County Commission

Regular Meeting Agenda

400 East Locust Street, Room 201
Union, MO 63084
http://www.franklinmo.org/

Tuesday, April 28, 2020 | **10:00 AM** | **Commission Chambers**

Opening

I. Call to Order

II. Minutes Approval

1. Thursday, April 16, 2020
2. Tuesday, April 21, 2020

III. Action Items

a. Commission Order 2020-165 In the Matter of Adopting an Employee Personnel Policy for Designated Employees of the County of Franklin, Missouri

b. Commission Order 2020-183 In the Matter of Authorizing the Execution of a Lease of Certain Real Estate Owned by Franklin County, Missouri to Richard Long and Meghan Ohlrich Long

c. Commission Order 2020-184 In the Matter of Annexation Ordinance #20-13094 from the City of Washington Filed with the Clerk of the Franklin County Commission

d. Commission Order 2020-185 In the Matter of Annexation Ordinance #20-13095 from the City of Washington Filed with the Clerk of the Franklin County Commission

e. Commission Order 2020-186 In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such

f. Commission Order 2020-187 In the Matter of Renewing the AT&T ILEC Service Agreement for the Primary Rate ISDN, Smart Trunk Service

g. Commission Order 2020-188 In the Matter of Approving and Authorizing Execution of a Renewal Service Agreement with Smiths Detection

h. Commission Order 2020-189 In the Matter of Approving and Authorizing Execution of a Lease and Service Agreement with Boland Energy

i. Commission Order 2020-190 In the Matter of Approving and Authorizing Execution of a Joint Letter of Commitment Agreement Between the Franklin County Health Department and NCADA

j. Commission Order 2020-191 In the Matter of Approving the Consent Agenda and All the Items Listed Thereon

IV. Discussion Items and Reports

A. Commission Discussion

V. Adjournment

Commission Order No. 2020-165
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Policy

IN THE MATTER OF ADOPTING AN EMPLOYEE PERSONNEL POLICY 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 personnel rules and regulations for County employees; and

WHEREAS, the County Commission of the County of Franklin, Missouri has previously adopted a personnel policy for designated employees of the County of Franklin, Missouri; and

WHEREAS, the County Commission of the County of Franklin, Missouri has determined that the existing personnel policy is in need of revision; and

WHEREAS, the County Commission of the County of Franklin, Missouri has reviewed the proposed personnel policy.

IT IS THEREFORE ORDERED, by the County Commission of the County of Franklin, Missouri, that the Personnel Policy Manual dated April 9, 2020 marked Exhibit A and attached hereto and incorporated herein by reference as if fully set forth is hereby approved and adopted as the personnel policy manual for the employees designated therein. .

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 Metcalf, County Recorder, Mary Jo Straatmann, Public Administrator, and Matthew C. Becker, Prosecuting Attorney.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

County of Franklin, Missouri

Personnel Policy Manual

For the Offices of the:

- Assessor
- Auditor
- Building
- Collector of Revenue
- County Clerk
- County Commission
  - Emergency Management
  - Health Department
  - Information Systems/Geographic Information/911 Addressing
  - Public Works – Highway, Building, and Planning & Zoning
- Human Resource
- Maintenance
- Municipal Court
- Purchasing
- Prosecuting Attorney
  - Child Support
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer

DATED APRIL 9, 2020

Franklin County Officeholders

Assessor .....Thomas Copeland
Auditor .....Angela Gibson
Collector of Revenue .....Doug Trentmann
Presiding Commissioner .....Tim Brinker
Commissioner, District 1 .....Todd Boland
Commissioner, District 2 .....Dave Hinson
County Clerk .....Tim Baker
Prosecuting Attorney .....Matthew Becker
Public Administrator .....Mary Jo Straatmann
Recorder of Deeds .....Jennifer Metcalf
Sheriff .....Steven Pelton
Treasurer .....Debbie Aholt

Franklin County is an Equal Opportunity Employer.
In compliance with the Americans with Disabilities Act, the county will provide reasonable accommodations to qualified individuals with disabilities.

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Chapter 1

GENERAL PROVISIONS

- **Purpose**
- **Applicability**
- **Responsibility**

Section 1-1 Purpose

The purpose of this manual is to provide the framework for the uniform application of personnel policies and procedures which affect employment with the County of Franklin, Missouri (hereinafter defined as the "County" or "Franklin County"). These policies and procedures were developed and approved by Franklin County elected officials and ratified by the County Commission in order to provide the terms and conditions of employment for all County employees, interns and volunteers.

These policies are not intended to be a contract between the County, or any elected officials thereof and its employees and does not create contractual rights for employees. The County reserves the right to revise, supplement or rescind any policies or any portion of the manual from time to time as it deems appropriate. Any revisions to the existing policies will be approved by the County Commission.

Employees will be notified of any changes to the manual as they occur.

Section 1-2 Applicability

The provisions of this manual cover County employees working for the following elected offices in the following departments:

Assessor
Auditor
Collector of Revenue
County Clerk-Voter Registration "County of Franklin" ("County")
County Commission
Health Department
Prosecuting Attorney (including Child Support)
Public Administrator
Recorder of Deeds
Sheriff
Treasurer
Highway (when not in conflict with contract)
Human Resources
Emergency Management Agency
Building Department
Maintenance Department
Planning and Zoning (including GIS)
Purchasing
Municipal Court

Employees who are members of an authorized and accepted bargaining unit and covered by a separate contract may also be covered by this manual. However, if there is a conflict between the information contained in this manual and the contract, the provisions of the contract will prevail for bargaining unit employees.

Section 1-3 Responsibility

Each elected official will be responsible for the proper administration of these policies and will retain the authority for making employment decisions affecting employees in their office or department including hiring, promotion, transfer, demotion, discipline and termination. This manual will not be construed as limiting in any way the power and authority of any elected official to make operating departmental rules and regulations governing the conduct and performance of employees. However, departmental rules and regulations should not conflict with provisions of this policy manual.

Any office or department may have internal operating procedures necessary for the efficient operation of such office or department and to regulate the particular needs of such office or department so long as such procedures and policies are not in conflict with this policy. Any policy of an office or department which is in conflict with this policy shall be of no effect. A copy of all department or office policies shall be filed with Human Resources and County Clerk and shall be included as addendums to this policy.

Chapter 2

DEFINITIONS

The following words and phrases will have the meanings indicated throughout these policies except where the content clearly indicates otherwise.

Anniversary Date	See “Date of Employment”
Appointing Authority	The elected official or designee of the elected official or any person having the power by virtue of state law or other lawfully delegated authority to make appointments to positions in the County service.
Appointment	The designation to a position in the County of service of a person who has qualified for the appointment through an appropriate selection process.
Break in Service	An employee shall be considered to have a break in service when such employee misses five (5) or more work days while in an unpaid status between the transitions from part-time or temporary status prior to attaining full employment status. In addition, an employee shall be considered to have had a break in service if he or she transfers from one department or office to another and as a result of such transfer is unemployed and is in an unpaid status by Franklin County for five (5) or more days. A break in service shall also occur if an employee leaves the employment of Franklin County and is in an unpaid status for five (5) or more day sand returns to the same office or department thereafter. If a break in service occurs an employee’s Date of Employment shall be the date upon which the employee returns to work.
Classification	The original assignment of a position to an appropriate class on the basis of the nature, difficulty, and responsibility of work to be performed, work experience and minimum education.
Classification Specification	A written statement of the characteristic duties, responsibilities and qualification requirements of class.
Compensatory Time	Time off given in lieu of payment of overtime to non-exempt employees.
Complaint Manager	The Director of Human Resources or the Prosecuting Attorney.
County Commission	The duly elected governing body of Franklin County, Missouri or a designee when appropriate.
County Employee	An employee who is employed by and serves under the direction and at the will of an elected official.
Date of Employment	The date an employee begins processing after an offer of employment has been made and accepted.
Date of Termination	The date an employee separates from employment.
Demotion	The voluntary or involuntary movement of an employee from one pay grade having a lower maximum salary rate.
Department Head	An appointed administrator, a manager, or director who reports directly to an elected official, or officials who is entrusted with the overall direction of an office or department and who makes decisions.

Elected Official	A duly elected official of Franklin County, Missouri or a designee when appropriate.
Exempt Employee	An employee who is exempted from the provision of the Fair Labor Standards Act (FLSA) by the Act or who is not covered by the Act, particularly as it relates to overtime.
Immediate Family	Immediate family means the employee's spouse, parent, sibling, or child.
Layoff	Employment separation made necessary by lack of work or funds or other reasons not related to fault, delinquency, or misconduct on the part of an employee.
Non-Exempt Employee	An employee who is covered by the provision of the Fair Labor Standards Act (FLSA), particularly as related to overtime.
Overtime	Any time worked in excess of that required in the "standard work cycle" for a given position. For the purposes of this policy, the standard work cycle for the covered employees shall be 37 ½ hours per week. Non-exempt employees who work more than 37 ½ hours per week shall receive additional compensation at the rate of 1 ½ times the employee's normal hourly rate for all time worked in excess of 40 hours. Exempt employees shall not be entitled to overtime pay or compensatory time. (See Section 6-5 regarding Overtime and Compensatory Time for Law Enforcement Personnel).
Position	A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full-time, part-time, or temporary employment of one person.
Pay Grade	A salary range within a minimum and maximum rate of pay.
Position Description	A written statement of the characteristic duties, responsibilities, and qualification requirements of a position.
Promotion	The movement of any employee from a position or class of a pay grade to a position of another pay grade having a higher salary rate.
Resignation	A voluntary employment separation initiated by the employee.
Retirement	A voluntary employment separation initiated by the employee who meets age requirements of the LAGERS retirement program established by the State of Missouri as such currently exists or may hereafter may be modified by the State of Missouri and who has at least ten (10) years of service with Franklin County.
Serious Health Condition	All illness, injury, impairment (physical or mental) that involves inpatient care in the hospital, hospice, residential, medical facility or continuing treatment by a health care provider, as defined by the Family and Medical Leave Act of 1993.
Supervisor	Supervisor means an individual with the authority to assign, direct, and review the work of two or more subordinates and, as used in this policy the term "supervisor" shall also include each elected official and department head.

Transfer	The movement of an employee from one department, division, or unit of the county government to another or from one position to another position or class of the same pay grade.
Vacancy	A duly created position which is not occupied and for which funds have been provided.
Worked	For the purposes of overtime compensation and compensatory time calculation the term “worked” shall mean the employee is actually performing duties for Franklin County and is not absent or in a leave status, whether authorized or not.
Year	A calendar year unless otherwise specified in a particular section.

Chapter 3

GENERAL EMPLOYMENT POLICIES

- **At-Will Employment**
- **Open Communications Policy**
- **Equal Employment Opportunity**
- **Anti-Harassment and Non-Discrimination Provisions**
- **Provisions Pertaining to Employees with Disability**
- **Immigration Law Compliance**
- **Employment of Relatives**
- **Outside Employment**
- **Conflict of Interest**

Section 3-1 At-Will Employment

Employment with Franklin County is at-will. Employees are free to resign at any time, for any reason, with or without cause or notice. Similarly, Franklin County, or any elected official thereof, may terminate the employment relationship of any employee under their supervision at any time, for any reason, with or without cause or notice.

Policies set forth in this manual are not intended to create a contract, expressed or implied, guaranteeing employment for a specific duration, nor are they to be construed to constitute contractual obligations of any kind of a contract of employment between Franklin County and any of its elected county officials and any of their employees.

Section 3-2 Open Communications Policy

Franklin County elected officials believe that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Therefore, employees are strongly encouraged to voice concerns openly and directly to their elected County officials or supervisors to resolve any misunderstandings or conflicts before serious problems develop. If a situation persists that an employee believes is detrimental to them or to the county, they should discuss it with their immediate supervisor, department head, or elected official in order to work out a satisfactory solution to the problem.

Section 3-3 Equal Employment Opportunity

Franklin County and its elected officials provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, and age, and disability, status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Section 3-4 Anti-Harassment and Non-Discrimination Provisions

(a) Policy Statement

Franklin County and its elected officials are committed to providing a work environment that is free from all forms of discrimination, including freedom from sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

It is against the policy of Franklin County for any employee to sexually harass another employee by:

1) Making acceptance of unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of continued employment.

2) Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or

3) Creating an intimidating, hostile, or offensive working environment by such conduct.

(b) Responsibility.

All employees are encouraged to assist in the development and maintenance of a work environment free from discrimination and respecting the rights of their coworkers and the rights of citizens with whom they come into contact. Any supervisor or employee who becomes aware of unlawful harassment must notify the Director of Human Resources. In the event the allegations of harassment involve an elected official,

such conduct should be reported to the County Commission. Franklin County will not retaliate against any employee who files a good faith complaint pursuant to this policy.

(c) Franklin County's elected officials will act positively to investigate alleged sexual or other unlawful harassment claims and to promptly and effectively remedy them when an allegation is determined to be valid. The following complaint procedure should be followed if an employee experiences any job-related harassment based on sex, race, color, age, religion, national origin, or disability, or believe that they have been treated in an unlawful, discriminatory manner. Any complaint will be kept confidential to the maximum extent possible. Anonymous complaints may not be investigated.

1) The employee should confront his/her harasser directly, unless such confrontation would be futile or inappropriate.

2) The employee should report any incident to the Director of Human Resources, who will investigate the matter and take appropriate action, including reporting it to the next level of management or their elected official or department administrator.

3) The employee shall prepare a written complaint, including identification of all witnesses and supporting documents. During the investigation, the accused may be placed on administrative leave.

An internal grievance procedure has been adopted to provide for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations which implement Title II of the Americans with Disabilities Act. Complaints should be filed with the Human Resources Department.

I. A complaint should be filed in writing, containing the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

II. A complaint should be filed within 30 calendar days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.

III. An investigation, as may be appropriate, will follow a filing of a complaint and will be conducted by the Human Resources Department. These rules contemplate informal but thorough investigations, affording all interested person and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the Department of Justice regulation, the County is not required to process complaints from applicants for employment.

IV. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by the Human Resources Department and a copy forwarded to the complainant no later than fifteen (15) working days after its filing.

V. The Human Resources Department will maintain the files and records of the County relating to the complaints filed.

VI. The right of a person to a prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

VII. These rules will be construed to protect the substantive rights of interested person who meet appropriate due process standards, and to assure what the County complies with the ADA and implementing regulations.

d) Consequences of Harassment

Sexual or other unlawful harassment is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. If it is determined that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee by their elected official or department head, up to and including termination of employment.

Any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation is strictly prohibited. However, if after investigating any complaint of harassment or unlawful discrimination, it is determined that the complaint is not bona fide or that employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Section 3-5 Provisions Pertaining to Employees with Disability

Franklin County complies with the Americans with Disabilities Act (ADA) and does not discriminate against qualified individuals with disabilities in regard to job application procedures, hiring, or discharge of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability will, because of such disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in county programs or activities.

Franklin County will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Qualified individuals with disabilities may make requests for reasonable accommodation to the Non-Discrimination Coordinator, the Director of Human Resources. Any employee who believes this policy has been violated may file a complaint pursuant to the Grievance Procedure, supra.

Section 3-6 Immigration Law Compliance

Franklin County employs only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Form I-9 and present documentation establishing identity and employment eligibility to the County Clerk, prior to beginning their first day of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with Franklin County within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Section 3-7 Employment of Relatives

Elected officials and department heads will exercise sound judgment in the placement of related employees in accordance with Article VII, Section 6 of the Missouri Constitution and the following guidelines:

(a) A County employee may not appoint or promote any person over whom the employee exercises jurisdiction or control who is a member of the immediate family of the employee. That is, no employee is permitted to work within the “chain of command” of a relative such that one relative’s work responsibilities, salary or career progress could be influenced by the other relative.

(b) No relatives shall be hired or shall be permitted to work in the same department if the hiring of such relative would result in relatives being within the direct “chain of command” of one another. For purposes of this section “chain of command” shall mean the relationship between employees whereby one employee has either direct supervision over another employee or the employee is directly involved in the evaluation or evaluation review of another employee. Relatives are also

precluded from being hired into any other position in which an inherent conflict of interest may exist or would be in violation of any provision of the Missouri Constitution or Missouri law.

(c) If a relative relationship is established after appointment in which there is a coworker or supervisor-subordinate relationship, the appropriate elected official or department head will determine if a conflict or potential conflict may arise and if it is necessary to transfer one of the employees.

(d) For purposes of this section, “family member or relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation and individuals who are not legally related but who reside with another employee. This policy applies to all categories of employment, including full-time, part-time, and temporary classification.

(e) Employees who marry or become members of the same household may continue employment as long as there is not:

(1) A direct or indirect supervisor/subordinate relationship between such employees; or

(2) An actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, the County shall attempt to find a suitable position within the County to which one of the affected employees may be transferred. If a combination of the nature is not feasible, the employees will be interviewed to determine which one of them will resign.

Section 3-8 Outside Employment

It is the policy of the County of Franklin to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below and within any limits established by the County’s insurance carrier. Any like service performed by an employee who involves the use of any County property, equipment or vehicle for private compensation is deemed to be a direct conflict of interest and shall not be allowed. In addition, any outside activity or job which has the appearance of a conflict of interest shall also be prohibited. Any outside employment which adversely affects job performance and the ability to fulfill all responsibilities to the County will be considered a conflict of interest.

Section 3-9 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative due to business dealings with the County. The purpose of these guidelines is to provide general directions so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

(a) All employees will be subject to the conflict of interest provisions of Sections 105.452 and 105.454 RSMo., in effect as of the date this policy is adopted and as such sections may from time to time be amended.

(b) No County employees may derive personal financial gain resulting from any purchase of goods or services by the County.

(c) No County employee may use or disclose confidential information obtained in the performance of County business.

(d) No County employee will hold a financial interest in a firm, institution, corporation or other establishment supplying goods or services to the County.

(e) No County employee will have a direct or indirect financial interest in any contract or in the sale of the County of land, materials, supplies, or services, except on behalf of the County as an officer or employee.

(f) No County employee will be employed in any capacity with a firm, institution, corporation, or other establishment supplying goods or services to the County when that capacity means the possession, direct or indirect, of the powers to direct or cause the direction of the management and policies of the organization.

Chapter 4

APPLICANTS AND ORIENTATION

- **Employment Applications**
- **Criminal Record Checks/Pre-Employment**

Section 4-1 Employment Applications

Franklin County relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. All applications shall be signed and the truth of the statements contained therein certified by signature. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

Section 4-2 Criminal Record Checks/Pre-employment

Criminal Records checks will be conducted prior to the conditional offer of employment with respect to all applicants for positions with the County. Employees and applicants may have their applications rejected or be subject to dismissal if a background check reveals a criminal conviction that has a bearing on the work to be performed for the County or if they pose a risk of harm or loss to the public Applicants may also be required to submit to a fitness-for-duty examination and/or a drug test after receiving an offer of employment.

Chapter 5

EMPLOYMENT STATUS AND RECORDS

- **Employment Status**
- **Personnel Records**
- **Personnel Data Changes**
- **Performance Evaluations**
- **Position Descriptions and Classification Specifications**
- **Transfers**

Section 5-1 Employment Status

For purposes of salary administration, eligibility for compensatory time or overtime payments and employee benefits, each employee will belong to one of the employment categories listed below, which is noted on his/her job description. In addition to these categories, each employee will be designated as either NONEXEMPT or EXEMPT from federal state wage and hour laws (For more information refer to Section 6-2. Overtime and Compensatory Time). Employees will be informed of their initial employment category and of their status as exempt or nonexempt by their department supervisor.

(a) Introductory Period

All new and rehired employees will work on an introductory basis for the first 60 days after their date of hire, unless extended. Introductory employees are not entitled to benefits except mandatory items such as Workers Compensation, Social Security, potentially CERF and/or LAGERS Benefits and holiday pay. If a full time employee successfully completes the introductory period s/he becomes eligible for health care benefits on the first day of the following month (i.e. on the first day of the month following 60 days of employment).

(b) Full-Time Employees

Full-time employees are those who are not in a seasonal or temporary status and who are regularly scheduled to work at least thirty (30) hours per week. Full-time employees are eligible for the county's benefit package, including paid leave and fringe benefits.

(c) Part-Time Employees

Part-time employees are those who are not assigned a seasonal or temporary status and who are regularly scheduled to work less than thirty (30) hours per week.

(1) Part-time Employees with Limited Benefits

Part-time employees with limited benefits are those who are not in a temporary status and who are assigned to a budgeted position that is scheduled to work 20-29 hours per week (for a cumulative total of at least 1000 hours per year). Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible for personal leave on a pro rata basis, rounded up to the nearest half day, LAGERS, and CERT retirement benefits. However, they are ineligible for all other fringe benefits including health, dental, and life insurance.

(2) Part-Time Employees without Benefits

Part-time employees without benefits are those who are not in a temporary status and who are assigned to a budget position that is scheduled to work less than 1,000 hours in a continuous 12 month period. Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible to receive all legally mandated benefits (such as worker's compensation insurance and Social Security), but they are ineligible for all other county benefit programs except for "holiday pay" if the holiday falls on the day the employee is regularly scheduled to work.

(d) Temporary or Seasonal Employees

Temporary and/or seasonal employees are those who are hired on the county's payroll to work on a full-time or part-time basis as interim replacements; to temporarily supplement the work force; or to assist in the completion of a specific project. Such employees may be exempt or nonexempt from overtime requirements. Employment assignments in this category are of a limited duration normally not to exceed four (4) consecutive months. While temporary

employees receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the county's other benefits.

(e) Internships

Interns are college students who, for a maximum of ten weeks, are employed by the Country through a college or university internship or cooperative education program for college credit. Internships may be paid or non-paid. While paid interns receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the County's other benefit programs.

Section 5-2 Personnel Records

(a) Confidential Personnel File

Franklin County maintains a confidential personnel file on each County employee, which is the property of Franklin County. Personnel files will be maintained by Director of Human Resources. An employee's personnel file includes such information as the employee's job application, resume, emergency contacts, and records of training and educational accomplishments, performance evaluations, and letters of recommendation, records of disciplinary actions, salary information and other employment records. Personnel files are the property of the County and will be maintained for a minimum of three (3) years after termination of each employee. Medical information, including benefits records, will be kept confidential in a separate location from the personnel file.

(1) Confidentiality

Personnel files are not open to public inspection. Only personnel authorized by the elected official, department head and those persons authorized in writing by the affected employee who have a legitimate reason to review the personnel file are allowed to do so. Further, disclosure will be made pursuant to Court Order or to an investigatory agency pursuant to State and/or Federal law.

(2) Inspection by Employees

Employees may inspect their own personnel records. Such an inspection must be requested in advance and at a mutually convenient time scheduled by the authorized personnel or department representative. Employees must review their own personnel files in the presence of this representative. Employees may not remove documents in their personnel file.

(3) The Director of Human Resources will respond to all reference check inquiries from other prospective employees by providing only dates of employment, title(s), and wage rates.

(b) Payroll Records

Payroll and retirement records are maintained by the Human Resources Director for each County employee. Payroll records contain information such as employees' names, positions, addresses, salaries, tax deductions, garnishments, etc. In accordance with RSMo 610.023, these records are open to the public unless specified otherwise by federal or state law. However, due to the sensitive nature of employees' personal and payroll information, this information will only be released or communicated to other County employees (except for legitimate business reasons) and the public, if a written request is received from the individual requesting the information and it is approved by the Director of Human Resources, and County Clerk. A reasonable fee, not to exceed the actual cost of document search and duplication may be assessed. Request for Records forms are available in the County Clerk's office.

Section 5-3 Personnel Data Changes

It is the responsibility of each employee to insure that the information contained in his or her personnel file is current and accurate by notifying Human Resources Director's Office of any changes in personal data as soon as possible after the change occurs. Personal mailing addresses, telephone number and names of dependents, individual to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Section 5-4 Performance Evaluations

(a) Purpose.

The purpose of performance evaluations is to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

(b) Responsibilities.

The Director of Human Resources may maintain and ensure timely completion of employee performance evaluation forms for employees in departments under the direction of the County Commission and as designated by other County elected officials.

(c) Procedure.

An annual performance evaluation will be completed by the employee's supervisor and discussed with the employee. Each employee will be asked by their supervisor to sign the appraisal form after it has been discussed with them. Performance evaluations will become a part of an employee's confidential file.

Section 5-5 Position Descriptions and Classification Specifications

Written position descriptions or classification specifications are required for all County positions. All descriptions will be approved by the appropriate supervisor and acknowledged by the employee who is occupying the position by signing the document at the time of appointment to any new position. Position descriptions must be developed and contain the following information.

(a) Position title, department name, pay grade, FLSA status, and title of the position's supervisor;

(b) Purpose of the position;

(c) Essential and non-essential duties and responsibilities of the position;

(d) Minimum training and experience required to perform the essential job functions of the position.

Section 5-6 Transfers

A transfer of employees between offices or departments shall be permitted if agreed to by the heads of both offices, in writing. Transfer will not result in a break in service.

Chapter 6

COMPENSATION

- **Compensation**
- **Overtime and Compensatory Time**
- **Salary Payment to Exempt Employees**
- **Payroll Deductions**

Section 6-1 Compensation

Employees of Franklin County shall be compensated according to a payroll plan prepared by the Department of Human Resources and approved by the County Commission with a schedule of pay grades consisting of a salary range with a minimum, middle and maximum rate of pay for each position or classification.

(1) Pay Rates.

(a) Hiring Rate of Pay

The normal starting rate for new employees will normally be the minimum rate of the pay grade. If budgeted funds are available, an appointing authority may offer higher than the minimum rate if the candidate's education and/or experience exceed the minimum qualifications for the position. Hiring rates above the minimum rate require advance approval from the County commission.

(b) Advancement within Salary Range

An employee may receive pay increases on an annual basis as the applicable authority deems appropriate. Increases are contingent on the following factors:

(1) Budget approval by the County Commission;
(2) At least six months of continuous service has elapsed since the employee was hired, promoted or demoted;
(3) The increase will not exceed the maximum rate for the grade; and
(4) The officeholder or department administrator certifies that the employee has achieved the required level of performance and has recommended, in writing, advancement to the next higher rate.

(2) Payday.

All County employees are paid on a biweekly basis (every other Friday). Employees will be paid via direct deposit, and will be provided an earnings statement. Authorized and required payroll deductions will be made and reflected on the employee's earnings statement each pay period.

Section 6-2 Overtime and Compensatory Time

It is the responsibility of each supervisor to develop methods and procedures to maximize productivity and reduce or avoid the need for overtime. It is the responsibility of each employee to work as efficiently as possible to accomplish his or her job duties during regularly scheduled work hours. The officeholder or department administrator must approve all overtime in advance. In the event a department, agency or office is eligible for grant funds which are dedicated to be used for overtime compensation, the selection of which employees are to be utilized to fulfill the needs for which the grant is intended, shall be up to the appropriate elected official/department head. For the purpose of meeting the goals of such grants any employee selected to work under the requirements of the grant shall be allowed credit as time worked for any authorized time off during the grant term when calculating eligibility for overtime payment under such grant.

When operating requirements or other needs cannot be met during regular working hours, the following provisions will apply to employees who are required to work overtime hours.

(a) Work Week Defined

The Fair Labor Standards Act (FLSA) establishes overtime requirements for employees who are covered by the Act. The work week will cover a fixed period of seven (7) consecutive days, beginning Sunday at 12:01 a.m. and ending on the following Saturday at Midnight, unless otherwise specified in writing to employees by the department's elected official.

(b) Compensatory Time

The FLSA allows government employees to provide FLSA compensatory time (comp time) off in lieu of monetary overtime compensation. Non-exempt employees (refer to paragraph (d) FLSA Non-Exempt Positions) will earn FLSA comp time or overtime pay for all overtime worked in excess of 40 hours during a work week at a rate equal to 1 ½ times the employee's normal rate.

Any person appointed to a non-exempt County position will be informed of the requirement of this section (i.e. compensatory time in lieu of cash payment for overtime worked) and agreement is a condition of employment. All non-exempt employees will be required to sign the compensatory time agreement. The original of the signed agreement will be retained by Human Resources Department and a duplicate copy will be retained in each employee's confidential personnel file.

The use of compensatory time must be approved by the employee's supervisor. All FLSA compensatory time must be used within four (4) weeks from when it was earned. It is the responsibility of the department head or elected official to insure that the employee is given the opportunity to utilize earned FLSA comp time. Any earned FLSA compensatory time which is not utilized within said four (4) weeks from when it was earned shall be paid at a rate equal to 1 ½ times the employee's normal rate.

(c) Payment of Overtime

Employees transferring to other departments within the County will be paid for all earned FLSA compensatory time at their previous rate of pay from the previous department's budget prior to transferring so that any employee who transfers will have a "zero" balance for overtime and/or comp time as of the date of transfer. Upon termination of employment, any employee who has unpaid overtime or unused comp time shall be paid the appropriate sum at their final regular rate of pay.

(d) FLSA Exempt Positions

Exempt employees generally fall into three (3) categories as defined by the FLSA: executive, administrative, and professional. These employees are exempt from the overtime provisions of FLSA. All exempt employees as defined by the FLSA will be paid on a salary basis and are not entitled to receive compensatory time for hours worked in excess of 40 hours in a work week. Exempt employees may be required to keep time cards, depending on the nature of their work. Additionally, depending on the source of funding for the position, some exempt employees may be eligible for overtime.

Section 6-3 Salary Payment to Exempt Employees

Except as specifically authorized below, exempt employees are paid a fully salary in a pre-determined amount for any workweek in which the exempt employee performs work for the County. Unless compensation is provided through some other policy providing for paid time off, an exempt employee is not entitled to recede salary for a workweek in which he/she performs no work.

Section 6-4 Payroll Deductions

Deductions from employees' salaries are permitted in certain circumstances, including the following:

- Where required by law (such as mandatory tax withholding);
- Where authorized by the employee (such as deductions for health insurance premiums, employee purchases, etc.);
- To recoup salary payments advanced but not earned by the employee;

- Where an exempt employee works less than a full work week in the initial or final week of employment;
- Full-day absences caused by sickness or disability paid in accordance with the County's other plans, policies, or practices providing pay for those absences;
- Full-day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the County's other plans, policies, or practices providing pay for sickness or disabilities;
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA);
- Full-Day absences for personal reason other than sickness or disability;
- Disciplinary suspensions of one or more full days, or other deductions from pay in any amount, imposed as penalties for serious infractions of safety rules of major significance;
- Disciplinary suspensions of one or more full days for infractions of workplace conduct rules including, for example, violations of the County's policies prohibiting anti-harassment or workplace violence, prohibited use of drugs or alcohol, or violations of state and federal law.

Chapter 7

WORK SCHEDULE AND ATTENDANCE

- **Work Schedules and Attendance**
- **Recording Work Hours**
- **Attendance and Punctuality**
- **Weather-Related Emergency Closings**

Section 7-1 Work Schedules and Attendance

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Each supervisor will advise employees of the times their schedules will normally begin and end. The standard work schedule for all full-time employees is 8 ½ hours a day, including one (1) hour of duty-free lunch, five days a week.

Section 7-2 Recording Work Hours

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Franklin County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded. The supervisor will review and then sign the time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initiating the time record. Falsifying a time record is a breach of county policy and is grounds for disciplinary action, up to and including termination of employment.

Section 7-3 Attendance and Punctuality

Regular attendance and punctuality is expected of all county employees. Absenteeism and tardiness place a burden on other employees and may delay citizens in the transaction of business with the county. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Employees who have poor attendance and/or excessive tardiness or failure to report to work without prior notification, may be subject to loss of pay and other more serious disciplinary actions, up to and including termination of employment.

Employees who are absent from work for three consecutive days without giving proper notice will be considered as having voluntarily quit.

Section 7-4 Weather-Related Emergency Closings

In the event of weather-related or any other type of emergency which results in the closing of County buildings and/or facilities, employees shall have the choice of being off with pay by utilizing personal leave time, or without pay. Only essential employees, as determined by the appropriate elected official or department head, will report to work or will continue working. Nonexempt employees who are required to report to or remain at work shall report his/her hours, which must be approved by the appropriate elected official/department head. Any employee who remains at work or reports to work after having been told that County facilities and buildings were closed shall be instructed to return home unless instructed to remain at work by the Elected Official/Department Head for whom the employee works.

Chapter 8

HOLIDAYS

- **Eligibility**
- **Designation of Holidays**
- **Payment of Holidays**
- **General Conditions**

Section 8-1 Eligibility

Full-time and part-time employees with limited benefits will receive compensation for observed holidays. Part-time employees without benefits may be eligible for holiday pay.

Section 8-2 Designation of Holidays

The members of the County Commission have approved the following national and state holidays. This list is subject to change as modified by the County Commission.

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
The Friday before Easter
Harry S. Truman's Birthday (May 8)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24). In the event Christmas Eve falls on a Saturday or a Sunday, the holiday will be observed on the preceding Friday.
Christmas Day (December 25)

A recognized holiday that falls on a Saturday will normally be observed on the preceding Friday. A recognized holiday that falls on a Sunday will normally be observed on the following Monday. When Christmas Eve falls on a Sunday, it will be observed on the preceding Friday.

Section 8-3 Payment of Holiday

(a) Full-time Employees

All full-time employees will be paid for their regularly scheduled hours at their normal rate of pay for a holiday.

(b) Part-time Employees (See Chapter 5-1-d)

Part-time employees' right to receive holiday pay will depend upon the status of the part-time employee.

Part-Time without Benefits. Part-time, non-exempt employees without benefits are eligible to receive holiday pay for holidays on which they are normally scheduled to work for the number of hours which they would have worked but for the holiday.

Part-Time with Limited Benefit, Part-time, non-exempt employees with limited benefits are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work and only for their regularly scheduled number of hours.

(c) Temporary Employees
Temporary employees are not eligible for holiday pay.

Section 8-4 General Conditions

(a) An employee will not receive holiday pay for any holiday that falls within an unpaid leave of absence. For the purposes of determining who is eligible to receive holiday pay, any full-time employee who is absent the day before or the day after is ineligible for holiday pay unless he or she was absent with permission of the elected official or department head. For the purposes of determining who is eligible to receive holiday pay, any part-time employee who is absent the day before or the day after is ineligible for holiday pay unless he or she was absent with permission of the elected official or department head.

(b) If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Chapter 9

LEAVE

Personal Leave

- **Eligibility**
- **Personal Leave Days Accrual Schedule**
- **Leave of Absence without Pay**

Catastrophic Illness Leave Policy

- **Catastrophic Illness Leave Policy**
- **Carry Over of Personal Leave**
- **Health care Provider Statement**
- **Unused Catastrophic Illness Leave**
- **Other Employment**
- **Catastrophic Illness Leave and Other Leave Time**

Special Leave

- **Special Leave**

Section 9-1-a Eligibility

Personal Leave time off with pay is available to full-time and eligible part-time employees who have completed 60 days of employment to provide opportunities for rest, relaxation and personal pursuits as well as to allow time off due to illnesses which are not of a catastrophic nature. Part-time employees without benefits and temporary are ineligible for Personal Leave.

Section 9-1-b Personal Leave Days Accrual Schedule

(1) For purposes of accruing personal leave days, each employee shall have an anniversary date which is the date an employee was hired (See "definitions"). Personal leave days are accrued on a monthly basis. The number of days which an employee shall accrue on a monthly basis shall be determined based upon the employee's length of service. Adjustments in the number of days which an employee shall accrue on a monthly basis shall be made on each employee's anniversary date in accordance with the schedule contained in paragraph (2) below. The foregoing to the contrary notwithstanding any employee of the Sheriff's Department hereafter who converts from a "12-hour" employee to an 8, 7.5 or 10-hour employee" shall have their then-existing days converted to hours, on an hour-for-hour basis, and then readjusted to the rate to which they are transferring.

(2) Personal Leave Days. Eligible employees shall earn and accrue personal leave days at the following rate with the accrual thereof to be on a monthly basis effective as of each individual employee's anniversary date in 2005.

Years of Service	Leave
During First Year (cannot be used and not earned until completion of first 60 days).	16 days per year, 1.340 days per month
After Completion of First (1st)	17 days per year, 1.420 days per month
After Completion of Second (2nd)	18 days per year, 1.500 days per month
After Completion of Third (3rd)	19 days per year, 1.584 days per month
After Completion of Fourth (4th)	20 days per year, 1.670 days per month
After Completion of Fifth (5th)	21 days per year, 1.750 days per month
After Completion of Tenth (10th)	24 days per year, 2.000 days per month
After Completion of Fourteenth (14th)	26 days per year, 2.170 days per month

(3) The general conditions for earning and accruing personal leave days are as follows (the terms annual leave days and personal leave days are interchangeable and are intended to replace vacation days and sick leave):

(a) The standard practice in all offices and departments shall be for employees to schedule vacations in advance utilizing personal leave days through the appropriate elected official or department head. Vacations, through the use of personal leave days, are to be encouraged but must be arranged and scheduled in order to ensure that the needs of the County are met. All elected officials and department heads shall develop procedures to clearly allot personal leave time while accomplishing the mission of the office or department. Employees who request personal leave without having it scheduled in advance, or, at a minimum, providing two (2) weeks' notice prior to the desired commencement date stand the chance of having such request denied if the demands of the office dictate that the leave not be allowed.

(b) Each year of prior continuous employment with the County shall be counted in determining years of service for accrual of personal leave. If an employee terminated his employment with Franklin County or such employment is terminated by the County and thereafter the employee is rehired, the employee shall commence such new employment with no accrued benefits. If, however, an employee with the approval of the elected official is placed on a Long Term Leave of Absence (see Section 9-1-f) and desires to return to work and a position is available commensurate with

that which was held prior to the long term leave of absence starting, such employee may be reinstated with all previous benefits to include seniority for purposes of personal leave determination. If an employee is granted a Long Term Leave of Absence such will be without pay or benefits while on leave excepting only the ability to purchase medical and health insurance. No employee will be granted a non-health related leave of absence without first exhausting all personal leave benefits and will be granted a health-related leave of absence without having exhausted personal leave and catastrophic illness.

(c) An employee shall continue to earn personal leave days during a period of paid leave regardless of what type of paid leave the employee is utilizing.

(d) An employee shall not earn personal leave days during a period of leave without pay.

(e) An employee may take personal leave days only when authorized by his supervisor.

(f) Employees may carry over a maximum of 10 days personal leave; any excess shall be forfeited.

Section 9-1-c Leave of Absence without Pay

Leave of absence without Pay. The appropriate elected official may grant an employee a leave of absence without pay. Notice of a grant for leave of absence without pay shall be forwarded to the Commission and made a part of the employee's personal file. The general conditions for granting a leave of absence as contemplated herein are as follows:

(a) The employee must submit a written request to the appropriate elected official for a leave of absence without pay and must include the anticipated beginning and ending dates of the leave and the specific reasons for the leave.

(b) For a leave of absence without pay, the employee will be required to exhaust accrued personal leave days prior to being granted the leave of absence and if the leave is necessitated because of illness, the employee will be required to exhaust personal leave days and catastrophic illness days.

(c) Personal leave days shall not be earned during a period of leave of absence without pay.

(d) Only employees with ten (10) years or more of service shall be entitled to request a leave of absence without pay except for those situations involving drug or alcohol abuse treatment or hardship situations. No employee granted a leave of absence shall be guaranteed a position upon termination of their leave of absence. Any employee who has been granted a Leave of Absence Without Pay may continue his or her medical health insurance in force for a period not to exceed twelve (12) months by paying the full cost thereof. Under no circumstances shall the County continue to pay the cost of medical and health insurance for more than thirty (30) days.

(e) The foregoing to the contrary notwithstanding, the County Commission or the appropriate elected official may grant a "hardship leave of absence" under appropriate circumstances for an employee with less than ten (10) years of service. In determining whether or not to grant a "hardship leave of absence", the County Commission or the appropriate elected official may consider such things as the grounds which gave rise to the hardship, the length of absence requested, the impact on the office or department and the impact on the employee.

Section 9-2 Catastrophic Illness Leave Philosophy

All employees shall be entitled to all benefits of the FMLA. It is the intend of this policy to coordinate to the maximum extent possible the benefits provided by the FMLA as established by Federal Law and the Catastrophic Illness Policy as established by Franklin County. The benefits provided by the FMLA shall run concurrent with

utilization of an Employee's paid leave benefits. Applications for benefits under either program should be made as far in advance as possible. In the event the need arises as a result of an unanticipated illness or injury the application should be made as soon as possible after the onset of the illness or injury. Application must be made on forms provided by the Human Resources Department.

Section 9-2-a Catastrophic Illness

Franklin County has established, for the benefit of its employees, a Catastrophic Illness Leave Policy (formerly Medical Leave Bank) benefit for its employees to be used in the event an employee, or a member of an employee's family within the limitations set forth herein, encounters a catastrophic or severe illness, injury or sever medical condition. Each employee shall have the number of days hereinafter set forth deposited in his or her bank on a monthly basis.

a. Eligibility

(1) Employee Utilization.

Each eligible employee shall utilize his or her Catastrophic Illness benefits before the employee has exhausted all available personal leave and compensatory time. Any situation which would qualify for Family Leave Medical Act (FMLA) Benefits shall be so designated regardless of whether or not the employee applies for FMLA Benefits. The three (3) day requirement shall not apply to absences related to "waiting periods" under worker's compensation. Employees who are absent as a result of "waiting periods" under worker's compensation law may utilize Catastrophic Illness Benefits in less than three (3) day blocks. The three (3) day requirement shall also not apply to absences required for follow-up treatment for conditions which have been previously designated as a catastrophic or severe illness or injury.

(2) Family Members.

An employee may also utilize Catastrophic Illness leave benefits to care for the employee's family members as hereinafter defined who has a serious health condition that qualifies and is designated in advance as leave under the Family and Medical Leave Act (FMLA). For purposes of this section, family member is defined as a spouse, child, parent, sibling, grandchild, father-in-law or mother-in-law, stepchild or grandparent. Catastrophic Leave benefits may only be allowed for the care of family members with serious health conditions other than those defined herein if requested in writing by the employee and approved in advance by the department's elected official.

b. Waiting Period

A waiting period of 60 calendar days must be completed and the affected employee must not be in an introductory status, before earned Catastrophic Illness Leave may be used. After that time, employees may request use of paid Catastrophic Illness leave including that accrued during the waiting period which is the time between when an employee was removed from an introductory status and 180 days.

c. Accrual of Catastrophic Illness Leave

Full-time employees who have completed 60 days, excluding 12 and 10-hour employees in the Sheriff's Department, shall accrue Catastrophic Illness Leave at the rate of one-half day per month for a maximum of six (6) days annually to be used solely for the purpose of adding to the employee's Catastrophic Illness Bank. Leave will be earned on the last calendar day of each month. No Catastrophic Illness Leave may be taken in advance of it being accrued. Sheriff's Department 12 hour employees shall accrue Catastrophic Illness Leave at the rate of 4.0 hours per month. Employees in part time positions with limited benefits shall accrue Catastrophic Illness Leave on a prorated basis.

d. Catastrophic Illness Leave Limitations

(1) Limits

Catastrophic Illness Leave may not be accrued for any purpose other than those set forth in this policy. An employee shall under no circumstances be entitled to accrue more than 60 days in an employee's Catastrophic Illness Bank.

(2) Rehire.

If an employee separates from County service and is rehired any time after a period of 30 days, Catastrophic Illness Leave will be considered as for any new employee. If an employee is rehired within the 30 day period, they will not be required to meet the waiting period and they may, if approved by the elected official or department administrator, have their unused Catastrophic Illness balance reinstated.

9-2-b Health Care Provider's Statement

If an employee is absent for three (3) or more consecutive working days due to illness or injury or medical condition, a licensed health care provider's statement must be provided verifying that the employee is unable to work with estimated dates as to when the employee may return to work. Before returning to work from an absence, because of an illness or injury or medical condition exceeding three (3) working days, an employee will be required to provide a health care provider's certification that they may safely return to work. An elected official or department administrator may also require a health care provider's verification at any time from an employee whose frequent use of sick leave negatively affects their job performance and/or the operation of the department. The verification may be required as a condition to receiving paid Catastrophic Illness Leave benefits. For the purposes of this Section and this Policy and the term "medical condition" shall mean the bonding period after the birth and adoption of a child. An employee who is either the mother or father of a newly born or adopted child shall be entitled to use Catastrophic Illness Leave for a period of time not to exceed the time which would be available under FMLA so long as the employee has a sufficient number of days in his or her bank.

This information obtained from health care provider's statements and other medical inquiries is considered confidential medical information and must be kept confidential and separate from other personnel records. In addition, its use must be job-related and consistent with business necessity. The County will not use the information obtained to unlawfully discriminate against <u>any</u> employee in any employment practice.

Section 9-2-c Unused Catastrophic Illness Leave

Paid Catastrophic Illness Leave benefits are solely to provide income protection in the event of catastrophic illness or injury of the employee or immediate family member, and may not be used for any other absence except as set forth in this policy. Unused Catastrophic Illness Leave benefits will not be paid to the employee while they are employed or upon termination of employment or retirement except for those employees that were designated days in the "personnel Status Audit" in 2004 AND 2005 under the direction of County Commission who may be eligible for limited payment.

Section 9-2-d. Other Employment

An employee will be ineligible for any paid Catastrophic Illness benefits if the illness or injury is or would be considered compensable under an outside employer's workers' compensation coverage. An employee who is unable to report to work with the County will be denied the use of personal leave and/or Catastrophic Illness benefits if they perform work for an outside employer during the same workday. An employee accepting county-paid Catastrophic Illness Benefits while performing work duties for another employer during the same workday may be subject to disciplinary action up to and including termination.

Section 9-2-e. Catastrophic Illness Leave and Other Leave Time

(a) Non-paid Leave

Employees will not accrue Catastrophic Illness Leave credit during a month in which they experience two (2) or more days of non-paid leave time unless such additional non-paid leave time was recommended by their elected official or department administrator and was approved by the County Commission unless the employee was on Military Leave, Jury Duty or on leave covered as a work related injury.

(b) Holidays

If a holiday falls during a said Catastrophic Illness Leave, employees eligible for such holiday will be paid holiday pay and not charged for paid Catastrophic Illness Leave.

(c) Personal Leave

Illness or injury occurring while an employee is on personal leave will not be charged to Catastrophic Illness Leave unless a physician's verification of the illness or injury is provided to the employee's elected official or department administrator. If verification is not provided, the personal leave will remain as personal leave.

(d) Family and Medical Leave Act (FMLA)

Once Catastrophic Illness Time commences during an FMLA qualified leave, such leave runs concurrent with FMLA leave.

Section 9-3 Special Leave

Special Leave is a benefit provided by the County to offset the impact of having to be off work for reasons beyond the control of the employee and which are not related to sickness or injury.

a. Bereavement Leave

(1) Immediate Family

Full-time employees and eligible part-time (with benefits and with limited benefits) employees may take up to three (3) days paid of bereavement leave per event in the event of death in the immediate family. Verification of the leave is required.

(2) Other Family

Where there is a death in the family of the employee, other than the "immediate family" as defined above, an employee may, upon request, be granted one day of funeral leave with regular compensation, generally the day of the funeral. "Other family" is defined as the employee's niece, nephew, aunt, uncle or first cousin or the employee's spouse's grandparents. Verification of the leave is required.

(3) Pallbearer and Other Requests

Employees requested to be pallbearers may be excused with regular compensation, but not to exceed one day. Verification of the leave is required.

(4) Personal Leave and Catastrophic Illness Leave

Leave granted as bereavement leave will not be charged as personal leave or Catastrophic Illness Leave. An employee may use available accrued personal leave or compensatory time for additional time off as necessary. If bereavement leave coincides with a recognized holiday no additional days will be granted.

b. Jury Duty

The County encourages employees to fulfill their civic responsibilities by serving jury duty when required. The following provisions will apply when an employee is summoned to jury duty or to appear in court as a witness.

(1) Full-time and eligible part-time (with benefits and with limited benefits) employees will receive jury duty pay of their regular rate of pay.

(2) Part-time employees without benefits, introductory, and temporary employees will be given time off to serve on jury and witness duty without pay.

(3) Employees must show their jury duty summons or subpoena to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. There is no time limit for jury/witness duty, however, employees are expected to report for work whenever the court schedule permits.

(4) Employees who appear before a judicial, legislative or administrative body in compliance with an authorized subpoena or summons for a cause of action arising from the employee's county position may record such time as ours worked on time sheets.

(5) Subpoena Leave – Employees testifying pursuant to subpoena on behalf of the County shall receive their regular rate of pay.

c. Military leave

A military leave of absence will be granted to all full-time and part-time employees who are members of the National Guard or of any reserve component of the armed forces of the U.S. to attend scheduled drills or training or if called to active duty with the U.S. armed services in accordance with applicable federal law.

d. Educational Leave

Leaves of absence may be granted, at the discretion of the department's elected official to full-time and part-time employees for educational development in accordance with the provision of 9-1-1(d) for academic work toward a college or advanced degree. Requests for such leave will be filed in writing to the elected official. The request must include: (1) the name of the institution or program to be attended; (2) the dates of attendance; (3) the benefits to the employee; and (4) the expected value of such training to the county. An unpaid leave of absence may be granted in accordance with this Chapter.

Chapter 10

FAMILY AND MEDICAL LEAVE ACT

- **Purpose**
- **Responsibility**
- **Policy Statement**
- **Eligibility Requirements**
- **Determination of a 12-Month Period**
- **Coordination of Paid Leave**
- **Leave Provisions for Spouses Both Working for Franklin County**
- **Advance Notice**
- **Medical Certification**
- **Leave Taken Intermittently or a reduced Leave Schedule**
- **Job Benefits and Protection**
- **Reinstatement**

Section 10-1 Purpose

In accordance with FMLA, Franklin County provides unpaid family/medical leaves of absences to eligible employees who are temporarily unable to work due to one of the following reasons:

(a) For the birth of a child and to care for such child, or placement of a child for adoption or foster care;

(b) For the care of the employee's spouse, child, or parent who has a "serious previous health condition" as defined by FMLA; or

(c) For the employee's own "serious health condition" which prevents the employee from performing their own job as defined by FMLA.

(d) Military Family Leave/Military Caregiver Leave/Exigency Leave

(1) New Qualifying Reason for Leave. Eligible employees are entitled up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency". In the interim, employees are encouraged to provide this type of leave to qualifying employees.

(2) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment (January 28, 2008). This military caregiver leave is available during a "single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

To qualify for FMLA leave, the employee must meet the requirements of the FMLA and accompanying regulations. Any FMLA leave granted will count against an employee's annual FMLA leave entitlement.

Section 10-2 Responsibility

It is the responsibility of the employee to make requests for family and medical leave with their employer, Franklin County, through their elected official or department administrator. All requests for FMLA leave will be coordinated with the Human Resources Department.

Section 10-3 Policy Statement

It is the policy of Franklin County to adhere to the requirement of the Family and Medical Leave Act of 1993 (FMLA) and create a friendly environment between the employee and the County.

Section 10-4 Eligibility Requirements

Employees are eligible for unpaid family/medical leave benefits if they meet all requirements of provisions of the Family Leave medical Act.

Section 10-5 Determination of 12-Month Period

Eligible employees may request up to 12 weeks of unpaid family/medical leave within a rolling 12-month period.

Section 10-6 Coordination of Paid Leave

Employees will be charged all available paid leave and benefits time, to run concurrent with approved FMLA leave.

Section 10-7 Leave Provisions for Spouses Both Working for Franklin County

In any case in which spouses entitled to leave under FMLA are both employed by Franklin County and leave is taken for the birth and care of a healthy child or for placement with the employee for adoption or foster care, or to care for a sick parent, the maximum combined leave for both spouses is 12 weeks during a 12 month period. If leave is taken to care for an ill child or spouse, each spouse is entitled to 12 total weeks of leave during a 12 month period.

Section 10-8 Advance Notice

As soon as practical after an eligible employee becomes aware of the need for a FMLA leave of absence, they must request and submit a "Request for Family and Medical Leave of Absence" to their supervisor.

Employees ordinarily must provide 30 days advance notice when the leave is foreseeable. When an employee is requesting leave for their own planned medical treatment or for planned medical treatment of a family member, under FMLA, the employee must make a reasonable effort to schedule such leave so as not to unduly disrupt the operation of their department. This is best achieved by advance consultation with the employee's supervisor.

Section 10-9 Medical Certification

Failure to provide the required medical certification from a health care provider, as defined by FMLA, as set forth herein may result in denial of the requested FMLA leave.

(a) Employee Medical Leave

Employees requesting medical leave for themselves will be required to provide a medical certification form verifying the seriousness of the health condition, unless it is inpatient medical care, in which a medical certification will be required in every instance. Any major changes in medical status must be promptly reported to their elected official or department supervisor. Recertification may be requested every 30 days.

(b) Family Medical Leave

Employees requesting family leave related to caring for a child, spouse, or parent with a "serious health condition", will be required to provide a medical certification verifying the illness, its beginning and expected ending dates, and the need of the employee to provide care. Such medical certification will be provided with the employee's request for leave, except for an unforeseen event, when the certification must then the provided within three business days.

(c) Second Opinion

If the submitted medical certification is not sufficient, the elected official or department supervisor may require a second opinion at the county's expense. If the first and second opinions do not agree, the county and the employee will coordinate the selection for a third opinion at the county's expense. The third opinion will be final and binding. The requirement for additional opinions shall apply to employees as well as family members who are the basis for requesting leave.

Section 10-10 Leave Taken Intermittently or on a Reduced Leave Schedule

Employees may request intermittent leave, or leave on a reduced leave schedule, under FMLA when this type of leave is medically necessary for the employee.

If an available alternative position for which the employee is qualified accommodates the recurring periods of leave better than the regular employment position of the employee, an elected official or department supervisor may require an employee to transfer temporarily to the alternative position provided there is equivalent pay and benefits. If an exempt employee takes unpaid leave for partial or full days, their exempt status under the Fair Labor Standard Act will not be impacted.

Section 10-11 Job Benefits and Protection

County-provided health insurance contributions shall continue during an employee's approved FMLA period. If the employee is unable to return to work following the expiration of the FMLA leave, and the employee has exhausted all available paid leave, the employee will be afforded the opportunity to elect COBRA coverage at the employee's expensive.

Section 10-12 Reinstatement. Upon return to work from approved FMLA leave, the employee will be reinstated to his/her position, provided the position has not been eliminated during the leave.

Chapter 11

EMPLOYEE CONDUCT AND GENERAL WORK RULES

- **Employee Conduct**
- **Termination for Cause**
- **Personal Appearance**
- **Use of Telephone and Mail Systems**
- **Acceptable Use of Computer and Business Equipment**
- **Solicitation**
  - **Campaign and Speech Activity**
- **Smoking**
- **Safety**
- **Drug Free Workplace Act**
- **Workplace Violence**

Section 11-1 Employee Conduct

Franklin County employees represent the County and are especially susceptible to public criticism. Therefore, it is necessary for all employees to conduct themselves with professionalism and integrity at all times.

Because County employees are working for the citizens of Franklin County, the time spent on the job should be used to the fullest extent in order to maximize efficiency. A friendly and courteous attitude by County employees is also expected toward the public and co-workers at all times. In addition, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability.

Disciplinary action may be in the form of verbal and/or written reprimand, probation, temporary or indefinite suspension, demotion, reduction in benefits or compensation, transfer or dismissal.

Section 11-2 Termination for Cause

Conduct which may result in termination for cause includes, but is not limited to, the following:

- Theft or inappropriate removal or possession of property.
- Falsification of personnel and other records, including, but not limited to, employment forms and time records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty, or while operating county-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Conviction of or pleading guilty to a felony or a misdemeanor involving moral turpitude or assault (sexual or otherwise) on another person.
- Advocating the overthrow of the government of the United States by means of force or violence.
- Boisterous or disruptive activity in the workplace or while on duty outside the workplace or while operating county vehicles or equipment.
- Inducing or attempting to induce an employee of the county or accepting inducement to commit an unlawful act in violation of a department regulation or order.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Sexual or other unlawful or unwelcome harassment.
- Unauthorized possession of dangerous or other unauthorized materials, such as explosives or firearms, in the workplace.
- Unauthorized absence from a secure duty work station during the workday.
- Unauthorized engagement in outside activities on county time.
- Unauthorized use of telephone, mail system, or other county-owned equipment, property, or services.
- Unauthorized use of position or authority for personal gain.
- Willfully allowing access to secure areas within county buildings to individuals lacking property authorization or right of access.
- Unauthorized release or disclosure of confidential documents, records, or information.
- Failure to report accidents in accordance with this policy.

Section 11-3 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of the employees and affect the business image the Franklin County employees present to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Each department will establish its own internal guidelines and procedures with regard to personal appearance and dress in accordance with the duties to be performed by the respective offices.

Section 11-4 Use of Telephone and Mail Systems

Office and County owned cellular telephones are for Franklin County business. Employees should practice discretion in using County telephones for personal use. Personal calls, if allowed on office and cellular phones, should be infrequent and brief. Employees will be required to reimburse the Treasurer for any long-distance, toll call charges or cellular charges resulting from their personal use of the telephone. To assure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. The employee should confirm information received from the caller, and hang up only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

Section 11-5 Acceptable Use of Computer and Electronic Equipment

County provides A and networks available to access the Internet, public web pages and communicate using e-mail, text message and instant message services. Hardware is in place for users to access job-related resources from anywhere in the world for the purpose of assisting them in the performance of their job-related duties and ultimately to provide services incumbent to the citizens of the County.

The County recognizes that although these electronic services and equipment afford access to legitimate sources of information for job-related purposes, they also enable access to materials which may be illegal, obscene or indecent. The use of elements of the County's electronic network and devices shall be consistent with the County's mission to serve its residents.

The "System" shall include all computer hardware and software owned or operated by the County, County's electronic mail, the County web site, and the County's on-line services. "Use" of the System shall include use of or obtaining access to the System from any computer terminal or electronic device whether owned or operated by the County.

"Use" of the County's technology system shall include use of or obtaining access to the system from any computer terminal or device whether or not owned or operated by the County.

Employee use of technology, Internet, web publications and e-mail will be governed by the policies found in this document, related County ordinances, employment policies and applicable collective bargaining agreements. Violation of the acceptable use guidelines shall be subject to consequences including but not limited to discipline, loss of System use privileges, and referral to law enforcement authorities or other legal action in appropriate cases.

Employees have no expectation of privacy in their use of the System. The County has the right to access, review, copy, delete, or disclose, as allowed by law, any message sent, received, or stored on its electronic mail system. The County has the right to and does monitor use of the System by employees, including employees' access to the Internet, as part of System maintenance to determine whether the use is consistent with federal and state laws and County policies and guidelines. All users should be aware that their personal computer files or system may be subject to public disclosure under the Missouri Sunshine Law.

Access to the System is provided to employees primarily for work-related purposes. Incidental personal use should be minimized.

Use of the technology, Internet, web publications and e-mails constitutes consent to abide by the policies contained in the document.

Use and access to the County's technology and related peripherals and software are not to be used for personal, commercial, and political gain.

This policy outlines expectations for appropriate use of the County's System and in conjunction with the corresponding standards, guidelines and procedures is established to achieve the following:

- Establish appropriate and acceptable practices regarding the use of information resources;
- Ensure compliance with applicable rules and regulations regarding the management of information resources; and
- Educate employees who use County electronic resources and equipment about their responsibilities associated with computer information and resource use.

Employee use of these technologies is neither personal nor private. Employees have no expectation of privacy in their use of the System. The County has the right to access review, copy, delete, or disclose as allowed by law, any message sent, received, or stored on the County's system. The County has the right to and does monitor use of the System by employees, including employees' access of the Internet, as part of System maintenance and to determine whether the use is consistent with federal and state laws and County policies and guidelines.

Employees will treat all equipment with care and report any abuse or misuse as soon as they become aware of it to the Information Technology Department. Further, employees will report any malfunction or problem as soon as they become aware of it to the Informaiton Technology Department.

In effort to mitigate security breaches, resolve fault and/or performance issues or respond to a request by official County leadership, authorized Infomration Technology Department employees may access all such files at any time without knowledge of the information services user.

Acceptable Use Requirements

1. Employees will not vandalize or otherwise intentionally damage any County technology hardware or software. If they do, they will be responsible to pay all repair and/or replacement costs. Vandalism is defined as any malicious attempt to harm or destroy data of another person, computer software, the network, computer hardware, computer wiring, or computer configuration.

2. All rules in the Employee Handbook apply to information services and this AUP.

3. Employees will not damage, destroy or copy another person's data.

4. Employees will not tamper with or attempt to gain access to computer data or equipment to which they have no security authorization.

5. Any device connected to the County's system and or information resources are subject to scanning and may require approval prior to access being provided.

6. Users are prohibited from downloading or using software, including shareware or freeware not hosted and/or provided by information services without specific approval by their director and information services.

7. Users are required to report any weaknesses in the County's computer security to the information services staff. Weaknesses in computer security include, but are not limited to, unusual behavior or a system, unexpected software no system, pop-up windows or messages that are out of character, or any anomaly which may result in unintentional disclosures of information or exposure to security threats.

8. Users are prohibited from attempting to access any data, documents, email correspondence, and programs contained on County information systems for which they do not have authorization, that are knowingly malicious and knowingly not meant for them.

9. Users are prohibited from divulging information about County information systems that might compromise its security, stability and privacy to anyone without authorization from appropriate information services leadership.

10. Users must not share their account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

11. Users must not make unauthorized copies of protected or copyrighted County owned software (i.e. Office, Windows, Security/Virus protection, etc.).

12. Users are prohibited from engaging in activity that may degrade the performance of information services; deprive an authorized user access to County resources; obtain extra resources beyond those allocated, or circumvent the county information security measures.

13. Users are prohibited from downloading, installing, or running programs that reveal or exploit weaknesses in the security of County information resources.

14. County information resources must not be used for personal benefit, political activity, unsolicited advertising, unauthorized fund raising, or for the solicitation of performance of any activity that is prohibited by any local, state or federal law.

15. Access to the Internet from County information resources, regardless of connection location (i.e. Home, remote, etc.) must adhere to all acceptable use policies and procedures.

16. Employees must not allow family members or other non-employees to access non-public accessible County information systems.

17. Employees identified as a security risk may be denied access to the System.

Prohibited Uses. The uses of the System listed below are prohibited and may result in discipline or other consequences as provided in this policy, applicable Collective Bargaining Agreements, and the County's Employee Handbook. The System shall <u>not</u> be used to:

1. Engage in activities which are not related to County duties or which are contrary to the instructions from the employee's supervisor as the to the system's use.

2. Access, retrieve, or view obscene, hateful, profane, or indecent materials. "Indecent materials" are those materials which, in context, depict or describe sexual activities or organs in terms patently offensive, as measured by contemporary community standards. "Obscene materials" are those material which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way in which, taken as a whole, do not have any serious literary, artistic, political, or scientific value.

3. Access, retrieve, view or disseminate any material in violation of any federal or state laws or regulation or County policy or rules. This includes, but is not limited to, improper use of copyrighted material; improper use of the system to commit fraud or with the intend to commit fraud; improper use of passwords or access codes; or disclosing the full name, home address, or phone number of any student, County employee, or System user.

4. Transfer any software to or from the System without authorization from the System Administrator.

5. Engage in for profit or non-school sponsored commercial activities, including advertising or sales.

6. Harass, threaten, intimidate, or demean an individual or group of individuals because of sex, color, race, religion, disability, national origin or sexual orientation.

7. Disrupt or interfere with the System.

8. Gain unauthorized access to or vandalize the data or files of another user.

9. Gain unauthorized access to or vandalize the System or the technology system of any other individual or organization.

10. Forge or improperly alter electronic mail messages, use an account owned by another user, or disclose the user's individual password or that of another user.

11. Invade the privacy of any individual, including violating federal or state laws regarding limitations on the disclosure of student records.

12. Download, copy, print or otherwise store or possess any data which violates federal or state copyright laws or these Guidelines.

13. Send nuisance electronic mail or other online messages such as chain letters, pyramid schemes, or obscene, harassing or other unwelcome messages.

14. Send mass electronic mail to multiple users without prior authorization by the County Commission.

15. Conceal or misrepresent the user's identity while using the System.

16. Post material on the County web site without the authorization of the Information Technology Department.

17. Attempt to gain unauthorized access to the System or use the system to access any other computer system. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purpose of "browsing".

18. Make deliberate attempts to disrupt computer performance or destroy data by any means including spreading computer viruses. These actions are illegal.

19. Use the System to engage in any other illegal acts, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of another person, etc.

20. Use data created outside the System and brought in on a removable storage device without permission from the Infomraiotn Technology Department and scanning the data for viruses.

21. Use obscene, profane, lewd, vulgar rude, inflammatory, threatening, or disrespectful language.

22. Engage in person attacks, including prejudicial or discriminatory attacks, or knowingly or recklessly post false or defamatory information about a person or organization.

23. Harass another person

24. Post personal contact information about themselves or other people. Personal contact information includes home address and telephone number and personal email address. Employees will not post private information about another person.

25. Utilize social networking sites and instant messaging to communicate with other employees.

26. Repost a message that was sent to them privately without permission of the person who sent the message.

27. Plagiarize another person's work.

28. Infringe on another person's rights of copyright. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request written permission from the copyright owner.

29. Post chain letters or engage in "spamming". Spamming is sending an annoying or unnecessary message to a large number of people.

30. Engage in for-profit or non-school sponsored commercial activities, including advertising or sales.

Incidental Use

While the County understands that, occasionally, employees may need to use a County system for personal use, the County considers all information systems to be for business use only. For that reason, all activity conducted on County information resources is considered property of the County and is subject of monitoring, searching and destruction without knowledge of the user.

1. Incidental use must not interfere with the normal performance of an employee's work duties.

2. Incidental personal use of the System, including but not limited to, electronic mail, Internet access, fax machines, printers, and copiers, is restricted to approved users only and does not include family member or others not affiliated with the County.

3. Incidental use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.

4. Non-business related email messages, voice messages, files and documents within County Computer resources are not private, are subject to the Missouri sunshine Law and storage of such messages on County information resources must be nominal and are not subject to County archival process. These files might be deleted by information services staff without notification of owner.

5. Information services staff is not expected to support or maintain any personal email messages, voice messages, files or documents.

The Information Technology Department, in collaboration with the County Commisson, Director of HR and County Counselor, will resolve incidental use questions and issues using these guidelines.

Section 11-6 Solicitation

In an effort to assure a productive and harmonious work environment, persons not employed by Franklin County may not solicit in the workplace at any time for any purpose, unless approved by the department's elected official or department supervisor and the County Commission. In addition, employees may not solicit financial contributions, or solicit for any other cause during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty. Employees who are not on working time may not solicit employees who are on working time for any cause or distribute literature of any kind to them.

Section 11-6-a Campaign Speech and Activity

1. No County employee shall solicit any contribution for the campaign fund of any candidates for a County office or take part in the political campaign fund of any candidate for a County office. All employees may exercise their rights as a private citizen to express opinions and if a registered voter in the County, sign a nominating petition for any County candidate and vote in any County election. Political affiliation, participation or contribution shall not be considered in making any County employment decision. No

County officer, employee or member of a board or commission shall use official authority or official influence for the purpose of interfering with or affecting the result of any election to or nomination for a County office. No County officer, employee or member of a board or commission shall directly or indirectly coerce, attempt to coerce, command, advise, or solicit a County employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political or electoral purposes.

2. No employee of the County while on duty or while in uniform that identifies the individual as an employee of the County shall:

    a. Canvas on behalf of any candidate, political party or political issue;

    b. Display a political picture, sticker, badge or button;

    c. Attend a political rally, fund-raising function or other political gathering;

    d. Circulate or sign a political petition; or

    e. Service as an election judge or clerk.

    f. No employee shall place or allow to remain upon a County vehicles used by the employee in the course of employment any political picture, sticker, badge or button.

    g. Nothing in this section shall be construed to restrict an employee's freedom to express an opinion or exercise the right to vote.

    h. No employee of the County shall use County equipment, vehicles, personnel, facilities, or resources to promote or help promote any civic, social, business, personal or political candidate, or for any non-County purpose without the express written consent of the County Commission.

Section 11-7 Smoking

Pursuant to the Missouri Clean Indoor Air law, all County facilities and vehicles are smoke-free. This includes the use of any nicotine-containing device or product.

Section 11-8 Safety

Information is provided to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. If an employee is in doubt about the proper procedures to follow on the job, they should consult their supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

Each employee is expected to obey safety rules and to exercise caution in all work activities. The responsibilities of all employees in this regard include:

(a) Exercising maximum care and good judgment at all times to prevent accident and injuries;

(b) Reporting to supervisors and seeking first aid for all injuries, regardless of how significant the injury may appear;

(c) Reporting unsafe conditions, equipment or practices to supervisory personnel;

(d) Using safety equipment provided by the county at all times.

(e) Observing conscientiously all safety rules and regulations at all times; and;

(f) Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.

Section 11-9 Drug Free Workplace Act

The County is dedicated to providing safe and efficient service to the citizens of the county. Therefore, it is the policy of the County to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The provisions of this policy will apply to all county employees and to all applicants for county positions. While state law allows for the legal use of medical cannabis, the terms of this policy continue to apply to employees' use and influence of same during working hours.

To safeguard the property of Franklin County and its employees and to help prevent the possession, sale, and use of illegal drugs on county's premises, the county reserves the right to question employees and all other persons entering and leaving premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from county-owned property.

Franklin County reserves the right to search any employee's office, desk, files, locker, or any other area, as well as the articles found within them, at any time by an officeholder, department administrator or representative at any time, with or without notice, when the County has reason to believe an employee is violating any policy regarding contraband, controlled substances or other rules. Entry on the County premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by an authorized county representative constitutes insubordination and a violation of county policy subject to disciplinary action up to and including termination.

(a) Statement of Policy

While on county premises and while conducting business-related activities off the county premises, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance or alcohol is strictly prohibited. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The use of medicinal cannabis on County property or during work hours is prohibited.

(b) Consequences of Violation of the Policy

Violations of this policy will lead to severe disciplinary action, up to and including immediate termination of employment and or required participation in a substance abuse rehabilitation or treatment program at the employee's expense. Such violations may also have legal consequences.

(c) Notification of Employees

In accordance with the provisions of the Drug-Free Workplace Act, every employee who is engaged in the performance of any work connected with a federal grant will be given a copy of this policy and will, as a condition of employment:

1) Abide by the terms of the substance Abuse Policy;

2) Notify Franklin County of a criminal conviction of controlled substance-related violation in the workplace, including pleas of nolo contendere (i.e. no contest), within five days of such conviction or plea. Franklin County will notify the federal agency through which a grant is administered within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

(d) Drug-free “Awareness Program

Employees will periodically receive information to educate employees about the dangers and effects of substance abuse; the county’s policy of maintaining a drug-free workplace; the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and rehabilitation resources available to employees.

(e) Health Insurance Benefits for Chemical Dependency

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take available sick and/or unpaid leave to participate in a rehabilitation or treatment program. The county’s health insurance program provides benefits for treatment of chemical dependency, including alcoholism, as part of the overall medical benefits program for eligible full-time employees (For further information, refer to the Medical Benefits Booklet).

(f) Alcohol and Controlled Substance Testing

Employees whose jobs are classified as safety-sensitive are subject to alcohol and controlled substance testing. Employees in these positions will be provided a copy of the applicable alcohol and controlled substance testing policy and will be required to sign an acknowledgment of receipt of the policy.

(1) DOT Drivers – Highway Department

Employees whose jobs are classified as safety-sensitive and/or require a Class A or B Commercial Driver’s License (CDL) to operate commercial motor vehicles are subject to the “Alcohol and Controlled substance Testing Policy Applicable to Department of Transportation covered Positions”.

(2) Non-DOT Authorized Drivers

Authorized drivers of county vehicles and/or employees, who are required to maintain a valid motor vehicle license as a requirement of their position, will be subject of the provisions of the “Alcohol and Controlled substance Testing Policy Applicable to Non-DOT Drivers”.

I. PURPOSE

The purpose of this policy is to promote safety for all employees and citizens of the County by implementing a controlled substances and alcohol testing policy for authorized drivers of county-owned vehicles, employees who operate heavy equipment and employees who sustain an alleged work-related injury, including employees in the following offices:

Assessor
Collector of Revenue
Health Department
Planning and Zoning
Public Administrator
Public Works
Highway – Non-DOT
Recorder of Deeds
Treasurer
911 Addressing
Auditor
County Clerk
Emergency Management
Information Technology/Geographic Information
Prosecuting Attorney to include Child Support Enforcement

Any employee reporting a work-related injury

II. Definitions.

Alcohol – refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other alcohols including methyl and isopropyl alcohol.

Alcohol Concentration – is the alcohol in volume of breath in terms of grams of alcohol in 210 liters of breath as indicated by an evidential breath test as described in this policy.

Alcohol Use – refers to the consumption of any beverage, mixture or preparation, including medication, which contains alcohol.

Breath Alcohol Technician or BAT – an individual who instructs and assists persons in the alcohol testing process and operates an EBT.

Cannabis – all parts of the plant genus Cannabis in any species or form thereof including, but not limited to, Cannabis sativa L., Cannabis indica, Cannabis Americana, Cannabis ruderalis, and Cannabis gigantean, whether growing; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant; its seeds or resin. It does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, sale, derivative, mixture, or preparation of the mature stalks except the resin extracted therefrom; fiber, oil, or cake; or the sterilized seed of the plant which is incapable of germination.

Drug – includes controlled substances as defined above as well as any other illegal substance or dug.

Medical Review Officer – a licensed doctor of medicine or osteopathy with a knowledge of drug abuse disorders who is employed or used by the county to conduct drug testing in accordance with Federal law, responsible for receiving laboratory results generated by the county's drug testing program who has been medically trained to interpret and any other relevant biomedical information.

On Duty – includes all working hours, as well as meal periods and break periods, regardless of whether on premises.

Reasonable Suspicion – is the belief that an employee has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

Refusal to Submit – refers to refusal to submit to an alcohol or controlled substance test and means that an employee: (1) Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she had received notice of the requirement for urine testing; (3) Engages in conduct that clearly obstructs the testing process.

Substance Abuse Professional or SAP – refers to a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addition counselor (certified by the National Association of alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Confirmation Test – (1) For alcohol, means a second test, following a screening test with a result of 0.02 or greater that provides quantitative results of alcohol concentration, (2) For controlled substances, this means a second analytical procedure to verify the presence of a specific drug. Gas Chromatography/mass spectrometry is the only authorized method for controlled substances, as defined in this policy.

(g) Conduct Prohibited By This Policy

1. Alcohol

    a. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. No supervisor having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall allow an employee to perform driving functions.

    b. No employee shall perform driving functions within four hours after using alcohol. No supervisor having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform a driving function.

    c. No employee shall possess any quantity of alcohol while on duty or while performing a driving function. This includes any medicines, both prescription and over-the-counter, that contain alcohol, unless the packaging seal is unbroken. No supervisor having actual knowledge of the possession of alcohol may permit an employee to drive or continue to drive a motor vehicle or heavy equipment.

    d. No employee shall use alcohol while performing a driving function.

    e. When involved in an accident that requires a post-accident alcohol test, the employee shall not use alcohol within eight hours of the accident or prior to submitting to a post-accident test, whichever comes first.

    f. No employee shall refuse an alcohol test as required by this policy. An employee who refuses to submit to testing will subject to disciplinary action, up and including, termination of employment.

2. Controlled Substances

    a. No employee shall report for duty or remain on duty when using controlled substances, except when the use is pursuant to the instruction of a physician who has advised the driver that the substance does not adversely affect the user's ability to safely operate a motor vehicle. No supervisor having actual knowledge that an employee has used a controlled substance shall permit the driver to perform or continue to perform driving functions.

    b. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances. No supervisor having actual knowledge that an employee has tested positive for controlled substance shall permit the driver to perform or continue to perform driving functions.

    c. No employee shall refuse a controlled substance test as required by this policy. An employee who refuses to submit to testing will be subject to disciplinary action up to and, including, termination of employment.

3. Controlled Substance and Alcohol Testing

    Franklin County shall provide, for all positions covered by this policy, the following tests: (1) pre-employment; (2) random testing; (3) reasonable suspicion testing; (4) post-accident testing; (5) return-to-duty; and (6) follow-up testing.

    1. PRE-EMPLOYMENT TESTING

        a. Controlled Substance Testing

            (1) All employees who Franklin County intends to employ will be tested for controlled substances prior to performing driving functions for the county.

(2) All prospective employees will be notified that a urine sample will be tested for controlled substance.

(3) Franklin County will not allow a prospective employee to perform a driving function unless the results of the controlled substances test are negative, and verified by the MRO.

(4) Any person who refuses to submit to a controlled substance test, or who tests positive for controlled substances will not be offered employment with the country.

2. Reasonable Suspicion Testing

A. Alcohol Testing

(1) If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo alcohol testing.

(2) Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to their officeholder or department administrator. Failure to do so shall subject the supervisor or the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior and speech or body odors of the employee.

(3) Reasonable suspicion testing for alcohol is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing an employment function. A reasonable suspicion test for alcohol must be conducted within two hours after the employee was notified. If the test if not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following the notification, the county shall cease its attempts and state in the record the reason for not administering the test.

(4) A written record shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the alcohol test are released, whichever is earlier.

B. Controlled Substances

1. If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo controlled substances testing.

2. Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to the officeholder or department administrator. Failure to do so shall subject the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Observation may also include the indications of chronic and withdrawal effects of controlled substances.

3. Reasonable suspicion testing for controlled substances is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing a work-related function. A reasonable suspicion test for controlled substances must be conducted within two hours after the employee was notified. If the test is not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following notification, the county shall cease its attempt to state in the record the reason for not administering the test.

4. A written test shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the controlled substance are released, whichever is earlier.

C. Post-Accident Testing

Nothing in this policy shall be construed as to require the delay of necessary medical attention for injured person following an accident, or to prohibit a driver from obtaining necessary emergency medical care. Within two (2) hours of a work-related accident, the employee shall be tested for alcohol and controlled substances. If additional time is required in order to provide for medical care, approval must be obtained from the Director of Human resources.

D. Return-To-Duty and Follow-Up Testing

1. RETURN-TO-DUTY: Before an employee returns to duty after engaging in prohibited conduct regarding substance misuse, the employee will be required to take an alcohol and drug test. To return to duty, an employee must have a breath alcohol of under 0.02 and test negative for controlled substances.

2. FOLLOW-UP: any employee who has violated the substance-related prohibitions in this policy shall, after returning to duty, be subject to unannounced follow-up alcohol and drug testing. The number and frequency of the tests shall be determined by a substance abuse professional (SAP) and must consist of at least six tests in the first twelve months following the employee's return to duty.

E. Consequences of Alcohol Misuse and Drug Use

1. No employee who is found to have breath alcohol concentration of 0.02 or greater but less than 0.04 will perform or continue to perform driving functions for the county, nor shall the county permit the employee to perform or continue to perform driving functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

2. A first-time offender who tests positive for a controlled substance or has an alcohol concentration of 0.04 or greater will be suspended for at least 30 days without pay. The employee will not be eligible for sick leave or vacation during the suspension.

3. During the suspension, the employee will be referred to a substance abuse professional who can determine what action is needed to assist the driver in resolving their problem of alcohol misuse and drug use. The cost of rehabilitation will be the responsibility of the employee. However, a portion of the medical expenses may be covered by the county group medical insurance plan. An employee's refusal to seek treatment will result in immediate termination of employment.

4. At the end of the suspension and before returning to work, the employee will not perform driving functions unless the employee has:

   a) Been advised of the resources available for evaluating and treating alcohol and/or controlled substance abuse;

   b) Been evaluated by a substance abuse professional to determine what rehabilitation, if any, is required by the employee and a determination that the employee has successfully complied with any required rehabilitation; and

   c) Taken a return-to-duty test with either a negative test result for substance abuse or a result of less than 0.02 for alcohol concentration, as applicable. A return-to-duty test that is positive for a controlled substance or greater than 0.02 for alcohol, as applicable will result in termination of employment with the county.

5. An employee who tests positive for the first time and completes their period of suspension, rehabilitation, if required, and subsequent negative testing will be reinstated but will be required to undergo follow-up testing as outlined in Section E herein.

6. If at any time a driver tests positive a second time, he or she will be terminated immediately from employment with the county.

Section 11-10 Workplace Violence

Due to the increased violence in society, which has also filtered into many workplaces throughout the United States, it is the policy of Franklin County to expressly prohibit any acts or threats of violence by any county employee or former employee against any other employee, visitor, or customer on county property or elsewhere at any time. Workplace violence includes, but is not limited to, physical assaults, verbal assaults, harassment, threats, abusive language, carrying concealed weapons, stalking, or intimidation.

(a) Any employee who engages in workplace violence or in violence/harassment off-the-job that is work related will be subject to severe disciplinary action, up to and including immediate termination.

(b) The county will take appropriate action when dealing with employees, former employees, or visitors to county facilities who engage in violent behavior. Such action may include notifying the sheriff, police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

(c) With the exception of law enforcement personnel authorized to possess firearms by the Sheriff, the county prohibits employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto county premises. The carrying of weapons of any kind, except by law enforcement personnel, in county owned vehicles is prohibited.

(d) Any employee who is the victim of violence or observes such activity is responsible to reporting it to their elected official or department administrator. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible.

Chapter 12

SEPARATION OF EMPLOYMENT

- **Employment at Will**
- **Retirement**
- **Reduction in Workforce/Layoff**
- **Payment upon Employment Separation**
- **Return of County Property**

Section 12-1 Employment at Will

Since employment with Franklin County is based on mutual consent, both the employee and the county have the right to terminate at will, with or without cause, at any time. An employee who chooses to resign should give their supervisor written notice stating the reason for leaving as far in advance as possible. The county requests the professional courtesy of a two-week notice.

Section 12-2 Retirement

An employee who chooses to retire should give their supervisor written notice as far in advance as possible and contact the Human Resources Department to file their application for retirement at least 30 days, but no more than 90 days from the date it is to be effective. All LAGERS and CERF retirements are effective on the first day of the month.

Section 12-3 Reduction in Workforce/Layoff

An elected official or department supervisor may separate an employee for non-disciplinary reasons because of lack of funds, lack of work or the elimination of a department of position after giving proper notice. An elected official or department administrator may appoint an employee who is to be laid off to any existing vacancy in a lower job classification for which the employee is qualified. Employee's qualifications, abilities, and demonstrated individual performance will be considered when determining who will be laid off. The county will provide at least two weeks' notice or equivalent compensation to persons being laid off.

Section 12-4 Payment upon Employment Separation

Upon separation of employment due to resignation or death, employees who are not in an introductory status will be paid for unused personal leave time that has been earned and accrued. In the event of separation due to death of the employee, compensation will be paid to the employee's beneficiary. In no event shall an employee be paid for more days than the total of the maximum number of days which an employee may carry over plus the number of days which the employee has earned but not used since the employee's most recent anniversary date.

Section 12-5 Return of County Property

All separating employees are required to return all Franklin County property, materials, equipment, keys, identification cards including commissions for law enforcement personnel, or other written information issued to them or in their possession or control prior to the separation of employment. The county may withhold from the employee's final paycheck the cost of any items that are not returned for or for damaged county property provided that the employee receives at least the current "minimum wage" as required by federal and state wage and hour laws. Benefits otherwise due to the employees may also be withheld. In addition, the county may take legal actions to recover its property.

Chapter 13

WORKER'S COMPENSATION

Franklin County hereby recognizes and adopts all provisions Missouri Worker's Compensation law.

All employees who suffer what is believed to be work related injury or illness must report such injury or Illness as soon as possible after the injury occurs or the onset of the illness. Employees who fail to notify County Representatives (supervisor, department head or elected official) within two (2) days of the injury or illness may jeopardize their ability to receive compensation and any other benefits under Missouri Worker's Compensation law. An employee reporting an injury may be required to submit to drug and alcohol testing.

Franklin County provides a comprehensive workers' compensation insurance program as required by Missouri law. If a county employee sustains an injury or illness in the course of their employment with Franklin County, the following policy and procedure will apply.

(a) Reporting Requirements

All work-related injuries must be reported to the employee's supervisor as soon as possible. State law requires that a Report of Injury form be filed with the insurance carrier within three days of the accident. To report a work-related injury the following reports must be filed with the Human Resources Department no later than the next working day following the incident.

(1) Division of Workers' Compensation Report of Injury. The supervisor of the injured employee must complete a Report of Injury and notify Human Resources immediately. Employee's Statement of Injury. The injured employee must complete this form on the date the injury occurs unless their injuries are so severe that they are unable to. Witness Statement any witness to the accident must complete a Witness Statement.

(b) Selection of Health Care Provider

According to Missouri Workers' Compensation Law, Section 287.140 RSMo., the County Commission has the right to designate the health care provider for work-related injuries or illness. The County Commission shall from time to time designate the physician who shall serve as the Workers' Compensation physician for the County.

If an employee requires emergency medical attention due to the severity of an injury, the emergency room at the nearest hospital should be used. The employee should inform the emergency room physician as to the name of the County's Worker's Compensation physician.

Employees who do not wish to be treated by the physician designated by the County will be required to seek treatment at their own expense in accordance with Section 287.

(c) Coordination with Other Benefits

All work related injuries or illnesses which meet the FMLA definition of a "serious health condition" and which result in the employee being absent from work shall automatically trigger utilization of time off under FMLA (See 10-1 and following).

Commission Order No. 2020-183
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Contract/Agreements

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN REAL ESTATE OWNED BY FRANKLIN COUNTY, MISSOURI TO RICHARD LONG AND MEGHAN OHLRICH LONG

WHEREAS, prior hereto Franklin County, Missouri acquired ownership of certain real estate in unincorporated Franklin County, Missouri through the "Hazard Mitigation Grant Program"; and

WHEREAS, Richard Long and Meghan Ohlrich Long are desirous of leasing said premises to be used as open space consistent with the requirements of Federal Regulations pertaining to land acquired through the Hazard Mitigation Grant Program; and

WHEREAS, a suitable lease has been negotiated by and between the County of Franklin, Missouri as "Lessor" and Richard Long and Meghan Ohlrich Long as "Lessee", a copy of said lease being attached hereto and incorporated by reference herein; and

WHEREAS, it is found and determined by the County Commission of Franklin County that it is in the best interest of Franklin County to approve the proposed Lease Agreement.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that leasing the subject property to Richard Long and Meghan Ohlrich Long is hereby approved.

IT IS FURTHER ORDERED that Tim Brinker is hereby authorized to execute said lease on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and Executed Lease Agreement be provided to Tim Baker, County Clerk; and Richard Long and Meghan Ohlrich Long.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

AGREEMENT OF LEASE

Agreement and Lease made this ____day of _____, _____, by and between Franklin County, Missouri hereinafter called "Lessor," and Richard Long and Meghan Ohlrich Long, hereinafter called "Lessee."

Whereas, the Lessor owns certain real estate in unincorporated Franklin County Missouri which was acquired through the "Hazard Mitigation Grant Program", and

Whereas, the Lessee is desirous of leasing said premises to be used as open space consistent with the requirements of Federal Regulations pertaining to land acquired through the Hazard Mitigation Grant Program. Subject to the terms hereof and the Lessor is willing to lease said land for such purpose.

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the following described real estate situated in Franklin County, Missouri, to wit:

SEE EXHIBIT A

I
USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for agricultural or for other purposes compatible with maintaining such land as open space as such term is defined in 44CFR206.434(d) AND FOR NO OTHER PURPOSES.

II
TERM OF LEASE

The term of this lease shall be for one year commencing on April 28, 2020, and ending on April 28, 2030. The Lessee shall hold said premises hereby leased during the full term of the lease and paying as rent, the sum of $100.00 for said term, payable in full at the commencement of the term. This Agreement is subject to the renewal options as hereinafter set forth. Provided further that in the event Lessor receives notice from the Federal agency which administers the Hazard Mitigation Grant Program that the demised premises is being used in a manner which violates any provision of the governing federal Regulations Lessor shall have the right to terminated this Lease immediately. In addition, in the event Lessor, through its governing body, determines that a public necessity exists which requires the public use of the demised premises Lessor shall have the right to terminate this Lease upon sixty (60) day notice in writing. In the event that the Lease is terminated as a result of action by Lessee all rent paid for the then existing term shall be forfeited. In the event

termination is necessary but is not the fault of Lessee then in such event a pro rata portion of the rent paid for the then existing term shall be refunded to Lessee.

III
REAL ESTATE TAXES

The Lessor shall be responsible for paying all real estate taxes, if any, assessed against the subject property.

IV
MAINTENANCE AND USE OF DEMISED PREMISES

Lessee hereby acknowledges that it shall be Lessee's responsibility to properly maintain the demised premises. Lessee shall not construct or build and shall not permit the construction or building of any building or structure on the demised premises and shall not do or permit anything to be done to or on the demised property in violation of the rules and regulations pertaining to the Hazard Mitigation Grant Program, said covenants and restrictions being more specifically set forth on Exhibit B attached hereto and incorporated by reference herein. In addition thereto, this Lease shall be subject to the special restrictions set forth on Exhibit C attached hereto and incorporated by reference herein.

B
ASSIGNMENT

The Lessee shall not assign the lease, nor underlet the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

VI
PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any prat thereof pay unto the Lessor the said annual rent hereinbefore provided for on the first day of each term, or any renewal thereof.

VII
UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised property. Any unlawful, improper or offensive use of the property by Lessee shall result in termination of this Lease.

VIII
NUISANCE

The Lessee shall be responsible and shall pay all damages and charges to the appropriate governmental entity or any others for any nuisance made or suffered during said term on the demised premises.

IX
INSURANCE

The Lessor shall provide, at the sole expense, public liability insurance, in the sum of $300,000.00, or in such other amount which is equal to the maximum amount which a public entity such as Lessor can be held liable for arising out of claims for damages to property or persons and shall provide proof thereof annually to Lessor. Lessee shall have Lessor named as a co-insured for public liability purposes on the demised remises. Lessee agrees to indemnify and hold Lessor harmless for any loss, damage or expense arising out of the direct use and control of the premises by the Lessee.

X
LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term, unless extended, peaceably yield up to the said Lessor all and singular the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representatives during the continuance thereof.

XI
DEFAULT

I THE Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, then, and in such case, the Lessor or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof tin the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry and aforesaid the said term shall cease and be ended.

XII
OPTION FOR RENEWAL

THE Lessee shall have the right to renew and extend the term of this lease for ten (10) additional periods of one (1) year each so that in the event all renewal options hereunder are executed by Lessee, Lessee would surrender the demised premises on April 28, 2030. Any renewal shall be upon the same terms, covenants and conditions which are applicable to the original term. This lease shall renew automatically for each of the ten (10) additional terms described above unless either Lessee or Lessor provides notice in writing, to the other party of its intention to vacate the premises at least sixty (60) days prior to the expiration of the then existing term.

XIII
COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case names and express.

This agreement and lease shall be deemed a contract and governed by the laws of the state of Missouri.

XIV
QUIET ENJOYMENT

THE Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor and by any other person or persons.

XV
NOTICES

All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by registered mail and shall be deemed properly given if tendered at the address first above set forth of the party intended to be notified tor at such other address as either party shall designate by written notice to the other.

XVI
MECHANIC'S LIENS

Lessee shall have no authority to create any liens for labor or material on or against Lessor's interest in the premises.

XVII
LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same.

XVIII
WAIVER

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained. The subsequent acceptance or rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee or any term, covenant, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XIX
ATTORNEYS FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XX
ENVIRONMENTAL RESPONSIBILITY

Lessee covenants that it will not dispose of or place on the Leased premises any hazardous materials, hazardous substances, asbestos or underground tanks. Lessee will comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter collectively referred to as "Standard") issued by any federal, state or local governmental body or agency established thereby (hereinafter collectively referred to an "authority") relating to Lessee's use, occupancy and maintenance of the Leased premises including, but not limited to, full and complete compliance with all standards, present or future, set by any authority concerning air quality, water quality, noise, hazardous substances and hazardous waste. Lessor agrees to notify Lessor immediately of any claim by or notice from any authority asserting any violation of any standard with respect to the condition, use or occupancy of the Leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless against any claim, damage, liability, cost, penalty, fine or expense (including Lessor's

attorney's fees, engineering and consulting costs, and Lessor's cost of cleanup, disposal or compliance), resulting from any actual, asserted or threatened violation of any standard with respect to the Leased premise, provided that the actual, asserted or threatened violation occurred during the term of this Lease or as a result of Lessee's use, occupancy, or maintenance of the Leased premises. Lessee's liability pursuant to this Indemnity shall survive the termination of this Lease.

XXI
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease. Feminine or neuter pronouns may be substituted for those of masculine form or vice versa, or the plural may be substituted for the singular or vice versa.

XXII
INTERGRATION

This Lease contains the entire Agreement between the parties.

IN WITNESS WHEREOF the said Parties have hereunto set their hands and seals the day and year first above written.

Richard Long	Franklin County
_____	BY:_____
Lessee	
Meghan Ohlrich-Long	ATTEST:_____
_____	
Lessee	

EXHIBIT A

133 Decker Road, Labadie, Missouri 63055, consisting of approximately 1.63 acres being parcel number 08-9-30.0-3-005-004.000

Lessor reserves a right of way of thirty (30) feet measured from the centerline of any adjacent County road unless there already exists a right of way of record greater in width.

EXHIBIT B

General Restrictions

1. The property shall be used and maintained for uses compatible with open space, recreational or wetlands practices. In general, allowable open space, recreation, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.

2. No structures shall be built on the subject property.

3. No application for disaster assistance will be made for any purpose with respect to the subject property to any Federal entity or source.

4. Flood control structures, such as a levee, are not compatible with open space use and are therefore prohibited.

5. No new fill is permitted to specifically include filling within any flood way.

6. Grading of land is allowed only to prepare the property for recreational use, if specifically authorized by Lessor and the creation of wetlands.

7. No trees shall be cut or harvested from the subject property.

EXHIBIT C

Specific Restrictions

None

Commission Order No. 2020-184
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Annexation

IN THE MATTER OF ANNEXATION ORDINANCE #20-13094 FROM THE CITY OF WASHINGTON FILED WITH THE CLERK OF THE FRANKLIN COUNTY COMMISSION

WHEREAS, on April 22, 2020, the City of Washington filed their annexation ordinance #20-13094 with the Clerk of the Franklin County Commission in accordance with Section 71.012 RSMo; and

WHEREAS, said ordinance #20-13094 approved the annexation of certain territory into the corporate limits of the City of Washington; and

WHEREAS, the governing body of the City of Washington has prior hereto determined that said area meets the criteria required by Missouri Statutes and that the proper procedures have been followed.

NOW THEREFORE, the Franklin County Commission recognizes that the City of Washington, Missouri has extended its corporate limits to include the territory as described in "Exhibit A" which is attached hereto and incorporated by reference herein.

IT IS HEREBY ORDERED that a copy of this order and a copy of City of Washington's Ordinance #20-13094 to the Franklin County Assessor's Real Estate and Personal Property Department; Franklin County Highway Administrator; Franklin County Collector of Revenue; Franklin County Sheriff; Franklin County Planning & Zoning Department; Franklin County Voter Registration and Election Department; Franklin County Recorder of Deeds; and the City of Washington.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

405 Jefferson Street, Washington, MO 63090 636-390-1000 www.washmo.gov

STATE OF MISSOURI

COUNTY OF FRANKLIN

I, Mary Trentmann, City Clerk, for the City of Washington, Franklin County, Missouri, hereby certify that the attached document constitutes a full, true and correct copy of Ordinance No. 20-13094 which was passed and approved of April 6, 2020 as fully as the same appears on the records in my office and are still in effect on the date of this certification.

In witness hereof, I have hereunto set my hand and affixed the seal of the City of Washington, Missouri, this 8th day of April, 2020.

Mary Trentmann

Mary Trentmann, MRCC
City Clerk

City Seal

FILED
TIM BAKER
APR 22 2020
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

BILL NO. 20-12148 INTRODUCED BY Holtmeier

ORDINANCE NO. 20-13094

AN ORDINANCE ANNEXING 9.92 ACRES OF WEBER FARMS PLAT 3 INTO THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, on February 18, 2020 a verified petition signed by Vic Hoerstkamp, owner of the tract of real estate hereinafter described, requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the city limits of the City of Washington, and should be placed into a R-1D, Single Family Residential classification, as requested by the applicant; and,

WHEREAS, the City Council held a public hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, March 16, 2020 at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on February 29, 2020 in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said public hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described this ordinance; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Washington, Missouri, within fourteen (14) days after said public hearing; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, be it ordained by the Council of the City of Washington,

Missouri, as follows:

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned R1-D, Single Family Residential.

SECTION 3: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED: 04-06-20

ATTEST: Mary Trentmann — City Clerk

Sandy Lucy — President of the City Council

APPROVED: 04-06-20

ATTEST: Mary Trentmann — City Clerk

Sandy Lucy — Mayor of Washington, Missouri

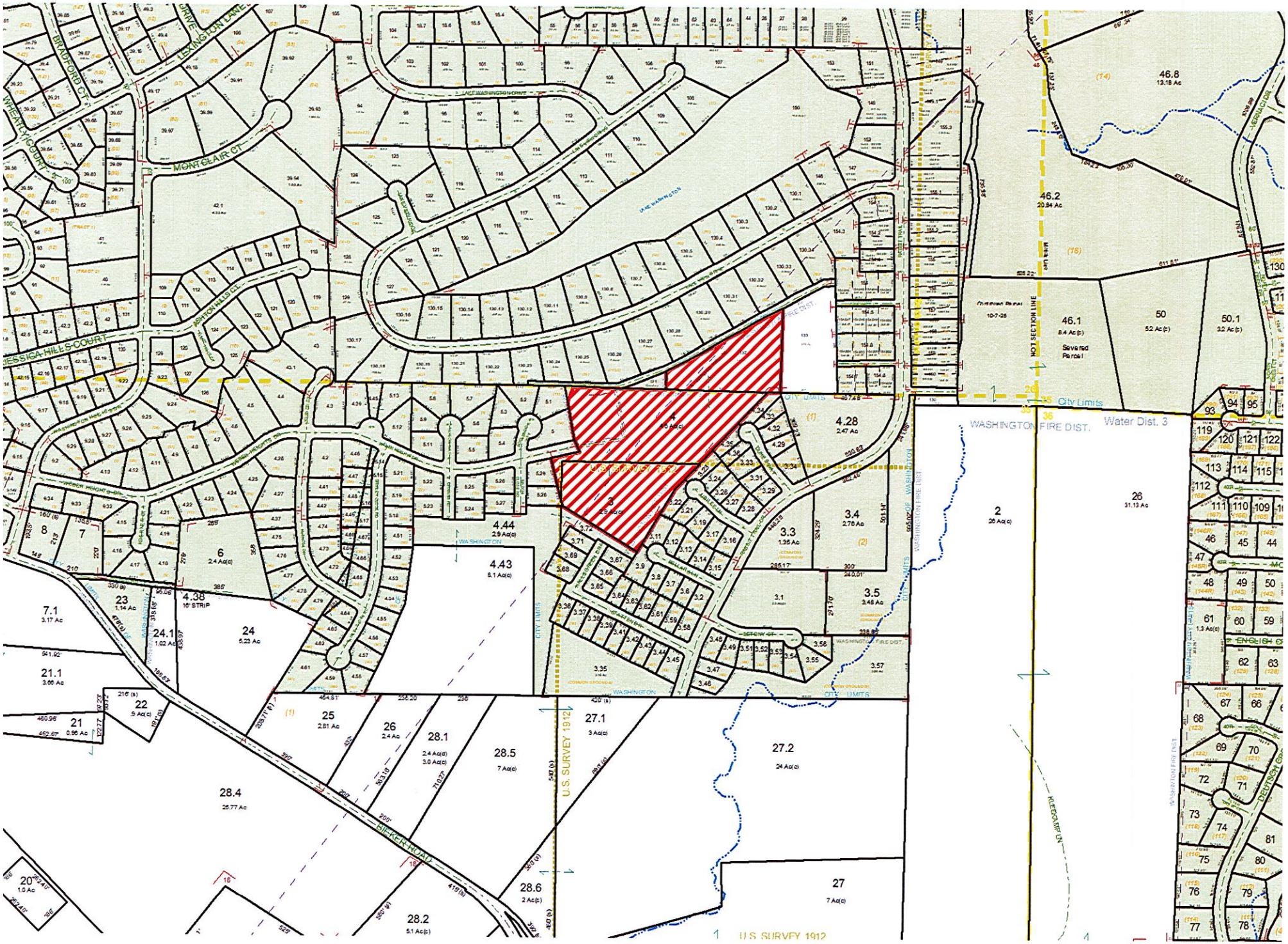
EXHIBIT A

DESCRIPTION OF 9.92 ACRE - TRACT I:

A tract of land being part of the South Half of the Southeast fractional Quarter of Section 26, and part of U.S. Survey 1912, and part of the North Half of the Northeast Quarter of Section 35, Township 44 North, Range 1 West of the 5th P.M., Franklin County, Missouri, being more fully described as follows:

BEGINNING at an iron rod at the Northeast corner of Lot 1A of Malvern Hill recorded in Doc.#1320141;
Thence on the North line of said Malvern Hill as follows:
Thence N 89° 21' 41" W 41.59 feet;
Thence S 43° 15' 18" W 558.47 feet;
Thence S 30° 34' 15" W 298.86 feet;
Thence leaving said Malvern Hill N 59° 25' 45" W 360.81 feet to the South line of Lot 16 of The Overlook at Weber Farms Plat 2 recorded in Doc. #1715992;
Thence S 89° 21' 41" E 4.05 feet to the Southeast corner of said Lot 16;
Thence N 13° 25' 46" W 201.12 feet to the Northeast corner of Lot 15 of said The Overlook at Weber Farms Plat 2;
Thence N 76° 34' 14" E on the south right of way of Weber Heights Drive 119.91 feet;
Thence N 23° 35' 22" W 50.80 feet to the Southeast corner of Lot 14 of said The Overlook at Weber Farms Plat 2;
Thence N 10° 39' 13" W on the east line of Lot 14 and Lot 13 of said The Overlook at Weber Farms Plat 2 145.51 feet;
Thence N 21° 02' 25" E 81.83 feet to the Southwest corner of Lot 53 of Lake Washington Estates-Plat 3 recorded in Plat Book O, Page 931;
Thence S 89° 21' 41" E on the south line of said Lake Washington Estates-Plat 3 364.81 feet to an iron rod at the Southeast corner of Lot 57 of said subdivision;
Thence N 01° 46' 25" E on the property line 77.58 feet to an iron bar;
Thence N 60° 10' 43" E on the south line of said subdivision 538.99 feet to the Northwest corner of the Murphy Tract recorded in Book 910 Page 786;
Thence S 00° 38' 47" W on the West line of the Murphy Tract 350.76 feet to the POINT OF BEGINNING;
Containing 9.92 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.



NOT A SURVEY and should not be used as such. Nor is it intended for conveyances.
er of this map assumes all responsibility for its use and agrees to hold Franklin County harmless from loss or liability.
'more, no warrranty, presentation or guaranty, expressed or implied, will be made by Franklin County
ie content of this maps accuracy, timeliness, or completeness.

N

1 inch equals 500 feet

ANNEXATION ORD #20-13094

Commission Order No. 2020-185
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Annexation

IN THE MATTER OF ANNEXATION ORDINANCE #20-13095 FROM THE CITY OF WASHINGTON FILED WITH THE CLERK OF THE FRANKLIN COUNTY COMMISSION

WHEREAS, on April 22, 2020, the City of Washington filed their annexation ordinance #20-13095 with the Clerk of the Franklin County Commission in accordance with Section 71.012 RSMo; and

WHEREAS, said ordinance #20-13095 approved the annexation of certain territory into the corporate limits of the City of Washington; and

WHEREAS, the governing body of the City of Washington has prior hereto determined that said area meets the criteria required by Missouri Statutes and that the proper procedures have been followed.

NOW THEREFORE, the Franklin County Commission recognizes that the City of Washington, Missouri has extended its corporate limits to include the territory as described in "Exhibit A" which is attached hereto and incorporated by reference herein.

IT IS HEREBY ORDERED that a copy of this order and a copy of City of Washington's Ordinance #20-13095 to the Franklin County Assessor's Real Estate and Personal Property Department; Franklin County Highway Administrator; Franklin County Collector of Revenue; Franklin County Sheriff; Franklin County Planning & Zoning Department; Franklin County Voter Registration and Election Department; Franklin County Recorder of Deeds; and the City of Washington.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

405 Jefferson Street, Washington, MO 63090 636-390-1000 www.washmo.gov

STATE OF MISSOURI

COUNTY OF FRANKLIN

I, Mary Trentmann, City Clerk, for the City of Washington, Franklin County, Missouri, hereby certify that the attached document constitutes a full, true and correct copy of Ordinance No. 20-13095 which was passed and approved of April 6, 2020 as fully as the same appears on the records in my office and are still in effect on the date of this certification.

In witness hereof, I have hereunto set my hand and affixed the seal of the City of Washington, Missouri, this 8th day of April, 2020.

Mary Trentmann

Mary Trentmann, MRCC
City Clerk

City Seal

FILED
TIM BAKER
APR 22 2020
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

BILL NO. 20-12149 INTRODUCED BY Patke

ORDINANCE NO. 20-13095

AN ORDINANCE ANNEXING PLATS 1 & 2, LOTS 1 THRU 61 OF MEADOWLAKE FARM INTO THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, on February 27, 2020, a verified petition signed by the residents of Meadowlake Farm, requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the city limits of the City of Washington, and should be placed into the R-1A, Single-Family Residence District as requested by the applicant; and,

WHEREAS, the City Council held a public hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on March 16, 2020 at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said public hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described this ordinance; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Washington, Missouri, within fourteen (14) days after said public hearing; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned R-1A, Single-Family Residence District.

SECTION 3: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED: 04-06-20

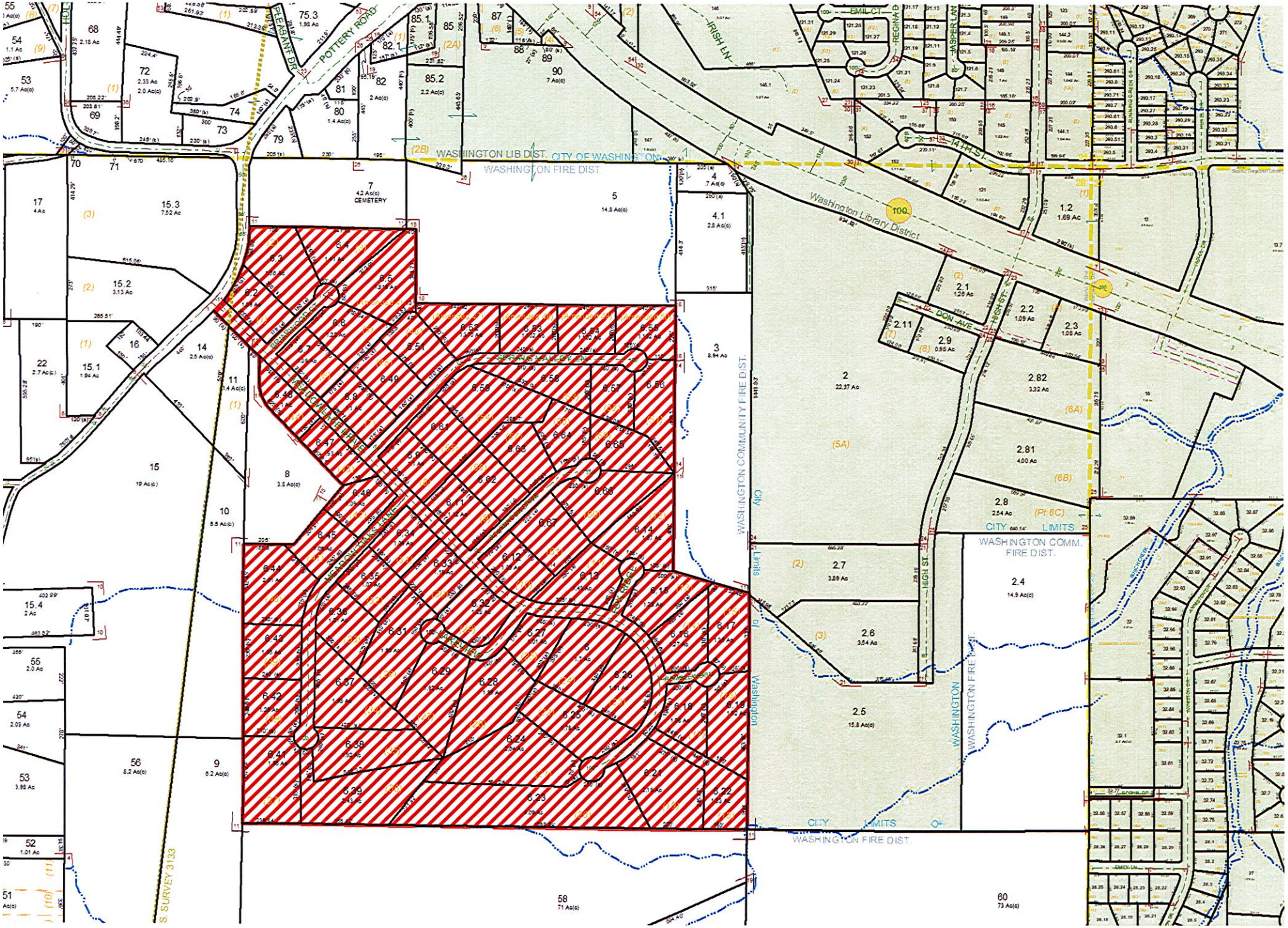
ATTEST: Mary Trentmann Sandy Lucy
City Clerk President of the City Council

APPROVED: 04-06-20

ATTEST: Mary Trentmann Sandy Lucy
City Clerk Mayor of Washington, Missouri

EXHIBIT A

Plats 1 & 2, Lots 1 thru 61 of Meadowlake Farm.



is is NOT A SURVEY and should not be used as such. Nor is it intended for conveyances.
e user of this map assumes all responsibility for its use and agrees to hold Franklin County harmless from loss or liability.
rthermore, no warrranty, presentation or guaranty, expressed or implied, will be made by Franklin County
to the content of this maps accuracy, timeliness, or completeness.

N

1 inch equals 500 feet

ANNEXATION ORD #20-13095

Commission Order No. 2020-186
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Surplus Property

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

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

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

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

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

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

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

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

ITEMS TO BE SURPLUSED
4/22/2020

SURPLUS #	FC #	DEPARTMENT	ITEM DESCRIPTION	SERIAL #	MISC.
893		Sheriff	Heavy Duty Trailer Hitch		Will be listed on Purple Wave
894		Sheriff	Qty.3-Uniforms		Will be thrown away
895		Sheriff	Minuteman Pro Battery Back Up UPS		
896		Highway	Damaged/Ruined Road Signs		Will be recycled
897	51231	Sheriff	2012 Dodge Charger	VIN# 2C3CDXAT5CH261003	Will be listed on Purple Wave
898		Sheriff	WatchGuard Body Camera	VHC2-021199	
899		Sheriff	Portable ICOM Radio	578360	
900	52425	Sheriff	Bullet Proof Vest	1800000282451/ 1800000282498	Sheriff's Office will destroy

Commission Order No. 2020-187
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Contract/Agreements

IN THE MATTER OF RENEWING THE AT&T ILEC SERVICE AGREEMENT FOR THE PRIMARY RATE ISDN, SMART TRUNK SERVICE

WHEREAS, in August of 2006 Franklin County entered into an agreement with AT&T for the installation and maintenance of T-1 (PRI) phone lines, and

WHEREAS, the Franklin County Commission has determined it is in the best interest of the County to continue said agreement.

THEREFORE, IT IS HEREBY ORDERED by the Franklin County Commission that Franklin County does enter into the attached agreement with AT&T for the continued maintenance of said T-1 (PRI) and that the Presiding Commissioner is given the authority to sign said agreement.

IT IS FURTHER ORDERED THAT a copy of this order be forwarded to AT&T; to Angela Gibson, County Auditor; Ann Struttmann, Purchasing Agent; Mandy Warnecke, Sheriff's Office; and Lynne Maloney, Accounts Payable.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

UNIVERSAL EXTENSION – 21 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable
PROVIDED PURSUANT TO STANDARD OR CUSTOM TERMS

CNUM# ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): 20160920-6910
Case Number# / SPP# (if applicable):
Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**), include DS1 Transport BTN (if applicable): 636 584-6800 370
See Attachment B for additional BTNs/ATNs if required.

Customer	AT&T
FRANKLIN COUNTY	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired,** this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE - Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")

States	Service Name
Illinois, Indiana, Michigan, Ohio and Wisconsin	ISDN Prime with AT&T DS1 Service
Arkansas, Kansas, Missouri, Oklahoma and Texas	Primary Rate ISDN - SmartTrunk®
California and Nevada	Primary Rate ISDN with AT&T High Capacity DS1 1.544 Mbps Service
Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee	Primary Rate ISDN - Voice/Data Standard Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 24 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment

3. EARLY TERMINATION CHARGES

Early termination charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's

AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable

Service Agreement will apply during the Service Agreement Term.

Rates in Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

Adds are not permitted under the Service Agreement, as modified by this Amendment.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Commission Order No. 2020-188
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A RENEWAL SERVICE AGREEMENT WITH SMITHS DETECTION

WHEREAS, Franklin County owns and operates x-ray equipment as part of the security system in the County Judicial Building; and

WHEREAS, Smiths Detection currently provides maintenance service for such system and the agreement therefore is in need of renewal; and

WHEREAS, the annual cost of such maintenance is $4,262.00 per the attachment hereto.

IT IS THEREFORE ORDERED that the Agreement with Smiths Detection is hereby approved and that the Presiding Commissioner is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that an executed copy of said Agreement and a copy of this Order be provided to Smiths Detection; Bill Miller, Circuit Clerk; Lynne Maloney, Accounts Payable; and Ann Struttmann; Purchasing Agent.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

Service Quotation

smiths detection
bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from	04-22-2020 Valid to 07-31-2020	Quotation No.	20110123
Date	04-22-2020		
Sold to No.	317838		
Sold to name	FRANKLIN COUNTY MISSOURI		
Sold to address	400 E LOCUST , RM 201 UNION Missouri 63084 USA	Smiths Contact Person	KATIE JOYNES
Phone No.	636-583-1550	Phone No.	410-612-2541
Fax No.		Fax No.	
Email		Email	katie.joynes@smiths-detection.com

Ship to No.	630551	Terms of Delivery	F0B Edgewood
Ship to name	FRANKLIN COUNTY JUDICIAL CTR	Payment Terms	Z009 Net 30
Ship to address	401 EAST MAIN STREET UNION Missouri 63084 USA		
Phone No.	314-971-3633	Contact Person	
Fax No.			
Email			

Equipment	10864037	Planned Service	-
Material	11132211	Warranty	
Serial No.	127340		-
Quantity	1	Service Contract	-

Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr
10	Material No. Material Description	6030DI-1PMCM ON-SITE w/PMI 36 HR RSP	1.000	EA	4262.00	4262.00	USD

Total Unit Price	4262.00
Grand Total	4262.00

The grand total price of our quotation does not include pricing for alternatives and/or options

Service Quotation

smiths detection
bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from	04-22-2020 Valid to 07-31-2020	Quotation No	20110123
Date	04-22-2020	Customer Reference No.	
Sold to No.	317838	Customer Reference Date	
Sold to name	FRANKLIN COUNTY MISSOURI	RMA No.	
Sold to address	400 E LOCUST , RM 201 UNION Missouri 63084 USA		
Equipment	10864037	Planned Service	-
Material	11132211	Warranty Details	
Serial No.	127340		-
Quantity	1	Contract Details	-

Additional Remarks	***1 YEAR ON-SITE MAINTENANCE AGREEEMNT*** May 9, 2020- May 8, 2021 ========== ON-SITE SERVICE AGREEMENT - On-Site Service Coverage - 8:00a.m. - 5:00p.m. Monday - Friday Excluding Holidays - Response Time: Within 36 hours - Includes All Labor, Travel Time and Travel Expenses - Includes All Replacement Parts Required - 24/7/365 Call Center Technical Support - One Annual Preventive Maintenance Inspection (PMI) with Complete Operational and Calibration Procedure Performed - Valued Customer Status - 15% Discount On Instructor-led Training ========== EQUIPMENT DETAILS HS 6030DI 115724

Standard Terms and Conditions	This Sale is subject to Smiths Detection Terms and Conditions of Sale. All other terms and conditions are hereby expressly rejected. Smiths Detection terms and conditions are available on our website: http://www.smithsdetection.com/US_terms_conditions.php Where applicable, this sale is contingent on Smiths obtaining the required export licenses and end user certificates.

Customer acknowledge (sign): Date:

Commission Order No. 2020-189
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A LEASE & SERVICE AGREEMENT WITH BOLAND ENERGY

WHEREAS, Boland Energy is engaged in the business of supplying LP gas and the rental of tanks and other equipment for the utilization of LP gas; and

WHEREAS, Franklin County Communications is desirous of securing a supply of LP gas and the equipment necessary for the utilization of said gas; and

WHEREAS, a suitable Lease and Service Agreement has been negotiated by and between Franklin County Communications as "Lessee" and Boland Energy as "Lessor", a copy of said Lease and Service Agreement being attached hereto and incorporated by reference herein; and

WHEREAS, Boland Energy will lease and install one (1) six-hundred fifty (650) gallon tank with no installation fee to be charged to lessee for a total charge of $100.00 per year rental to be prepaid each year and to be due and owing on the 1st day of May each year.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the Lease and Service Agreement with Boland Energy is hereby approved.

IT IS FURTHER ORDERED that Tim Brinker, Presiding Commissioner, is hereby authorized to execute said Lease and Service Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of the Order and Executed Lease and Service Agreement be proved to Boland Energy; Ann Struttmann, Purchasing Agent; Abe Cook, EMA Director; and Angela Gibson, Auditor.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

Act 33250

BOLAND ENERGY
TANK LEASE AGREEMENT
OPTION TO PURCHASE AND SERVICE CONTRACT
LEASE & SERVICE AGREEMENT

Whereas; Boland Energy, hereinafter Boland Energy or Lessor, is engaged in the business of supplying LP gas and the rental of tanks and other equipment for the utilization of LP gas and;

Whereas; FRANKLIN Co COMMUNICATIONS hereinafter Lessee or Purchaser is desirous of securing a supply of LP gas and the equipment necessary for the utilization of said gas;

Therefore; The parties hereto have entered into the following agreement this 1 day of May, 2020.

LEASE OF EQUIPMENT

1. Boland Energy will lease and install, according to applicable industry standards the following LP gas equipment: 1 - 650 GAL TANK S/N 584690

TANK BLOCKS

SAID EQUIPMENT TO BE LOCATED AND INSTALLED AT THE FOLLOWING LOCATION: PEA RIDGE MINE ROAD, SULLIVAN

2. In consideration of the installation and lease of said equipment Lessee agrees to pay $ 100.00 per year rental. Said yearly rental to be prepaid each year and to be due and owing on the 1st day of May each year. NO INSTALLATION FEE IS TO BE CHARGED TO LESSEE.

3. Boland Energy agrees to sell Lessee and Lessee agrees to buy from Boland Energy all of the LP gas that Lessee shall utilize at the above named location and Lessee further agrees that during the term of this agreement Boland Energy shall be the sole and exclusive supplier of LP gas at the above named location.

4. Boland Energy agrees to supply and Lessee agrees to purchase said LP gas at Boland Energy established consumer price with such changes in price and terms of sale as Boland Energy may from time to time make.

Boland Energy agrees to, so long as Lessee complies with all terms and conditions herein, maintain an adequate supply of fuel in Lessee' tank at all times. Boland Energy reserves the right to make deliveries at such times and such amounts as Boland Energy shall see fit to maintain said adequate supply.

In the event that Lessee specifically request that deliveries be made only when requested by the Lessee then Boland Energy shall have in it's sole discrestion, the right to:

1. Terminate this agreement and remove said equipment or;

2. Accept such terms provided that:
   A. Lessee accepts a minimum delivery of 200 gallons.
   B. Boland Energy is under no obligation to make a special delivery and may make said delivery as soon as it is convenient to Boland Energy.
   C. That if Lessee wishes to take delivery only when he requests, then Boland Energy is relieved of any duty to maintain and adequate supply of fuel in Lessees' tank and Boland Energy shall in no way be liable for any damages, direct or consequentian resulting from a fuel outage.

3. This agreement shall be in effect for so long as Lessee:
   A. Actually utilizes said equipment and LP gas and:
   B. Purchase all LP gas used at such location exclusively from Boland Energy and;
   C. Lessee complies with any and all other terms and conditions herein:
   D. Lessee complies with any and all terms of sale as may in the normal course of business be required by Boland Energy. Either party may terminate this agreement upon 30 days of written notice to the other party. Any and all rental received by Boland Energy shall be retained by Boland Energy.

4. Lessee agrees that he shall purchase at a minimum _____ gallons of LP gas per year from Boland Energy; that if Lessee does not meet this minimum gallonage requirement, then Boland Energy shall have the option, within it's sole discretion, to terminate this agreement and remove all LP gas equipment owned by Boland Energy.

5. Boland Energy may refuse to connect to, or may disconnect any LP gas appliances deemed by Boland Energy to be unsatisfactory or unsafe for use with LP gas, even though Boland Energy connects to, or fails to disconnect, any such appliance, Boland Energy shall not be liable for such acts or failure to act, nor the subsequent use of LP gas with such appliances.

6. Lessee agrees that under no circumstances shall Lessee cause or allow said equipment to be removed from said location nor shall Lessee move, alter, or in any other way tamper with said equipment or permit or allow any other person, firm, or corporation to move, alter, or in any other way tamper or adjust said equipment.

7. Boland Energy agrees to maintain all equipment in a safe and useful condition and to perform any and all maintenance of said equipment.

8. The parties agree that in no way shall said equipment become the propery of Lessee, except as provided herein, or become a fixture or attachment to real property. Lessee agrees to execute any and all security devices, affidavits, or other documents reasonably necessary to evidence and protect Boland Energy good and clear title, right and ownership of the aforesaid equipment.

9. Boland Energy's ability to perform hereunder is subject to strikes, floods, fires, accidents, delays, embargoes, contingencies of transportation, or other causes beyond the control of Boland Energy.

10. The parties agree that no failure or delay in exercising any of Boland Energy's rights hereunder shall prevent exercise at a later date; neither shall waiver by Boland Energy of any breech by Lessee be deemed a waiver of a subsequent breech.

In witness hereof the parties have set their hands on the day and date first written above:

_____
Lessee

_____
Boland Energy

Email Adress _____

Keep Full _____

Call In _____

Tank Rental 100.00

Commission Order No. 2020-190
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION OF A
JOINT LETTER OF COMMITMENT AGREEMENT
BETWEEN THE FRANKLIN COUNTY
HEALTH DEPARTMENT AND NCADA**

WHEREAS, Franklin County Health Department has been identified as a key player of a multi-sector consortium focused on reducing morbidity and mortality associated with opioid overdoses in high-risk communities in Franklin County; and

WHEREAS, the Franklin County Health Department believes it is in the best interest of Franklin County to participate in a Joint Letter of Commitment Agreement with the National Council on Alcoholism and Drug Abuse-St. Louis (NCADA); and

WHEREAS, the Joint Letter of Commitment, attached hereto, reflects the terms of the agreement and shall begin September 1, 2020 and end August 31, 2023.

IT IS THEREFORE ORDERED that the Joint Letter of Commitment with the National Council on Alcoholism and Drug Abuse-St. Louis (NCADA) is hereby accepted and approved and that Angie Hittson, Health Department Director, is authorized to execute any all documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of said Contract and a copy of this Order by provided to the NCADA; Angie Hittson, Health Department Director; and Ann Struttmann, Purchasing Agent.

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

NCADA
the place to turn

MAIN OFFICE
9355 Olive Blvd.
St. Louis, MO
63132
314.962.3456

FRANKLIN COUNTY
3033 Highway A
Washington, MO
63090
636.239.7652

NCADA
HRSA 20-031

Joint Letter of Commitment—Rural Opioid Reduction Consortium
Franklin County, Missouri

This Letter of Commitment identifies community organizations who are established as key members of a multi-sector consortium focused on reducing morbidity and mortality associated with opioid overdoses in high-risk rural communities in Franklin County. This agreement shall reflects a commitment from all parties that will begin September 1, 2020, and will be evaluated annually throughout the grant period, ending August 31, 2023.

Consortium Members' Roles and Responsibilities

1. Actively participate in regularly scheduled meetings to review the progress of the work plan, representing the needs of the rural communities identified in the grant.
2. Provide input and feedback throughout the implementation process.
3. Support the goals of the plan by supplying pertinent data and evidence, as well as ongoing evaluation of each activity's outcomes.
4. Assist in identification of additional activities that support the strategic plan to ensure sustainability of the group's efforts.
5. Collaborate with other Consortium Members to provide oversight of the award, ensuring it is used for the activities proposed in the work plan, and that activities benefit the target population exclusively.

Activities Involving Consortium Members

1. Collecting, sharing and analyzing aggregate data related to the plan.
2. Consistent and active participation in ongoing work plan evaluation and implementation meetings.
3. Cultivating partnerships with additional community based agencies to ensure successful increase in the group's capacity building efforts.

Consortium Members' Expertise Pertinent to the Project

1. Creating a unified message addressing opioid use disorder as a public health issue, and applying the standards, benchmarks and interventions in the work plan as they pertain to this health crisis.
2. Providing access to a reputable, officially cited dataset with the specific focus of the rural populations within the community.
3. Effectively disseminating the educational messaging, trainings and programs to the general public through their collective and individual agency collaborations.

NCADA
the place to turn

MAIN OFFICE
9355 Olive Blvd.
St. Louis, MO
63132
314.962.3456

FRANKLIN COUNTY
3033 Highway A
Washington, MO
63090
636.239.7652

NOTE: Authorized signature of each member represents acknowledgement of the following:

- The RCORP-Implementation award is to be used for the activities proposed in the group's approved work plan.
- Activities of the consortium will exclusively benefit populations in the targeted rural service area.
- The Award will not be used for the exclusive benefit of any one consortium member.
- All consortium members commit to sharing all pertinent aggregate performance data with the applicant organization, and will not disclose any patient-level or other information that might identify individuals in the community.

Jenny Armbruster

Consortium Member Printed Name

Jenny Armbruster

Consortium Member Signature

NCADA

04/22/2020

Date

Daphne Ressel

Consortium Member Printed Name

Daphne Ressel

Consortium Member Signature

Foundations for Franklin County

04/23/2020

Date

Consortium Member Printed Name

Consortium Member Signature

Mercy Healthcare

Date

NCADA
the place to turn

MAIN OFFICE
9355 Olive Blvd.
St. Louis, MO
63132
314.962.3456

FRANKLIN COUNTY
3033 Highway A
Washington, MO
63090
636.239.7652

Consortium Member Printed Name

Consortium Member Signature

Franklin County Health Department

Date

Commission Order No. 2020-191
Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin } ss.

Tuesday, April 28, 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 28, 2020 addressing the below listed items is hereby approved, to wit:

Liquor Licenses: The Washington Distilling Company – RBD & RBDE
The Washington Distilling Company – OPL

Abstract of Fees: Health Department Fees – March 2020

Auctioneer Licenses:

Other: Treasurer's Report – March 2020
Investment Report – March 2020

_____
Presiding Commissioner

_____
Commissioner of 1st District

_____
Commissioner of 2nd District

04/22/20
8:19 AM

Franklin County Department of Health
Department Sales Summary

Date: 3/1/2020 12:00:00 AM to 3/31/2020 11:59:59 PM

Department	Qty Sold	Ext Price	Ext Cost	Margi
Vital Records	855	8,730.00	0.00	00.00
Environmental Fees	20	2,775.00	0.00	00.00
Medical	126	1,860.00	0.00	00.00
	1,001	**13,365.00**	**0.00**	**00.00**

1 of 2 Find | Next

Document Map

Received-Summary

3/2/2020
3/3/2020
3/4/2020
3/5/2020
3/6/2020
3/9/2020
3/10/2020
3/11/2020
3/12/2020
3/13/2020
3/16/2020
3/17/2020
3/18/2020
3/20/2020
3/23/2020
3/26/2020
3/27/2020
3/30/2020
3/31/2020

Parameters Used
151903 only

Received Summary

March 1, 2020 to March 31, 2020

Received Date	eChecks	Credit Cards	Debit Cards	Total
Monday March 2, 2020	$0.00	$75.00	$0.00	$75.00
Tuesday March 3, 2020	$0.00	$437.00	$0.00	$437.00
Wednesday March 4, 2020	$0.00	$345.00	$0.00	$345.00
Thursday March 5, 2020	$0.00	$146.00	$0.00	$146.00
Friday March 6, 2020	$0.00	$135.00	$0.00	$135.00
Monday March 9, 2020	$0.00	$325.00	$0.00	$325.00
Tuesday March 10, 2020	$0.00	$265.00	$0.00	$265.00
Wednesday March 11, 2020	$0.00	$215.00	$0.00	$215.00
Thursday March 12, 2020	$0.00	$270.00	$0.00	$270.00
Friday March 13, 2020	$0.00	$220.00	$0.00	$220.00
Monday March 16, 2020	$0.00	$140.00	$0.00	$140.00
Tuesday March 17, 2020	$0.00	$108.00	$0.00	$108.00
Wednesday March 18, 2020	$0.00	$110.00	$0.00	$110.00
Friday March 20, 2020	$0.00	$75.00	$0.00	$75.00
Monday March 23, 2020	$0.00	$15.00	$0.00	$15.00
Thursday March 26, 2020	$0.00	$28.00	$0.00	$28.00
Friday March 27, 2020	$0.00	$20.00	$0.00	$20.00
Monday March 30, 2020	$0.00	$15.00	$0.00	$15.00
Tuesday March 31, 2020	$0.00	$15.00	$0.00	$15.00
Grand Total	**$0.00**	**$2,959.00**	**$0.00**	**$2,959.00**

Run Date: 4/22/2020 at 6:22 am

Page 1 of 2

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FILED
TIM BAKER
APR 2 2 2020
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

APPLICATION FOR COUNTY LIQUOR LICENSE

4/15/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Richard J. Anders

Company Farm and Spirit

D/B/A (Business Name) The Washington Distilling Company

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

For a Catering or Picnic License – Date and Place of Event N/A

For a Catering or Picnic License – Address of Event N/A

All other Licenses – List what type of License applying for: All Kinds RBD & RBDE (m-s) ~~City Code~~ Code 1

622 Jefferson St.	Washington	MO	63090
Business Address	City	State	Zip Code
761 Emerald Oaks Ct.	Eureka	MO	63025
Mailing Address (if different than Business Address)	City	State	Zip Code

72.00
162+3
50+3
162+6
106.00

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

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

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

H. BTD 303.00 toll pks 03

I hereby tender the sum of $ 53.00 my-June 300.00 per Code 50.00 + 3.00 for Franklin as payment of the fee required by this license.

Signature of State Applicant / Managing Officer

303-944-1947
Phone Number / Email Address

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

(County Clerk signature)

R ✓ F ✓ A ___ B ___ S ✓ In Office Use ___ #

11/20/19

APPLICATION FOR COUNTY LIQUOR LICENSE

4/15/2020
(Date)

FILED
TIM BAKER
APR 22 2020
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Richard J. Andres

Company Farm and Spirit

D/B/A (Business Name) The Washington Distilling Company

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

For a Catering or Picnic License – Date and Place of Event N/A

For a Catering or Picnic License – Address of Event N/A

All other Licenses – List what type of License applying for: ~~DPL~~ Liquor Wholesale Solicitor all Kinds (Mon-Sat) County Code 3

622 Jefferson st.	Washington	MO	63090
Business Address	City	State	Zip Code
761 Emerald Oaks Ct.	Eureka	MO	63025
Mailing Address (if different than Business Address)	City	State	Zip Code

72.67
16.67+3
50+3
66.67+6
+400.00

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

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

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

RH. BTD 303.00
Retail pks +103

I hereby tender the sum of $ 1947 May-June parade 100.00 = 16.67 + 3.00 Franklin as payment of the fee required by this license.

Signature of State Applicant / Managing Officer

303-944-1947
Phone Number / Email Address

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

(County Clerk signature)

R ✓ F ✓ A ___ B ___ S ✓ In Office Use # 10
11/20

INVESTMENT REPORT

PREPARED BY: DEBBIE AHOLT, FRANKLIN COUNTY TREASURER

March-20

CHECKING ACCOUNTS	FUNDS	BALANCE ON INTEREST (PRIOR MONTH)	BALANCE ON INTEREST (CURRENT MONTH)	CD BALANCE	PRIOR MONTH INTEREST	INTEREST EARNED (CURRENT MONTH)	CD INTEREST (CURRENT MONTH)	YTD INTEREST
OPERATING		43,447.66	324,309.32	0.00	1,078.99	738.43	0.00	1,817.42
680 fund quarterly interest		0.00	0.00	0.00	0.57	0.00	0.00	0.57
GENERAL REVENUE		22,757,434.13	20,933,542.30	0.00	51,978.46	16,758.09	0.00	68,736.55
PAYROLL		20,181.37	80.25	0.00	268.17	80.25	0.00	348.42
SHERIFF REVOLVING		239,947.46	248,584.15	0.00	526.67	181.69	0.00	708.36
EQUITABLE SHARING		140,329.22	142,154.37	0.00	325.92	105.13	0.00	431.05
PUBLIC CHARGES		11.01	3.83	0.00	16.49	3.83	0.00	20.32
BKNY 2018 PROJECT		0.00	0.00	0.00	1,651.11	0.00	0.00	1,651.11
BKNY 2020 COI		0.00	0.00	0.00	4.58	0.00	0.00	4.58
BKNY 2020A PROJECT		17,218,964.19	14,837,192.56	0.00	49,310.95	21,731.34	0.00	71,042.29
BKNY 2020B LEASE		1,636.94	1,638.69	0.00	3.74	1.75	0.00	5.49
TREASURER'S FUND		312,566.17	345,260.40	0.00	1,357.46	261.61	0.00	1,619.07
CERF		46.74	17.79	0.00	101.45	17.79	0.00	119.24
PA ADMIN		12,366.78	12,186.32	0.00	26.99	9.27	0.00	36.26
TOTALS		40,746,931.67	36,844,969.98	0.00	106,651.55	39,889.18	0.00	146,540.73
	GENERAL REVENUE	4,876,796.30	4,664,692.23	0.00	10,572.61	3,942.27	0.00	14,514.88
	100 fund BKNY INTEREST	0.00	0.00	0.00	0.71	0.33	0.00	1.04
	GEN FUND REST SR08	19,011.75	19,011.75	0.00	0.00	0.00	0.00	0.00
	EMERGENCY FUND	2,993,337.05	2,995,691.85	0.00	6,843.46	2,354.80	0.00	9,198.26
	ROAD & BRIDGE	5,820,626.18	4,448,633.71	0.00	12,847.04	4,308.56	0.00	17,155.60
	ROAD & BRIDGE/REST	3,454.54	3,455.54	0.00	2.13	1.00	0.00	3.13
	ASSESSMENT FUND	451,409.95	402,253.23	0.00	1,072.30	337.04	0.00	1,409.34
	UNEMP TAX EQUAL	161,102.10	161,228.84	0.00	368.32	126.74	0.00	495.06
	CAPITAL IMPROVE.	419,116.58	419,446.29	0.00	958.19	329.71	0.00	1,287.90
	CAP IMPROV. SR08 CASH	131.04	131.04	0.00	0.00	0.00	0.00	0.00
	BUILDING FUND	1,932,101.59	1,490,148.59	0.00	4,417.23	1,345.58	0.00	5,762.81
	BLDG FUND/RESTRICT	1,503.78	1,504.20	0.00	0.90	0.42	0.00	1.32
	HAVA SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	ELECTION EQUIP.	189,780.07	189,994.69	0.00	400.45	149.32	0.00	549.77
	LAW ENF TRAIN	56,514.39	57,631.44	0.00	128.16	45.05	0.00	173.21
	FAMILY ACCESS	2,387.85	4,769.58	0.00	23.83	3.14	0.00	26.97
	TREATMENT COURT	68,370.07	70,468.57	0.00	149.61	54.31	0.00	203.92
	LAW ENF RESTITUTION	14,193.45	14,638.29	0.00	31.08	11.34	0.00	42.42
	EQITABLE SHARING	140,329.22	142,154.37	0.00	325.92	105.13	0.00	431.05
	LAW ENF TAX TRUST	1,670,590.71	1,413,960.55	0.00	4,918.50	947.10	0.00	5,865.60
	PROP P 621	264,982.86	275,493.44	0.00	399.53	127.00	0.00	526.53
	PROP P 622	19,356,872.76	17,166,587.85	0.00	5,010.22	1,745.38	0.00	6,755.60
	622 fund BKNY INTEREST	0.00	0.00	0.00	50,966.64	21,731.34	0.00	72,697.98
	INMATE SECURITY	369,155.94	365,523.76	0.00	837.75	288.39	0.00	1,126.14
	COLL TAX MAINT	287,382.78	321,307.02	0.00	603.83	239.26	0.00	843.09
	SHERIFF REVOLVING	239,947.46	248,584.15	0.00	526.67	181.69	0.00	708.36
	SHERIFF CIVIL FEES	148,472.26	156,581.39	0.00	326.17	119.94	0.00	446.11
	COUNTY 911	507,360.52	446,293.57	0.00	1,207.83	350.80	0.00	1,558.63
	P A TRAINING	15,653.90	16,573.40	0.00	34.27	12.90	0.00	47.17
	ELECTION SERV	106,191.71	106,275.90	0.00	247.45	84.19	0.00	331.64
	DOMESTIC VIOLENCE	11,662.99	11,812.22	0.00	26.30	9.23	0.00	35.53
	HEALTH DEPT.	362,490.93	321,424.73	0.00	922.00	272.50	0.00	1,194.50
	RECORD PRESERV.	283,816.40	288,346.75	0.00	647.97	224.26	0.00	872.23
	BAD CHECK FUND	28,443.09	29,185.75	0.00	63.64	22.66	0.00	86.30
	680 fund PA QTRLY INTEREST	0.00	0.00	0.00	0.57	0.00	0.00	0.57
	MUNICIPAL COURT	162,325.14	170,965.78	0.00	284.37	129.13	0.00	413.50
*	CLEARING FUND	(543,820.36)	62,735.00	0.00	0.00	0.00	0.00	0.00
*	PAYROLL CLEARING	256.98	0.00	0.00	0.00	0.00	0.00	0.00
*	ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00			
	School Interest	238,224.42	273,172.56	0.00	1,200.56	205.03	0.00	1,405.59
	Forfeiture	9,820.76	9,828.47	0.00	18.04	7.71	0.00	25.75
	Overplus Land (interest to sch	62,259.37	62,259.37	0.00	138.86	48.87	0.00	187.73
	Cerf	46.74	17.79	0.00	101.45	17.79	0.00	119.24
	Pa Admin	12,366.78	12,186.32	0.00	26.99	9.27	0.00	36.26
GRAND TOTALS		40,746,670.05	36,844,969.98	0.00	106,651.55	39,889.18	0.00	146,540.73

*Note: Non-interest bearing accounts

DEBBIE AHOLT

TREASURER'S REPORT

MARCH 2020

777000 FUNDS	PREV. BALANCE	RECEIPTS	DISBURSE	CHECK BALANCE	C/D AMOUNT	TOTAL FUND
GENERAL REVENUE	4,876,796.30	898,851.48	1,110,955.55	4,664,692.23	0.00	4,664,692.23
GEN FUND REST SR08 C	19,011.75	0.00	0.00	19,011.75	0.00	19,011.75
EMERGENCY FUND	2,993,337.05	2,354.80	0.00	2,995,691.85	0.00	2,995,691.85
ROAD & BRIDGE	5,820,626.18	970,441.46	2,342,433.93	4,448,633.71	0.00	4,448,633.71
ROAD & BRIDGE/REST	3,454.54	1.00	0.00	3,455.54	0.00	3,455.54
ASSESSMENT FUND	451,409.95	23,601.82	72,758.54	402,253.23	0.00	402,253.23
UNEMP TAX EQUAL	161,102.10	126.74	0.00	161,228.84	0.00	161,228.84
CAPITAL IMPROVE.	419,116.58	329.71	0.00	419,446.29	0.00	419,446.29
CAP IMPROV. SR08 CASH	131.04	0.00	0.00	131.04	0.00	131.04
BUILDING FUND	1,932,101.59	1,345.58	443,298.58	1,490,148.59	0.00	1,490,148.59
BLDG FUND/RESTRICT	1,503.78	0.42	0.00	1,504.20	0.00	1,504.20
HAVA SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
ELECTION EQUIP.	189,780.07	214.62	0.00	189,994.69	0.00	189,994.69
LAW ENF TRAIN	56,514.39	1,117.05	0.00	57,631.44	0.00	57,631.44
FAMILY ACCESS	2,387.85	2,433.14	51.41	4,769.58	0.00	4,769.58
TREATMENT COURT	68,370.07	3,648.50	1,550.00	70,468.57	0.00	70,468.57
LAW ENF RESTITUTION	14,193.45	444.84	0.00	14,638.29	0.00	14,638.29
EQUITABLE SHARING	140,329.22	4,910.20	3,085.05	142,154.37	0.00	142,154.37
LAW ENF TAX TRUST	1,670,590.71	750,958.17	1,007,588.33	1,413,960.55	0.00	1,413,960.55
PROP P COMPENSAT	264,982.86	275,493.44	264,982.86	275,493.44	0.00	275,493.44
PROP P JAIL/EMA	19,356,872.76	298,843.16	2,489,128.07	17,166,587.85	0.00	17,166,587.85
INMATE SECURITY	369,155.94	1,526.24	5,158.42	365,523.76	0.00	365,523.76
COLL TAX MAINT	287,382.78	34,366.10	441.86	321,307.02	0.00	321,307.02
SHERIFF REVOLVING	239,947.46	8,636.69	0.00	248,584.15	0.00	248,584.15
SHERIFF CIVIL FEES	148,472.26	8,109.13	0.00	156,581.39	0.00	156,581.39
COUNTY 911	507,360.52	58,616.17	119,683.12	446,293.57	0.00	446,293.57
P A TRAINING	15,653.90	919.50	0.00	16,573.40	0.00	16,573.40
ELECTION SERV	106,191.71	84.19	0.00	106,275.90	0.00	106,275.90
DOMESTIC VIOLENCE	11,662.99	149.23	0.00	11,812.22	0.00	11,812.22
HEALTH DEPT.	362,490.93	33,347.73	74,413.93	321,424.73	0.00	321,424.73
RECORD PRESERV.	283,816.40	5,062.19	531.84	288,346.75	0.00	288,346.75
BAD CHECK FUND	28,443.09	742.66	0.00	29,185.75	0.00	29,185.75
MUNICIPAL COURT	162,325.14	34,209.63	25,568.99	170,965.78	0.00	170,965.78
CLEARING FUND	(543,820.36)	543,820.36	(62,735.00)	62,735.00	0.00	62,735.00
PAYROLL CLEARING	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	256.98	0.00	256.98	(0.00)	0.00	(0.00)
TOTALS	40,421,951.98	3,964,705.95	7,899,152.46	36,487,505.47	0.00	36,487,505.47

777000 FUNDS CHECKIN	PREV. BALANCE	DEPOSIT	DISBURSE	TRANSFER	ADJ	BOOK BALANCE	OUTSTANDIN	O/S CKS NOT IN LOGICS O/S TOTAL	ADJ	BANK BALANCE	
FSCB-OPERATING ACCT	43,447.66	751,094.82	5,103,793.45	4,742,409.71	(108,849.42)	324,309.32	67,484.21	0.00	108,834.42	500,627.95	$15 BAD CHECK AND $108,849.42 ROAD FUNDS ACH'D IN APRIL- BUT JE'S PUT IN MARCH
FSCB-GENERAL REVENU	22,757,434.13	2,871,108.17	4,695,000.00			20,933,542.30	0.00	0.00		20,933,542.30	
FSCB-PAYROLL	20,181.37	1,869,488.43	1,889,589.55		0.00	80.25	0.00	0.00	0.00	80.25	
FSCB-SHERIFF REVOLVI	239,947.46	8,636.69	0.00		0.00	248,584.15	0.00	0.00	0.00	248,584.15	
EQUITABLE SHARING	140,329.22	4,910.20	3,085.05			142,154.37	0.00	0.00		142,154.37	
FSCB-PUBLIC CHARGES	11.01	17,278.30	17,285.48		0.00	3.83	0.00	0.00	0.00	3.83	
FSCB-CDBG ACCT	0.00	0.00	0.00			0.00	0.00	0.00		0.00	
BKNY 2018 PROJECT	0.00	0.00	0.00			0.00	0.00	0.00		0.00	
BKNY 2019A LEASE	0.00	0.00	0.00			0.00	0.00	0.00		0.00	
BKNY 2019 COI	0.00	0.00	0.00			0.00	0.00	0.00		0.00	
BKNY 2019A PROJECT	17,218,964.19	21,731.34	2,403,502.97			14,837,192.56	0.00	0.00		14,837,192.56	
BKNY 2019B LEASE	1,636.94	1,847,079.19	0.00		(1,847,077.44)	1,638.69	0.00	0.00	1,847,077.44	1,848,716.13	4-1-20 PAYMENT
TOTALS	40,421,951.98	7,391,327.14	14,112,256.50	4,742,409.71	(1,955,926.86)	36,487,505.47	67,484.21	0.00	1,955,911.86	38,510,901.54	

DEBBIE AHOLT

TREASURER'S REPORT

MARCH 2020

775000 FUNDS CHECKIN	PREV. BALANCE	DEPOSITS	DISBURSE	ADJ	BALANCE	OUTSTANDING	ADJ	BANK BAL
FSCB-TREASURERS FUN	312,566.17	805,845.83	773,151.60	0.00	345,260.40	0.00	0.00	345,260.40
FSCB-CERF	46.74	127,224.36	127,253.31		17.79	0.00		17.79
FSCB-PA ADMIN	12,366.78	9.27	189.73		12,186.32	56.65		12,242.97
FSCB-MUNICIPAL COUR	20,310.57	32,423.02	48,212.92	0.00	4,520.67	1,967.00	0.00	6,487.67
TOTALS	345,290.26	965,502.48	948,807.56	0.00	361,985.18	2,023.65	0.00	364,008.83

ENTERPRISE ACCTS	PREV. BAL	DEPOSITS	DISBURSE		BALANCE	OUTSTANDING		BANK BAL
BRUSH CREEK-OPERATI	147,871.98	33,603.03	44,019.78		137,455.23	0.00		137,455.23
BRUSH CREEK-RESTRIC	260,653.70	179.32	0.00		260,833.02	0.00		260,833.02
BRUSH CREEK-ASSET	0.00	0.00	0.00		0.00	0.00		0.00
BRUSH CREEK TOTAL	408,525.68	33,782.35	44,019.78	0.00	398,288.25	0.00		398,288.25

FUND CDS	PREV. BALANCE	PURCHASED	CASHED	BALANCE
GENERAL REVENUE	0.00	0.00	0.00	0.00
EMERGENCY FUND	0.00	0.00	0.00	0.00
ROAD & BRIDGE	0.00	0.00	0.00	0.00
ASSESSMENT	0.00	0.00	0.00	0.00
UNEMP TAX	0.00	0.00	0.00	0.00
CAP IMP	0.00	0.00	0.00	0.00
BUILDING FUND	0.00	0.00	0.00	0.00
COMM & EC DEV	0.00	0.00	0.00	0.00
HAVA	0.00	0.00	0.00	0.00
LETF	0.00	0.00	0.00	0.00
FAMILY	0.00	0.00	0.00	0.00
LESTF	0.00	0.00	0.00	0.00
COLL TAX MAINT	0.00	0.00	0.00	0.00
SHERIFF REVOLVING FU	0.00	0.00	0.00	0.00
COUNTY 911	0.00	0.00	0.00	0.00
ELECTION SERV	0.00	0.00	0.00	0.00
HEALTH DEPT	0.00	0.00	0.00	0.00
RCDS PRESER	0.00	0.00	0.00	0.00
BAD CHECK	0.00	0.00	0.00	0.00
MUNCT	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	0.00

SCHOOL INT	273,172.56
FORFEITURE	9,828.47
OVERPLUS	62,259.37
SHERIFF	0.00
MOPS	0.00
	345,260.40

CDS	AMOUNTS
MISC FUNDS	0.00
BLDG FUND	0.00
SCHOOL INT	0.00
LIBRARY	0.00
GENERAL	0.00
EMERGENCY	0.00
CD TOTAL	0.00

TREASURER'S CDS	PREV. BALANCE	PURCHASED	CASHED	BALANCE
LIBRARY	0.00	0.00	0.00	0.00
SCHOOL INT	0.00	0.00	0.00	0.00
OVERPLUS	0.00	0.00	0.00	0.00
TOTAL TREAS	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	0.00