00
	Cyber & Information Breach Coverage	\$1,500.00
	TOTAL AMOUNT DUE	\$603,494.00

FILED
TIM BAKER

DEC 02 2019

 CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY



LIABILITY MEMORANDUM OF COVERAGE DECLARATIONS

MEMBER NAME AND MAILING ADDRESS COUNTY OF FRANKLIN 400 E LOCUST RM 201 UNION MO 63084	AGENCY NAME AND MAILING ADDRESS
--	---------------------------------

ALL COVERAGES LISTED BELOW ARE SUBJECT TO ALL TERMS, CONDITIONS, EXCLUSIONS AND APPLICABLE REDUCTIONS DESCRIBED IN THE LIABILITY MEMORANDUM OF COVERAGE AND ARE SUBJECT TO PAYMENT OF THE CONTRIBUTION FOR THIS COVERAGE.

Memorandum Number: 2025 Coverage Period: 12:01 a.m. 1-1-2020 to 12:01 a.m. 1-1-2021

Policy Number: LP-2025-202001

COVERAGE	DEDUCTIBLE	RETROACTIVE DATE
The limit for the coverages listed below shall not exceed the maximum amount provided for by RSMo.537.610 (Sovereign Immunity Limits) or \$2,000,000 per occurrence as set forth in Section II of the Liability Memorandum of Coverage.		
Automobile Liability (Fleet)	\$1,000	
Hired and Non-Owned Vehicles	\$1,000	
General Liability	\$1,000	
Employee Benefit Liability	\$1,000	
Employment Practices Liability	\$1,000	
Errors & Omissions Liability	\$1,000	
Law Enforcement Liability	\$1,000	
Jail Operations Liability	\$1,000	
Healthcare Malpractice	\$1,000	
Cyber & Information Breach Coverage	\$2,500 *	1-1-2017

*Deductible applies to Loss and Loss Adjustment Expense combined if indicated on the Liability Memorandum of Coverage Declarations M100 (Ed. 1-19). Loss Adjustment Expense is defined as all costs of investigating, adjusting, and defending a claim.

ADDITIONAL COVERAGES	DEDUCTIBLE	LIMIT
Uninsured Motorist	\$0	\$50,000
Auto Physical Damage (Fleet)	Per Schedule	Actual Cash Value

Forms and endorsements contained in this Liability Memorandum of Coverage at inception:

Deductible Liability Coverage	M300 (Ed. 1-19)
Schedule of Automobiles	M400 (Ed. 1-17)
Automobile Physical Damage Coverage	M401 (Ed. 1-19)
Uninsured Motorist Coverage	M402 (Ed. 1-20)
Automobile Fleet - Nonauditable	M407 (Ed. 1-19)
Additional Covered Party - Lessor and Loss Payee Automobiles	M600 (Ed. 1-19)
Employee Benefit Liability Endorsement	M603 (Ed. 1-19)
Chubb Cyber Enterprise Risk Management Pool Policy Declarations & Pool Policy	MS-290415.1 (Ed. 11-19)

Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

FILED
TIM BAKER

By: 

Date: 12-2-2019

DEC 02 2019

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
 DEPUTY

M100(Ed.1-19)



INVOICE

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND

3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102
(888) 566-7376 Fax (573) 751-8276

Date 11-27-2019	Invoice Number 138321
Account Number 2025	Policy Number PP-2025-202001

Invoice To: COUNTY OF FRANKLIN 400 E LOCUST RM 201 UNION MO 63084 NEC INSURANCE, INC	Policy Term: January 1, 2020 to January 1, 2021 TERMS DUE UPON RECEIPT PLEASE REMIT PAYMENT TO: MOPERM 3425 Constitution Court, 3rd Floor P.O. Box 7110 Jefferson City MO 65102									
	<table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>Property</td> <td>\$120,287.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL AMOUNT DUE</td> <td>\$120,287.00</td> </tr> </tbody> </table>		Description	Amount		Property	\$120,287.00	TOTAL AMOUNT DUE		\$120,287.00
	Description	Amount								
	Property	\$120,287.00								
TOTAL AMOUNT DUE		\$120,287.00								

FILED
TIM BAKER

DEC 02 2019

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

100.144.627.100

MOPERM

PROPERTY MEMORANDUM OF COVERAGE DECLARATIONS

MEMBER NAME AND MAILING ADDRESS COUNTY OF FRANKLIN 400 E LOCUST RM 201 UNION MO 63084		AGENCY & MAILING ADDRESS NEC INSURANCE, INC 308 NOONAN DR PACIFIC MO 63069
Memorandum Number: 2025	Coverage Period:	12:01 a.m. 1-1-2020 to 12:01 a.m. 1-1-2021
ALL COVERAGES LISTED BELOW ARE SUBJECT TO ALL TERMS, CONDITIONS, EXCLUSIONS AND APPLICABLE REDUCTIONS DESCRIBED IN THE PROPERTY MEMORANDUM OF COVERAGE AND ARE SUBJECT TO PAYMENT OF THE CONTRIBUTION FOR THIS COVERAGE.		
Policy Number: PP-2025-202001		
LIMITS of coverage are indicated on the attached Schedules.		
COVERAGE	LIMITS	DEDUCTIBLE
Property		Per Schedule
Earth Movement		Per Memorandum
Flood		Per Memorandum
Water Damage		Per Schedule
Equipment		Per Schedule
Equipment Breakdown		Per Schedule
Leased Mobile Equipment		\$1,000
Schedules attached to and made a part of this Memorandum at inception; if indicated under "Coverage":		
2020 Schedule of Insured Property Values	2020 Valuable Papers Schedule	
2020 Equipment Schedule	2020 Accounts Receivable Schedule	
2020 Fine Arts Schedule		
Forms and endorsements contained in the Memorandum at inception:		
Standard Fire Policy Provisions Endorsement	Joint Loss Agreement Endorsement	
Earth Movement Endorsement	Margin Clause Endorsement	
Flood and Water Damage Endorsement	Missouri Changes - Pollution	
Construction Equipment Endorsement	Terrorism Endorsement: Certified Act of Terrorism	
Other Mobile Equipment Endorsement	Up + Running Equipment Breakdown Insurance Policy	
Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102		

By:



Date: 12-2-2019

FILED
TIM BAKER

DEC 02 2019

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

DEPUTY



INVOICE

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND

3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102
(888) 566-7376 Fax (573) 751-8276

Date 3-27-2020	Invoice Number 138940
Account Number 2025	Policy Number PP-2025-202001

Invoice To: COUNTY OF FRANKLIN 400 E LOCUST RM 201 UNION MO 63084 NEC INSURANCE, INC		Policy Term: January 1, 2020 to January 1, 2021 TERMS DUE UPON RECEIPT PLEASE REMIT PAYMENT TO: MOPERM 3425 Constitution Court, 3rd Floor P.O. Box 7110 Jefferson City MO 65102
	Description	Amount
	Endorsement #2 Property	\$1,393.00
	TOTAL AMOUNT DUE	\$1,393.00

FILED
TIM BAKER

MAR 30 2020

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

FILED
TIM BAKER

Endorsement #2

MAR 30 2020

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

MOPERM

Member Name: COUNTY OF FRANKLIN
Coverage Period: January 1, 2020 to January 1, 2021
Agency Name: NEC INSURANCE, INC

Policy Number: PP-2025-202001
Policy Effective Date: January 1, 2020

Schedule of Total Property Insured Values

Effective Date	A C D	Location	Physical Address	Description	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
3/18/2020	C	LOCATION 01	1 BRUNS DR	01 EMERGENCY OPERATIONS	\$50,748	\$1,092,363	\$0	\$0	\$1,143,111	\$5,000	\$5,000	-\$592.00
3/18/2020	C	LOCATION 01	1 BRUNS DR	02 JAIL AND SHERIFF'S OFFICE	\$14,353,955	\$1,962,621	\$0	\$0	\$16,316,576	\$5,000	\$5,000	-\$312.00
3/18/2020	C	LOCATION 01	1 BRUNS DR	03 STORAGE BUILDING	\$253,733	\$2,397	\$0	\$0	\$256,130	\$5,000	\$5,000	-\$16.00
3/18/2020	D	LOCATION 03	112 INDUSTRIAL DR	01 NEW HAVEN FIRE/ AMBULANCE	\$0	\$34,176	\$0	\$0	\$34,176	\$5,000	\$5,000	-\$55.00
3/18/2020	C	LOCATION 04	115 W MAIN	01 CONTENTS ONLY @ EXTENSION OFFICE	\$0	\$29,060	\$0	\$0	\$29,060	\$5,000	\$5,000	-\$34.00
3/18/2020	C	LOCATION 05	120 S CHURCH	01 JUVENILE JUSTICE CENTER	\$3,052,029	\$364,084	\$0	\$0	\$3,416,113	\$5,000	\$5,000	\$241.00
3/18/2020	C	LOCATION 06	1360 RIVERVIEW DR	02 MAINTENANCE BUILDING	\$742,091	\$0	\$0	\$0	\$742,091	\$5,000	\$5,000	-\$109.00
3/18/2020	C	LOCATION 06	1360 RIVERVIEW DR	03 MAINTENANCE SHED (EAST)	\$25,373	\$207,046	\$0	\$0	\$232,419	\$5,000	\$5,000	\$105.00
3/18/2020	C	LOCATION 07	1401 W SPRINGFIELD	01 CONTENTS ONLY @ UNION FIRE HOUSE	\$0	\$39,921	\$0	\$0	\$39,921	\$5,000	\$5,000	\$55.00
3/18/2020	C	LOCATION 10	2022 HWY A UNITS 104-106	01 CONTENTS ONLY @ NARCOTICS OFFICE	\$0	\$78,525	\$0	\$0	\$78,525	\$5,000	\$5,000	-\$126.00

A-ADDITION; C-CHANGE; D-DELETION

Issued by the Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110 Jefferson City Missouri 65102

By:



Date: 3-27-2020

COUNTY OF FRANKLIN

Endorsement #2

Agency Name: NEC INSURANCE, INC

Effective Date	A C D	Location	Physical Address	Description	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
3/18/2020	D	LOCATION 11	2600 HWY 100	01 GRAY SUMMIT/BOLES FIRE	\$0	\$15,964	\$0	\$0	\$15,964	\$5,000	\$5,000	-\$25.00
3/18/2020	C	LOCATION 13	15 S CHURCH	01 HISTORIC COUNTY COURTHOUSE	\$12,360,350	\$225,850	\$0	\$0	\$12,586,200	\$5,000	\$5,000	\$26.00
3/18/2020	C	LOCATION 14	300 HOVEN	01 CONTENTS ONLY @ PACIFIC DISPATCH	\$0	\$129,070	\$0	\$0	\$129,070	\$5,000	\$5,000	\$29.00
3/18/2020	C	LOCATION 15	301 JEFFERSON	01 CONTENTS @ WASHINGTON DISPATCH	\$0	\$153,635	\$0	\$0	\$153,635	\$5,000	\$5,000	\$8.00
3/18/2020	C	LOCATION 16	400 E LOCUST	01 GOVERNMENT CENTER	\$9,536,242	\$2,366,265	\$0	\$0	\$11,902,507	\$5,000	\$5,000	-\$200.00
3/18/2020	C	LOCATION 17	401 E MAIN	01 JUDICIAL CENTER	\$10,070,539	\$732,159	\$0	\$0	\$10,802,698	\$5,000	\$5,000	-\$21.00
3/18/2020	D	LOCATION 18	405 W GRANDVIEW	01 GERALD/ROSEBUD FIRE	\$0	\$11,627	\$0	\$0	\$11,627	\$5,000	\$5,000	-\$19.00
3/18/2020	C	LOCATION 19	414 E MAIN	01 HEALTH DEPARTMENT OFFICES	\$721,112	\$291,458	\$0	\$0	\$1,012,570	\$5,000	\$5,000	-\$65.00
3/18/2020	C	LOCATION 20	6 S CHURCH	01 CONTENTS ONLY @ SULLIVAN DISPATCH/ FIRE	\$0	\$129,294	\$0	\$0	\$129,294	\$5,000	\$5,000	\$26.00
3/18/2020	D	LOCATION 21	719 W END AVE	01 GERALD AMBULANCE HWY C	\$0	\$9,940	\$0	\$0	\$9,940	\$5,000	\$5,000	-\$16.00
3/18/2020	D	LOCATION 23	HENDRICKS RD	01 LONEDELL REMOTE RECEIVER SITE	\$0	\$1,000	\$0	\$0	\$1,000	\$5,000	\$5,000	-\$2.00
3/18/2020	C	LOCATION 24	HWY 50 STORAGE	01 CONTENTS ONLY @ HEALTH STORAGE	\$0	\$37,460	\$0	\$0	\$37,460	\$5,000	\$5,000	\$26.00
3/18/2020	A	LOCATION 25	HWY E	02 BUILDING W/ COMMUNICATION EQUIP @ NEW HAVEN TOWER SITE	\$1,227	\$187,175	\$0	\$0	\$188,402	\$5,000	\$5,000	\$302.00
1/1/2020	C	LOCATION 26	HWY ZZ	01 (3) CINDER SPREADER SHEDS	\$86,304	\$0	\$0	\$0	\$86,304	\$5,000	\$5,000	\$0.00

A-ADDITION; C-CHANGE; D-DELETION

Issued by the Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110 Jefferson City Missouri 65102

By:



Date: 3-27-2020

COUNTY OF FRANKLIN

Endorsement #2

Agency Name: NEC INSURANCE, INC

Effective Date	A C D	Location	Physical Address	Description	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
3/18/2020	C	LOCATION 26	HWY ZZ	02 BUILDING W/ COMMUNICATION EQUIP @ C & ZZ TOWER SITE	\$21,750	\$197,153	\$0	\$0	\$218,903	\$5,000	\$5,000	\$294.00
3/18/2020	C	LOCATION 26	HWY ZZ	04 EQUIPMENT SHED (WEST)	\$173,987	\$0	\$0	\$0	\$173,987	\$5,000	\$5,000	-\$1.00
3/18/2020	C	LOCATION 26	HWY ZZ	05 LEAN TO	\$77,674	\$40,445	\$0	\$0	\$118,119	\$5,000	\$5,000	\$70.00
3/18/2020	C	LOCATION 26	HWY ZZ	06 MAINTENANCE BLDG 10' X 40'	\$17,156	\$0	\$0	\$0	\$17,156	\$5,000	\$5,000	-\$25.00
3/18/2020	A	LOCATION 28	RED CEDAR LN	02 BUILDING W/ COMMUNICATION EQUIP @ GREY SUMMIT TOWER SITE	\$11,200	\$187,175	\$0	\$0	\$198,375	\$5,000	\$5,000	\$301.00
3/18/2020	A	LOCATION 29	901 E FIFTH ST	01 EQUIPMENT @ WASHINGTON HOSPITAL TOWER SITE	\$0	\$273,831	\$0	\$0	\$273,831	\$5,000	\$5,000	\$415.00
3/18/2020	A	LOCATION 30	981 RADIO TOWER RD	01 BUILDING W/ COMMUNICATION EQUIP @ TOWER RD TOWER SITE	\$30,000	\$187,175	\$0	\$0	\$217,175	\$5,000	\$5,000	\$310.00
3/18/2020	A	LOCATION 31	MINE RD	01 BUILDING W/ COMMUNICATION EQUIP @ PEA RIDGE TOWER SITE	\$30,000	\$189,175	\$0	\$0	\$219,175	\$5,000	\$5,000	\$314.00
3/18/2020	A	LOCATION 32	470 E NORTH ST	01 CONTENTS ONLY @ ST CLAIR FIRE STATION	\$0	\$19,111	\$0	\$0	\$19,111	\$5,000	\$5,000	\$31.00
3/18/2020	A	LOCATION 33	6340/6351 MAURICE UNNERSTALL DR	01 CONTENTS ONLY @ WASHINGTON FD TRAINING CENTER	\$0	\$129,349	\$0	\$0	\$129,349	\$5,000	\$5,000	\$207.00
3/18/2020	A	LOCATION 34	HWY K & OLD HWY K	01 SALT SHED 30 X 40	\$50,000	\$0	\$0	\$0	\$50,000	\$5,000	\$5,000	\$93.00
3/18/2020	A	LOCATION 34	HWY K & OLD HWY K	02 OUT BUILDING 10 X 10	\$10,000	\$0	\$0	\$0	\$10,000	\$5,000	\$5,000	\$19.00

A-ADDITION; C-CHANGE; D-DELETION

Issued by the Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110 Jefferson City Missouri 65102

By:



Date: 3-27-2020

COUNTY OF FRANKLIN

Endorsement #2

Agency Name: NEC INSURANCE, INC

Effective Date	A C D	Location	Physical Address	Description	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
3/18/2020	D	LOCATION 02	1 PAUL PARKS DR	01 ST CLAIR AMBULANCE TOWER	\$14,759	\$0	\$0	\$0	\$14,759	\$5,000	\$5,000	-\$23.00
3/18/2020	D	LOCATION 09	1505 HENDRICKS RD	01 LONDELL - SWB CELL SITE	\$11,368	\$0	\$0	\$0	\$11,368	\$5,000	\$5,000	-\$17.00
3/18/2020	D	LOCATION 25	HWY E	01 HWY E TOWER SITE	\$1,227	\$0	\$0	\$0	\$1,227	\$5,000	\$5,000	-\$2.00
3/18/2020	D	LOCATION 26	HWY ZZ	03 C & HWY ZZ TOWER	\$0	\$10,030	\$0	\$0	\$10,030	\$5,000	\$5,000	-\$15.00
3/18/2020	D	LOCATION 28	RED CEDAR LN	01 RED CEDAR LN TOWER	\$11,200	\$0	\$0	\$0	\$11,200	\$5,000	\$5,000	-\$17.00
3/18/2020	A	LOCATION 31	MINE RD	02 TOWER RADIO @ PEA RIDGE	\$140,000	\$0	\$0	\$0	\$140,000	\$5,000	\$5,000	\$213.00
Totals					\$51,854,024	\$9,334,534	\$0	\$0	\$61,188,558			\$1,393.00

A-ADDITION; C-CHANGE; D-DELETION

Issued by the Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110 Jefferson City Missouri 65102

By:



Date: 3-27-2020



Commission Order No. 2020-160

Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, April 14, 2020
Appointment

IN THE MATTER OF REAPPOINTMENT TO THE FRANKLIN COUNTY BOARD OF ZONING ADJUSTMENT

WHEREAS, Gordon Upchurch is serving as a member of the Franklin County Board of Zoning Adjustment for a term that expires May 4, 2020; and

WHEREAS, a term of the Board of Zoning Adjustment consists of four (4) years and members may be reappointed to successive terms without limitation;

IT IS THEREFORE ORDERED by the County Commission of Franklin County that Gordon Upchurch be reappointed to a four (4) year term effective May 5, 2020 and expiring May 4, 2024; and

IT IS FURTHER ORDERED that the County Commission deliver a copy of this order to the Franklin County Planning and Zoning Department and to said appointed member as listed below.

Gordon Upchurch
206 East Locust Street
Union, MO 63084

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, April 14, 2020
Appointment

IN THE MATTER OF REAPPOINTMENT TO THE FRANKLIN COUNTY BOARD OF ZONING ADJUSTMENT

WHEREAS, Derek Schriewer is serving as a member of the Franklin County Board of Zoning Adjustment for a term that expires May 4, 2020; and

WHEREAS, a term of the Board of Zoning Adjustment consists of four (4) years and members may be reappointed to successive terms without limitation;

IT IS THEREFORE ORDERED by the County Commission of Franklin County that Derek Schriewer be reappointed to a four (4) year term effective May 5, 2020 and expiring May 4, 2024; and

IT IS FURTHER ORDERED that the County Commission deliver a copy of this order to the Franklin County Planning and Zoning Department and to said appointed member as listed below.

Derek Schriewer
10 East 4th Street
Washington, MO 63090

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, April 14, 2020
Report

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

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

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

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

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

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the Consent Agenda for April 14, 2020 addressing the below listed items is hereby approved, to wit:

Liquor Licenses:

Abstract of Fees: Building Department Fees – March 2020

Auctioneer Licenses:

Other:

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

BUILDING DEPARTMENT'S MONTHLY REPORT
FUND 450

REPORT FOR MONTH OF MARCH 2020 OF RECEIPTS
GIVEN TO THE FRANKLIN COUNTY TREASURER

Receipts:

450-000-342-17-00	Sale of Books	\$	0
450-000-342-28-00	Review/Permit Fees	\$	64,273.19
450-000-369-10-00	Forfeited Escrow	\$	1,600.00
450-000-369-10-00	Miscellaneous	\$	106.80

Total Receipts:		\$	65,979.99
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Less Disbursements:

450-661-110	Refunds	\$	0
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	65,979.99

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Thursday, April 14, 2020
Order

**IN THE MATTER EXTENDING
THE DECLARATION OF THE
STATE OF EMERGENCY IN
FRANKLIN COUNTY, MISSOURI
AND EXTENDING ADDITIONAL
COMMISSION ORDERS RELATED THERETO**

WHEREAS, on March 17, 2020 the County Commission of the County of Franklin, Missouri adopted Commission Order No. 2020-123 Declaring a State of Emergency in Franklin County, Missouri; and

WHEREAS, the conditions which prompted the County Commission to declare a State of Emergency in Franklin County still exist; and

WHEREAS, in an effort to prevent the spread of the COVID-19 virus the County Commission of the County of Franklin, Missouri adopted Commission Order Nos. 2020-124, 2020-128, 2020-129, 2020-130, and 2020-131, all of which expire at Noon on April 17, 2020; and

WHEREAS, the County of Franklin, Missouri, is being impacted by the worldwide spread of COVID-19; and

WHEREAS, the President of the United States and the governor of the State of Missouri, have both declared States of Emergency; and

WHEREAS, the disease has spread to Franklin County, Missouri; and

WHEREAS, the spread of infectious diseases poses a significant risk to the health, safety and wellbeing of the people of the County of Franklin, Missouri; and

WHEREAS, measures to limit the spread of this virus may place a strain upon the resources of citizens, businesses, municipalities, and the County of Franklin, Missouri, and

WHEREAS, the County of Franklin, Missouri may establish relationships and work cooperatively with other governmental units in matters relating to public health, safety and welfare and all other government functions in which the people of the County could gain through those cooperative relationships in this time of emergency; and

WHEREAS, the County Commission of the County of Franklin, Missouri has the authority pursuant to the provisions of state law including, but not limited to, Section 192.300 RSMo. to make and promulgate orders, rules or regulations, respectively as will tend to enhance the public health and prevent the entrance of infectious, contagious, communicable or dangerous diseases into the County of Franklin, Missouri; and

WHEREAS, after the promulgation and adoption of such orders, rules or regulations by the County Commission of the County of Franklin, Missouri the County Commission shall make and enter an order or record declaring such orders, rules or regulations to be printed and available for distribution to the public in the Office of the County Clerk, and shall require a copy of such order to be published in some newspaper in the County in three successive weeks, not later than thirty days after the entry of such order, rule or regulation; and

IT IS THEREFORE ORDERED, by the County Commission of the County of Franklin, Missouri that Commission Order No. 2020-123 Declaring a State of Emergency shall remain in effect and is extended until midnight, April 24, 2020 at which time it shall automatically expire unless extended by further action of the County Commission.

IT IS FURTHER ORDERED, by the County Commission of the County of Franklin, Missouri, that Commission Order Nos. 2020-124, 2020-128, 2020-129, 2020-130, and 2020-131 shall remain in effect and are hereby extended until midnight, April, 24, 2020 at which time they shall automatically expire unless extended by further action of the County Commission.

IT IS FURTHER ORDERED, that if any part of this Commission Order is invalid for any reason, such invalidity shall not affect the remainder of this Order.

IT IS FURTHER ORDERED, that a copy of this Order be provided to Tim Baker, County Clerk, and that a copy of this order be printed in the Missourian for three successive weeks commencing immediately upon the adoption of this Order.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District