



County Commission

400 East Locust Street, Room 201

Union, MO 63084

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

Regular Meeting Agenda

Tuesday, September 29, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Minutes Approval

1. Tuesday, September 22, 2020
2. Thursday, September 24, 2020

III. Public Request for Discussion/Action

IV. Action Items

- a. Commission Order 2020-425** In the Matter of Approving Execution of a Memorandum of Agreement Between Franklin County and the Missouri Department of Health and Senior Services
- b. Commission Order 2020-426** In the Matter of Adopting the Franklin County Fraud, Theft, Stealing and Asset Management Policy
- c. Commission Order 2020-427** In the Matter of Approving and Authorizing Execution of a Lease Payoff Letter with GFI Digital, Inc.
- d. Commission Order 2020-428** In the Matter of Approving Execution of a Program Services Contract Between Franklin County and The Missouri Department of Health and Senior Services
- e. Commission Order 2020-429** In the Matter of Refunding Over-Plus on Land Sale Back Taxes
- f. Commission Order 2020-430** In the Matter of Approving the Abatement of Real Property Taxes on Certain County Owned Real Property
- g. Commission Order 2020-431** In the Matter of Approving and Authorizing the Renaming of a Road in the County of Franklin, Missouri
- h. Commission Order 2020-432** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such
- i. Commission Order 2020-433** In the Matter of Apportionment of County School Interest of Fines & Forfeitures for the Year Ending September 30, 2020
- j. Commission Order 2020-434** In the Matter of Authorizing and Approving an Agreement with Fastcase for the Sheriff's Office
- k. Commission Order 2020-435** In the Matter of Approving and Authorizing Execution of an Agreement with MarXam, LLC and FP Mailing Solutions

- I. Commission Order 2020-436** In the Matter of Repealing Commission Order No. 2020-135
- m. Commission Order 2020-437** In the Matter of Repealing Commission Order No. 2020-321
- n. Commission Order 2020-438** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property
- o. Commission Order 2020-439** In the Matter of Approving and Authorizing Execution of an Agreement with SERVPRO of Franklin County
- p. Commission Order 2020-440** In the Matter of Approving and Authorizing Execution of an Agreement with Mr. Rooter Plumbing
- q. Commission Order 2020-441** In the Matter of Approving the Consent Agenda and All the Items Listed Thereon

V. Discussion Items and Reports

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

VI. Adjournment



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
EXECUTION OF A MEMORANDUM
OF AGREEMENT BETWEEN FRANKLIN
COUNTY AND THE MISSOURI DEPARTMENT
OF HEALTH AND SENIOR SERVICES**

WHEREAS, the Missouri Department of Health and Senior Services, an agency of the State of Missouri, desires to enter into a Memorandum of Agreement with the Franklin County Health Department, an agency of Franklin County, allowing the Franklin County Health Department to have secure access to the Missouri State Public Health Laboratory (SPHL) OpenELIS Web Portal/IConnect Lab Web Portal with regard to submitting, tracking, and viewing results on all COVID-19 lab tests; and

WHEREAS, Franklin County agrees to comply with all rules and regulations of the SPHL and to perform all other obligations required by the Memorandum of Agreement, a copy of which is attached hereto and incorporated by reference herein; and

WHEREAS, Section 432.070 RSMo, authorizes agents duly appointed by the governing body in writing to execute contracts and agreements on behalf of the governing body; and

WHEREAS, the County Commission hereby finds and determines that it is in the best interest of Franklin County to approve the Memorandum of Agreement and to authorize the execution thereof.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed Memorandum of Agreement is hereby approved and that Angie Hittson is hereby authorized to execute said Memorandum of Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that Angie Hittson shall provide an executed copy of said Memorandum of Agreement and a copy of this Order to the State of Missouri Department of Health and Senior Services; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

Good morning,

We are moving to a new web portal for submitting, tracking, and viewing results on all COVID-19 lab tests. The new web portal is called "Lab Web Portal" by IConnect Consulting and the Association of Public Health Laboratories (APHL). Advantages of this new web portal is that submitters can submit lab test orders online, generate a printable TRF to send in with the specimen, track the progress of order (incomplete, in transit, pending, complete), and view and share result reports. Additionally, with the new Lab Web Portal, submitters can enter multiple test orders using batch upload of a csv (template will be available for download from the Lab Web Portal).

Once the Lab Web Portal is available for users, we will send each facility directions on how to gain access along with a user guide. Again, this is strictly for COVID-19 related lab tests. We will be moving all clinical testing to the Lab Web Portal in the future and will notify you ahead of time before the transition. Submitters will still be able to view results via the OpenELIS Web Portal until we make the full transition with all of our clinical lab testing.

If you would like to start the process of gaining access, we will have to get a new Memorandum of Agreement (MOA) signed by your organization with updated Attachment As for each user authorized access to OpenELIS Web Portal and IConnect Lab Web Portal. If you would like to gain access to the new LWP, please let us know and we will send the new forms to you. Once they are complete, please send them to OpenElisWebPortal@health.mo.gov.

Thank you for partnering with us in this fight against COVID-19. If you have any questions, please let us know.

Respectfully,



Shanna West | Informatics Unit Manager

Missouri State Public Health Lab
101 N. Chestnut St., PO Box 570
Jefferson City, MO 65102-0570
573-751-1332
<https://health.mo.gov/lab/>

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

Memorandum of Agreement

between

The Missouri Department of Health and Senior Services

and

Franklin County Department of Health

The Missouri Department of Health and Senior Services (DHSS), and Franklin County Department of Health (Facility), enter into this Memorandum of Agreement (Agreement) allowing Facility to have secure access to the Missouri State Public Health Laboratory (SPHL) OpenELIS Web Portal and/or IConnect Lab Web Portal hereafter referred to as OpenELIS Web Portal/IConnect Lab Web Portal.

1. DHSS agrees to:

- a. Authorize access to the OpenELIS Web Portal/IConnect Lab Web Portal to those members of Facility's staff who have completed the Automated Security Access Processing (ASAP) process to obtain access to the OpenELIS Web Portal/IConnect Lab Web Portal or the Access Request Access Form, which is included as Attachment A to this Agreement and is incorporated as if fully set forth herein; and
- b. Provide Facility with access to the OpenELIS Web Portal/IConnect Lab Web Portal data to the extent permitted by this Agreement and by applicable State and federal laws regarding the confidentiality of data available through the OpenELIS Web Portal/IConnect Lab Web Portal.

2. Facility agrees to:

- a. Require each staff member who needs OpenELIS Web Portal/IConnect Lab Web Portal access to complete the ASAP process or submit completed Access Forms to DHSS;
- b. Allow only those staff members who have been granted access by DHSS to access OpenELIS Web Portal/IConnect Lab Web Portal data only for the limited purposes set forth in this Agreement;
- c. Not allow its staff members to conduct unrestricted browsing through OpenELIS Web Portal/IConnect Lab Web Portal records;
- d. Notify the DHSS/SPHL Contact Person in writing:
 - i. At least three (3) business days prior to an employee's resignation, retirement, or reassignment;
 - ii. Immediately if Facility terminates a staff member's employment;
 - iii. Immediately upon discovering any security breach of OpenELIS Web Portal/IConnect Lab Web Portal data breach and/or upon discovering an actual or suspected unauthorized disclosure of any OpenELIS Web Portal/IConnect Lab Web Portal information; and
 - iv. Immediately upon becoming aware of any security incident; for purposes of

this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, modification, or destruction of information or interference with systems operations in the OpenELIS/IConnect system;

- e. Maintain confidentiality of OpenELIS Web Portal/IConnect Lab Web Portal data as required by this Agreement and applicable State and federal law, including, but not limited to:
 - i. § 192.067, RSMo (Communicable, Environmental, and Occupational Diseases);
 - ii. § 191.656, RSMo (HIV test results);
 - iii. § 701.328, RSMo (blood lead level data); and
 - iv. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- f. Safeguard the secure data connection and the security, privacy and confidentiality of OpenELIS Web Portal/IConnect Lab Web Portal data through administrative, physical, and/or technical methods, including, but not limited to:
 - i. Preventing unauthorized access to any OpenELIS Web Portal/IConnect Lab Web Portal data;
 - ii. Training Facility's staff as to the confidentiality of OpenELIS Web Portal/IConnect Lab Web Portal data and Facility's methods of safeguarding that data, prior to allowing staff members to access the OpenELIS Web Portal/IConnect Lab Web Portal;
 - iii. Requiring all staff members who have access to the OpenELIS Web Portal/IConnect Lab Web Portal to maintain the confidentiality of OpenELIS Web Portal/IConnect Lab Web Portal data;
 - iv. Controlling access through passwords or other security measures to computer terminal(s) with access to OpenELIS Web Portal/IConnect Lab Web Portal data and to data storage and production areas that contain OpenELIS Web Portal/IConnect Lab Web Portal data; and
 - v. Implementing other security measures determined to be necessary by DHSS to safeguard OpenELIS Web Portal/IConnect Lab Web Portal data;
- g. Provide documentation, upon request, to the DHSS Contact Person demonstrating all of the safeguards Facility put into place to protect OpenELIS Web Portal/IConnect Lab Web Portal data;
- h. Bear all costs and expenses necessary for Facility's staff to access the OpenELIS Web Portal/IConnect Lab Web Portal, including computer hardware, software, telecommunications, services, personnel, networks, audits, licenses, transportation, insurance, bonds, administration; or installation; and

- i. Review the list of its staff who have access to the OpenELIS Web Portal/IConnect Lab Web Portal at least once a year and as part of the Agreement renewal process, to ensure that only staff members who still need OpenELIS Web Portal/IConnect Lab Web Portal access have access and that the access for all staff members who no longer need access has been revoked.

3. Contact Persons:

The parties designate the following individuals as the contacts for this Agreement. Both parties will update the contacts as necessary.

For DHSS/SPHL:

Shanna West
 State Public Health Laboratory
 Department of Health and Senior Services
 101 N. Chestnut Street, PO Box 570
 Jefferson City, MO 65102-0570
 Email: Shanna.West@health.mo.gov
 Phone: (573) 751-3334
 Fax: (573) 526-2565

For Facility:

 _____, _____
 Email: _____
 Phone: (____) _____
 Fax: (____) _____

DHSS Help Desk (for resetting passwords): 573-751-6388

4. Terms of Agreement:

- a. The parties shall make changes to this Agreement only by executing a written amendment signed and approved by the parties.
- b. This agreement shall be effective from the date of the last signature and shall remain in effect for 12 months. The Parties may renew this Agreement for four (4) additional one (1) year terms.
- c. Either party may terminate this Agreement by providing 60 days' prior written notice to the other party. DHSS may terminate the Agreement immediately if Facility or any of Facility's staff members with access to the OpenELIS Web Portal/IConnect Lab Web Portal breach this Agreement.
- d. In no event shall DHSS be liable for any damages, including but not limited to actual, direct, incidental, or consequential damages, arising out of or in any way connected with the Facility's access or use of the OpenELIS Web Portal/IConnect Lab Web Portal System under this Agreement or otherwise. Nothing in this Agreement shall be construed as a waiver, express or implied, of the sovereign immunity of DHSS.
- e. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri. The venue for any action concerning this Agreement shall be in the Circuit Court of Cole County, Missouri.
- f. This Agreement supersedes all other agreements and representations, written or oral, on the subject matter hereof, including previous agreements or understandings relating to the subject matter hereof.

WHEREFORE, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on the date(s) set forth below.

Division Director or Designee
Division of Administration
Missouri Department of Health & Senior Services

Date

Date

Attachment A (one must be submitted for each user):

Click to submit form or email to OpenElisWebPortal@health.mo.gov

ATTACHMENT A

OpenELIS Web Portal/ICconnect Lab Web Portal Access Request

Submit Form

Click to submit form or email to: OpenElisWebPortal@health.mo.gov

Please complete this form to request addition or removal of an individual's access to DHSS/SPHL's OpenELIS Web Portal/ICconnect Lab Web Portal. DHSS/SPHL will only consider request forms in which all of the fields have been completed and which contain both the user's and the supervisor's signature. If the organization has multiple locations you will need to access results, please include additional facility addresses on form. If there is more than three locations please complete an additional Attachment A.

Please Print All Responses on this Form Except for the Signature Lines

Add Access to: OpenELIS Web Portal IConnect Lab Web Portal

Remove Access to: OpenELIS Web Portal IConnect Lab Web Portal

Organization Name	
Last Name	
First Name	
Office Name/Unit	
Organization Mailing Address	
Organization 2 nd Location Mailing Address (If applicable)	
Organization 3 rd Location Mailing Address (If applicable)	
Office Telephone Number	
Office Fax Number	
Email Address	
Access Date	
Termination Date	
Supervisor's Name (Please Print)	
Supervisor's Phone Number:	

By signing this Access Request Form, I certify that I am eligible to be authorized as an approved user of selected system(s). I also understand that Missouri law and the underlying agreement between my organization and DHSS/SPHL limit my use of selected system(s) data only in the performance of my assigned duties. I will not make any inquires that are not required in the performance of my official duties. I further understand that state and federal law requires confidentiality of the selected system(s) information and provide penalties for unauthorized access, use and/or disclosure of information. I agree to keep confidential all information made available to me in the performance of my official duties. In addition, I agree not to divulge or share my passwords with anyone.

User Signature and Date

Supervisor Signature and Date



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF ADOPTING THE
FRANKLIN COUNTY FRAUD, THEFT,
STEALING AND ASSET MANAGEMENT POLICY**

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to have a policy for Fraud, Theft, Stealing and Asset Management.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Franklin County Fraud, Theft, Stealing and Asset Management Policy, attached hereto and incorporated by reference herein, is hereby adopted and becomes effective as of September 29, 2020.

IT IS FURTHER ORDERED Elizabeth Hellmann, Administrative Assistant to the Franklin County Commission, provide a copy of this order and the policy to Mark Piontek, Franklin County Counselor; Angela Gibson, Auditor; and Debbie Aholt, Treasurer.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

FRAUD, THEFT, STEALING and ASSET MANAGEMENT POLICY

Franklin County Missouri

A. Definitions.

FRAUD or FRAUDULENT is defined as an intentional deception designed to obtain a benefit or advantage or to cause denial of some benefit that is lawfully due. Examples of fraud, theft and mismanagement include (not inclusive):

1. Forgery or alteration of a check, bank draft, or any other financial document;
2. Theft of a check or other diversion of a payment made to the County;
3. Improper or dishonest handling of funds, supplies, or other assets;
4. Improper handling or reporting of financial transactions;
5. Profiteering as a result of insider knowledge of County operations; and
6. Selling or using confidential County information in the conduct of an outside business activity.

THEFT (STEALING)

Is defined as the act of taking something from someone unlawfully. An example of theft or stealing is taking equipment, parts or supplies belonging to the County and keeping, using or selling the items for personal use. The unauthorized removal of any County property without permission or authority shall be deemed to be considered a theft and stealing from the County. Any item that is placed in trash or recycling bins, or which are to be disposed of in some manner, are still considered property of the County and shall not be removed by an official, employee and/or volunteer without permission.

B. Policy.

1. It is the intent of this policy to promote awareness of the potential for fraud, waste and abuse throughout the County, and to provide guidelines and assign responsibility for the development of adequate internal controls and systems. It shall be the policy of Franklin County, Missouri, to protect and safeguard the money and assets placed in its trust by the public to the best of its ability. This responsibility extends to each and every official, employee and/or volunteer of Franklin County, Missouri. The County has a zero tolerance for fraud, theft, stealing, excessive waste, gross mismanagement of County assets and the unauthorized removal of County property from any premises or vehicle owned, leased or in any fashion used by the County whatsoever. Any individual that is found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action by the County, including immediate dismissal and prosecution by appropriate law enforcement authorities. Any employee who is found to have knowledge of the same and who failed to report the activity or activities as defined herein shall also be subject to the same discipline as described herein.

2. Fraud and theft include forgery, misappropriation of funds, gross mismanagement of County assets, destroying, removing, or using for personal gain records, furniture, fixtures or equipment,

and accepting anything of value from a vendor or a contractor who provides services or materials to the County and any unauthorized removal of County property whatsoever.

C. Procedures.

1. Each employee and/or volunteer is required to report any known or suspected fraud, mismanagement or theft to the employee's and/or volunteer's supervisor or to the County Auditor. If reported to a supervisor, it shall be the duty of the supervisor to then report to the County Auditor. Failure by a supervisor to report the incident to the County Auditor may result in disciplinary action up to and including termination.

2. Any employee reporting any known or suspected fraud, mismanagement or theft will be covered by RSMo 105.055. However, failure by any employee to report any known or suspected fraud, mismanagement or theft may result in disciplinary action up to and including termination.

D. Confidentiality.

The Franklin County Auditor's office treats all information received confidentially, to the extent allowed by law. Any employee, citizen, contractor, vendor, or other interested party who has observed or suspects dishonest or fraudulent activity should notify the County Auditor, Presiding County Commissioner, or County Counselor immediately. Persons observing or suspecting dishonest or fraudulent activity should not attempt to personally conduct an investigation related to such activity.

Franklin County Fraud Reporting

**Franklin County Auditor's
Office** - 636-584-6251

Email reporting - auditor@franklinmo.net

Mail & drop off - 400 East Locust Street, Room 203
Union, MO 63084

Information needed.

1. Describe what has happened.
2. Which county department and people are involved.
3. Identify any evidence that is available, and credible witnesses.
4. Please provide any dates, times, names, and places.

**FRAUD, THEFT, STEALING and ASSET
MANAGEMENT POLICY**

Duly adopted and effective on _____, 20____ by the Franklin County
Commission.

Presiding Commissioner

First District Commissioner

Second District Commissioner



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A LEASE
PAYOFF LETTER WITH GFI DIGITAL, INC.**

WHEREAS, prior hereto on September 1, 2020 the Franklin County Commission executed Commission Order 2020-394, in the matter of approving and authorizing execution of a Value Lease Agreement for a copier with GFI Digital, Inc.; and

WHEREAS, it is necessary to return the copier previously leased by the Franklin County Recorder of Deeds through Marco Technologies; and

WHEREAS, GFI Digital, Inc. has agreed to pay off the lease of the copier and store the copier until the lease expiration date or until the Return Authorization is received at no cost to the County.

IT IS THEREFORE ORDERED that the Lease Payoff Letter with GFI Digital, Inc. is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of the executed Agreement and a copy of this Order be provided to GFI Digital, Inc.; Jennifer Metcalf, Recorder of Deeds; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



**Lease Equipment Hold for Return
LEASE PAYOFF LETTER**

GFI DIGITAL INC. agrees to pay off the lease of Model Canon IR – C5240A Serial # RRD07364
currently being leased by Franklin County Recorder of Deeds through
Company Name
Marco Technologies with a lease expiration date of _____
Leasing Company Name

Please include a copy of the original lease agreement with this pay off letter to GFI DIGITAL INC.

The buyout amount will not exceed \$0 . (Customer is responsible for any personal property taxes during the hold period).

GFI DIGITAL INC will forward a check to Franklin County Recorder of Deeds .

The customer is responsible for all End of Term obligations beyond the payoff listed above.

GFI DIGITAL INC will store equipment until the lease expiration date or until the Return Authorization is received.

All fees associated with shipping the equipment to Marco Technologies
Leasing Company Name
at end of lease term are the responsibility of the GFI Sales Representative.

The customer is responsible for all end of term obligations beyond the payoff listed above. This includes sending the leasing company a cancellation letter within the terms of the original lease agreement (best to be sent certified mail) and sending GFI DIGITAL INC, the Return Authorization paperwork 30 days prior to return due date. If return authorization is not returned to GFI DIGITAL INC within 30 days after lease expiration date the equipment will be returned to the customer location and it will be the sole responsibility of the customer to return the equipment to the leasing company.

AUTHORIZED CUSTOMER SIGNATURE

GFI DIGITAL SALES REPRESENTATIVE SIGNATURE

TITLE

TITLE

DATE

DATE

COMPANY NAME

GFI Digital, Inc.

COMPANY NAME

9/2/2020

Marco Technologies, LLC
contractservices@marconet.com

To Whom It May Concern,

This letter is to notify you of our intent to return our leased equipment to Marco Technologies, LLC at the end of term. This letter is within the guidelines of notification on your lease. Please email over the final invoice along with shipping instructions to Franklin County Recorder of Deeds Attn: Lisa Smart lsmart@franklinmo.net

Model: Canon IR – C5240A
Serial Number: RRD07364
Lease Number: CN143943-04

Thank you in advance for your prompt attention to this matter.

Sincerely,

Jennifer L. Metcalf
Franklin County Recorder of Deeds
400 E Locust RM 102
Union, MO 63084
(636)584-6235



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING EXECUTION
OF A PROGRAM SERVICES CONTRACT
BETWEEN FRANKLIN COUNTY AND
THE MISSOURI DEPARTMENT OF
HEALTH AND SENIOR SERVICES**

WHEREAS, the Missouri Department of Health and Senior Services, an agency of the State of Missouri, desires to enter into a Program Services Contract with the Franklin County Health Department, an agency of Franklin County, in the matter of increasing adult influenza vaccination rates; and

WHEREAS, the purpose of the Increasing Adult Influenza Vaccination Rates Project is to provide reimbursement of administrative fees associated with immunizing through mass vaccination clinics and time spent conducting outreach provided by the Franklin County Health Department; and

WHEREAS, the contract amount shall not exceed \$17,500.00 for the period of September 1, 2020 through February 28, 2021 as shown in the Program Services Contract attached hereto and incorporated by reference herein; and

WHEREAS, Section 432.070 RSMo, authorizes agents duly appointed by the governing body in writing to execute contracts and agreements on behalf of the governing body; and

WHEREAS, the County Commission hereby finds and determines that it is in the best interest of Franklin County to approve the Program Services Contract and to authorize the execution thereof.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed Program Services Contract is hereby approved and that Angie Hittson is hereby authorized to execute said Program Services Contract on behalf of Franklin County.

IT IS FURTHER ORDERED that Angie Hittson shall provide an executed copy of said Program Services Contract and a copy of this Order to the State of Missouri Department of Health and Senior Services.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractor to annually complete the Business Management Assessment (**BMA**) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to <https://health.mo.gov/atoz/bma/index.php>
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

01/15/2020

www.health.mo.gov

Healthy Missourians for life.

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49290	Contract Title: INCREASING ADULT INFLUENZA VACCINATION RATES	
Contract Start: 9/1/2020	Contract End: 2/28/2021	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) FRANKLIN COUNTY DEPARTMENT OF HEALTH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 414 EAST MAIN STREET	
CITY, STATE, and ZIP CODE UNION MO 63084	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****1345	DUNS NUMBER 807100602
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Increasing Adult Influenza Vaccination Rates

1. GENERAL

- 1.1 The contract amount shall not exceed **\$17,500** for the period of September 1, 2020 through February 28, 2021.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Bureau of Immunizations
Valarie Seyfert

930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570
573-751-6124
Valarie.Seyfert@health.mo.gov

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2. PURPOSE

- 2.1 The Immunizations and Vaccines for Children Cooperative Agreement funding is designed to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.
- 2.2 The purpose of the Increasing Adult Influenza Vaccination Rates Project is to provide reimbursement of administrative fees associated with immunizing through mass vaccination clinics and time spent conducting outreach provided by the **Franklin County Department of Health** (hereinafter the Contractor).

3.0 Definitions

3.1 Target population –

- 3.1.1 Adults at higher risk from COVID-19
- 3.1.2 Staff and Residents of long-term care facilities, assisted living centers, nursing homes, adult daycares
- 3.1.3 Adults with underlying illnesses
- 3.1.4 African American Adults
- 3.1.5 Adults who are part of critical infrastructure (grocery workers, certain manufacturing and food worker plants, etc.)

3.2 Partner organizations -

- 3.2.1 Community Health Centers
- 3.2.2 Federally Qualified Health Centers
- 3.2.3 Pharmacies
- 3.2.4 Long-Term Care Facilities, Assisted Living Centers, Nursing Homes
- 3.2.5 Adult Daycares

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- 3.2.6 Senior Centers
- 3.2.7 First Responder Organizations
- 3.2.8 Non-Traditional Providers
- 3.2.9 School Districts

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall hold off-site vaccination clinics to administer influenza vaccine to individuals in the target population at a place which differs from their local health department offices, which could include:
 - 4.1.1 Curbside Vaccination Clinics
 - 4.1.2 Drive-thru Vaccination Clinics
 - 4.1.3 College Campus Vaccination Clinics
 - 4.1.4 Onsite at partner organizations
- 4.2 If the Contractor does not administer vaccine services, then the Contractor must partner with a community organization that does administer vaccine services to the target population.
- 4.3 The Contractor shall conduct outreach activities to schedule clinics.
- 4.4 The number of hours for scheduling clinics shall not exceed twenty percent (20%) of one month's total hours invoiced.
- 4.5 The Contractor shall submit a plan of how the funds will be utilized upon return of the signed contract by submitting the Funding Plan, Exhibit 1, which is attached hereto and is incorporated by reference as if fully set forth herein.

5. REPORTS

- 5.1 The Contractor shall use ShowMeVax, a DHSS approved electronic health record interface, or paper forms to be emailed, to report doses administered within 7 days.

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Detailed instructions for reporting will be provided to the contractor within 7 days of the execution of this contract.

- 5.2 The Contractor shall submit with the invoice a summary of outreach activities accompanied by the time spent.
- 5.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 5.4 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Division of Community & Public Health, Bureau of Immunizations.

6. BUDGET AND ALLOWABLE COSTS

- 6.1 The Department will pay the Contractor a firm, fixed price of \$29.21 per hour for each registered nurse or \$19.76 per hour for each licensed practical nurse or \$15.08 per hour for each medical assistant or \$27.14 for communicable disease specialists or \$34.76 for senior-level management staff upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.
 - 6.1.1 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

- 6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 6.3 The Contractor shall forgo seeking financial reimbursements of any kind from another source such as third party payers and/or individuals receiving influenza vaccine through this effort.

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6.4 No travel expenses will be reimbursed.

7. INVOICING AND PAYMENT

7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

7.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services

Division of Community and Public Health

Bureau of Immunizations

Tanya McMillan

P.O. Box 570

Jefferson City, MO 65102-0570

7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

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- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

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9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

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- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment D, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the

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Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal

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Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

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14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for

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services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

16. SUBCONTRACTING

- 16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state,

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federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

- 16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**
- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.
- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
4. Contractor Identifying Number (optional)			
5. DUNS Number		6. EIN	
7. Report Type			
<input type="checkbox"/> Annual <input type="checkbox"/> Final			
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):		\$0.00	
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):		\$0.00	
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)	

I. BUSINESS ASSOCIATE PROVISIONS:

- a. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- i. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
- e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
- g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- ii. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - iii. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - iv. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
- b. Permitted Uses and Disclosures of Protected Health Information by the Contractor:
- i. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
 - ii. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
 - iii. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - iv. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.
 - v. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

- vi. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - vii. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
 - viii. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- c. Obligations and Activities of the Contractor:
- i. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
 - ii. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - II. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - III. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - IV. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - V. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - VI. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
 - i. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
 - ii. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
 - iii. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health

and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- iv. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- v. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- vi. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- vii. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- viii. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- ix. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- x. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- x. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
 - xi. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
 - xii. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - xiii. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- b. Obligations of the State Agency:
 - i. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
 - ii. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - iii. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

- iv. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
 - c. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
 - i. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
 - d. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Funding Plan

EXHIBIT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY	
I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)	
<input type="checkbox"/> I am a self-employed individual with no employees; OR <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.	
I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Influenza Vaccination Clinics and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.	
_____ Authorized Representative’s Name (Please Print)	_____ Authorized Representative’s Signature
_____ Company Name (if applicable)	_____ Date

EXHIBIT 2, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 2, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 49290 **State:** 0% \$0.00 **Federal:** 100% \$17,500.00

Contract Title: INCREASING ADULT INFLUENZA VACCINATION RATES

Contract Start: 9/1/2020 **Contract End:** 2/28/2021 **Amend#:** 00 **Contract #:**

Vendor Name: FRANKLIN COUNTY DEPARTMENT OF HEALTH

CFDA: 93.268 **Research and Development:** N

CFDA Name: IMMUNIZATION COOPERATIVE AGREEMENTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 6NH23IP922606-01

Federal Award Name: CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN

Federal Award Year: 2020 **DHSS #:** IP922606-02I **Federal Obligation:** \$17,500.00

* The Department will provide this information when it becomes available.

Project Description:

to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Over Plus Land Sale

IN THE MATTER OF REFUNDING OVER-PLUS ON LAND SALE BACK TAXES

WHEREAS, it is found by the County Commission that Franklin Financial Corporation purchased real estate at the 2019 tax sale and issued as Certificate of Purchase #2019-0037, property described as follows:

Parcel Number 32-2-03.2-0-001-034.000
Section 03, Township 40, Range 2E, Lot 4&5, of Lost Valley Lakes 4

WHEREAS, it is further found by the Commission that the purchase price was \$900.00 (Nine Hundred Dollars and 00/100), which included taxes and costs in the amount of \$786.66 (Seven Hundred Eight-Six Dollars and 66/100) with an over-plus of \$113.34 (One Hundred Thirteen Dollars and 34/100), and;

WHEREAS, Franklin Financial Corporation wishes to redeem the above over-plus and has submitted an application for \$113.34, representing the over-plus.

IT IS HEREBY ORDERED by this Commission, that Debbie Aholt, County Treasurer, issue a check/warrant payable to Franklin Financial Corporation in the sum of \$113.34 out of the Over-plus Land Sale Account.

IT IS FURTHER ORDERED by this Commission that a copy of this order be provided to Debbie Aholt, County Treasurer; Doug Trentmann, County Collector; Angela Gibson, County Auditor; Jeannine Stevens, County Clerk's office and Franklin Financial Corporation, 380 South Main St. Clair, MO 63077.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Franklin Financial Corporation



380 SOUTH MAIN
ST. CLAIR, MO 63077
636-629-7368
FAX: 636-629-0103

September 16, 2020

Debbie Aholt
Franklin County Treasurer
400 E Locust Room 204
Union, MO 63084

Reference: 2019 Franklin County Tax Sale
Wittenborn, Preston and Wittenborn, Shana
Certificate of Purchase #2019-0037

Dear Ms. Aholt,

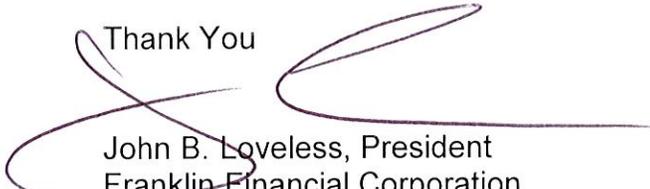
Our company purchased the property indicated in the attached Tax Sale Certificate of Purchase, and it has now been redeemed.

We are instructed by the Tax Collector's office that we must request a refund of the "Over Surplus" from your office.

As indicated on the Certificate of Purchase, the over surplus was \$113.34

Therefore, I am requesting that you disburse this amount to my attention as soon as possible.

Thank You



John B. Loveless, President
Franklin Financial Corporation

Cc: Doug Trentman
Franklin County Collector
400 E Locust Room 103
Union, MO 63084



8 3 3 0 3 9 0

Tx:4175524

JENNIFER L. METCALF
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI
DOCUMENT# 1911598
09/04/2019 09:09 AM
FEE: 27.00
PAGES: 2

TAX SALE CERTIFICATE OF PURCHASE

CERTIFICATE#...0037
BIDDER#.....516

STATE OF MISSOURI)
COUNTY OF FRANKLIN)ss

I Doug Trentmann, County Collector in and for the County and State aforesaid, do hereby certify that FRANKLIN FINANCIAL CORP , 380 S MAIN ST , ST. CLAIR , MO , 63077 did, on the days hereinafter set forth, between the hours of 10A.M. and 4P.M. of the respective days, purchase at Public Auction, at the Franklin County Government Center in Union, MO 63084 the Lands and Town Lots below described, situated in the said County of Franklin, for the taxes, special assessments, interests, penalties and costs due and unpaid thereon for the years A.D. 2018 , 2017 , 2016 , , , , and paid as purchase money on each tract or lot the total amount of taxes, special assessments, interests, penalties, and costs thereon as stated herein opposite the description of each tract or lot:

Date of Sale	To Whom Assessed	Purchaser
08/26/2019	WITTENBORN, PRESTON WITTENBORN, SHANA 1171 E HIGHWAY 50 UNION MO 63084	FRANKLIN FINANCIAL CORP 380 S MAIN ST ST. CLAIR MO 63077

PHONE#

Acres	Property Description	Year	Account#	Valuation	Tax
4.030	Sec 03 Twn 40 Rng 2E	2018	664735	3,046	140.46
Parcel#	32-2-03.2-0-001-034.000	2017	664339	3,046	141.76
	Sec 03 Twn 40 Rng 2E	2016	664109	2,996	138.96
	LOST VALLEY LAKES				
	LOT:4&5 LOST VALLEY LAKES 4				

Interest.....	142.93
Penalty	72.55
Tax Sale Cost	150.00
Total	786.66
Bid Amount..	900.00
Over Surplus.	113.34

To bear interest at 10% rate
ON TAX & FEES ONLY

At any time after the expiration of one year from the date of this sale the above-named purchaser, his heirs or assigns, will upon application and compliance with the provisions of law pertaining thereto, be entitled to a Deed of conveyance for any real estate herein described, which shall not have been redeemed, provided, that on the failure of the holder of this certificate to take our said deed, as entitled by law and file the same of record within two years from the date of such sale then and in that event the amount due such purchaser shall cease to be a lien on such lands so purchased as herein provided.
IN WITNESS WHEREOF, I hereunto set my name and affix my seal at my office in Union, Mo.

the 26th day of August, A.D. 2019 Doug Trentmann
County Collector, Franklin County, MO. Doug Trentmann

RECEIVED, this 26th day of August 2019 FRANKLIN FINANCIAL CORP
the sum of 900.00 the amount of purchase money on the above tract or lot of land.

Doug Trentmann
County Collector, Franklin County, MO. Doug Trentmann

I Doug Trentmann County Collector, in and for Franklin County, MO. hereby guarantee the above to be true amount due against said land above described as the same appears upon the records.



Commission Order No. 2020-430

Third Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Taxes-Property

**IN THE MATTER OF APPROVING THE
ABATEMENT OF REAL PROPERTY TAXES
ON CERTAIN COUNTY OWNED REAL PROPERTY**

WHEREAS, attached hereto is a listing of Forty-Five (45) parcels of real property acquired by Franklin County as a result of the failure of the owners to pay the real property taxes therein; and

WHEREAS, in order to clear the tax books it is necessary that the real property taxes on said properties for 2015, 2016, 2017, 2018, 2019 and 2020 be abated.

IT IS THEREFORE ORDERED by the Franklin County Commission that the real property taxes as described above are hereby abated.

IT IS FURTHER ORDERED that a copy of this Order be provided to Doug Trentmann, County Collector and to Tom Copeland, County Assessor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

2020 Conveyed Tax Sale Properties

Description and Parcel Number		Sec	Twp	Rng	Year	Total Tax		
Owner		35	45	3W	2015	22.97		
Unnerstall Land Planners LLC	04-7-35.0-1-099-127.180				2016	23.98		
	Sec 35 Twn 45 Rng 3W				2017	24.06		
Conveyed To County	PT VACATED ROAD DOUGLAS ST				2018	24.05		
					2019	23.01	9584.91	2015 total tax of all records
	Third Sale						9764.12	2016 total tax of all records
					total	118.07	9581.97	2017 total tax of all records
		35	45	3W	2015	21.67	9638.50	2018 total tax of all records
VALORIE UNNERSTALL CONST INC	04-7-35.0-1-099-129.100				2016	22.62	10114.47	2019 total tax of all records
	Sec 35 Twn 45 Rng 3W				2017	22.68	48683.97	
Conveyed To County	PT VACATED DOUGLAS ST				2018	22.68		
					2019	21.69		
	Third Sale							
					total	111.34	48683.97	Grand Total
		35	44	3W	2015	7.56	0.00	
T & P MIDMO PROPERTIES LLC	12-7-35.0-3-003-026.000				2016	7.53		
	Sec 35 Twn 44 Rng 3W				2017	10.85		
Conveyed To County	WHISPERING VALLEY				2018	10.89		
	LOT:69 BLK 3 WHISPERING VLY 3				2019	10.76		
	Third Sale							Total Number of Conveyed 45
					total	47.59		
		35	44	3W	2015	15.06		
T & P MIDMO PROPERTIES LLC	12-7-35.0-3-003-027.000				2016	15.02		
	Sec 35 Twn 44 Rng 3W				2017	21.88		
Conveyed To County	WHISPERING VALLEY				2018	21.98		
	LOT:70&71 WHISPERING VLY 3				2019	21.65		
	Third Sale							
					total	95.59		
		35	44	3W	2015	11.71		
GILDAR, EDWARD W & LUCILLE E	12-7-35.0-4-001-336.000				2016	11.66		
	Sec 35 Twn 44 Rng 3W				2017	11.61		
Conveyed To County	WHISPERING VALLEY				2018	11.66		
	LOT:2 WHISPERING VLY 1				2019	11.49		
	Third Sale							
					total	58.13		
		35	44	3W	2015	107.02		
CORDELL, RAYMOND W SR	12-7-35.0-4-007-079.000				2016	106.64		
	Sec 35 Twn 44 Rng 3W				2017	108.56		
Conveyed To County	WHISPERING VALLEY				2018	109.00		
	LOT:114 WHISPERING VALLEY 7				2019	117.51		
	Third Sale							
					total	548.73		
		35	44	3W	2015	7.35		
CORDELL, RAYMOND W SR	12-7-35.0-4-007-080.000				2016	7.32		
	Sec 35 Twn 44 Rng 3W				2017	10.60		
Conveyed To County	WHISPERING VALLEY				2018	10.63		
	LOT:115 WHISPERING VLY 7				2019	10.49		
	Third Sale							
					total	46.39		

2020 Conveyed Tax Sale Properties

	Description and Parcel Number	Sec	Twp	Rng	Year	Total
		35	44	3W	2015	7.35
CORDELL,RAYMOND W SR	12-7-35.0-4-007-081.000				2016	7.32
	Sec 35 Twn 44 Rng 3W				2017	10.60
Conveyed To County	WHISPERING VALLEY				2018	10.63
	LOT:116 WHISPERING VLY 7				2019	10.49
	Third Sale					
					total	46.39
		2	43	3W	2015	7.94
LYNN,KENNETH C	15-1-02.0-2-001-001.000				2016	8.79
	Sec 02 Twn 43 Rng 3W				2017	9.75
Conveyed To County	WHISPERING VALLEY				2018	9.75
	LOT:178 WHISPERING VLY 8				2019	9.68
	Third Sale					
					total	45.91
		2	43	3W	2015	8.06
LYNN,KENNETH C	15-1-02.0-2-001-002.000				2016	8.91
	Sec 02 Twn 43 Rng 3W				2017	9.86
Conveyed To County	WHISPERING VALLEY				2018	9.86
	LOT:179 WHISPERING VLY 8				2019	9.80
	Third Sale					
					total	46.49
		13	43	2W	2015	7.88
T & P MIDMO PROPERTIES LLC	16-6-13.0-4-001-141.000				2016	8.02
	Sec 13 Twn 43 Rng 2W				2017	7.82
Conveyed To County	FAWN LAKE				2018	7.79
	LOT:11 FAWN LAKE				2019	8.25
	Third Sale					
					total	39.76
		13	43	2W	2015	7.55
JORDEN,GARNETT B	16-6-13.0-4-001-285.000				2016	7.69
	Sec 13 Twn 43 Rng 2W				2017	7.49
Conveyed To County	FAWN LAKE				2018	7.46
	LOT:31 FAWN LAKE				2019	7.92
	Third Sale					
					total	38.11
		19	43	1W	2015	3.93
TOCCO,DOROTHY MARIE RL TRUS	17-4-19.2-0-002-059.000				2016	4.01
	Sec 19 Twn 43 Rng 1W				2017	3.90
Conveyed To County	FAWN LAKE				2018	3.90
	LOT:7 FAWN LAKE				2019	4.12
	Third Sale					
					total	19.86
		19	43	1W	2015	3.93
TOCCO,DOROTHY MARIE RL TRUS	17-4-19.2-0-002-060.000				2016	4.01
	Sec 19 Twn 43 Rng 1W				2017	3.90
Conveyed To County	FAWN LAKE				2018	3.90
	LOT:8 FAWN LAKE				2019	4.12
	Third Sale					
					total	19.86

2020 Conveyed Tax Sale Properties

	Description and Parcel Number	Sec	Twp	Rng	Year	Total
		19	43	1E	2015	15.57
WATSON,DANIEL&FITZPATRICK,M/	18-4-19.1-0-001-012.000				2016	15.58
	Sec 19 Twn 43 Rng 1E				2017	15.48
Conveyed To County	F E HALL RIVERVIEW FARM				2018	15.47
	LOT:5 F E HALL RIVERVIEW FARM				2019	16.27
	Third Sale					
					total	78.37
		19	43	1E	2015	38.24
WATSON,DANIEL&FITZPATRICK,M/	18-4-19.1-0-001-013.000				2016	38.26
	Sec 19 Twn 43 Rng 1E				2017	38.05
Conveyed To County	F E HALL RIVERVIEW FARM				2018	37.97
	LOT:4 F E HALL RIVERVIEW FARM				2019	39.98
	Third Sale					
					total	192.50
		27	43	1E	2015	399.02
T & P MIDMO PROPERTIES LLC	18-8-27.0-3-007-142.260				2016	313.91
	Sec 27 Twn 43 Rng 1E				2017	311.90
Conveyed To County	RED BARN COMMUNITY				2018	312.76
	LOT:20 RED BARN COMM 4				2019	307.92
	Third Sale					
					total	1645.51
		12	43	2E	2015	1520.36
TD VENTURES LLC	19-1-12.0-4-005-004.000				2016	1560.36
	Sec 12 Twn 43 Rng 2E				2017	1531.41
Conveyed To County	BLUMENTHALS COMMERCIAL LAND				2018	1541.33
	OFFICE BUILDING LOT 7-8				2019	1787.33
	BLK:27 BLUMENTHALS ADDN					
	Third Sale					
					total	7940.79
		12	43	2E	2015	6618.08
TD VENTURES LLC	19-1-12.0-4-099-056.000				2016	6792.18
	Sec 12 Twn 43 Rng 2E				2017	6723.96
Conveyed To County	BLUMENTHALS COMMERCIAL LAND				2018	6767.57
	BUILDING N SIDE OF ST				2019	6998.64
	LOUIS STREET S OF BLK 27					
	BLUMENTHALS ADDN					
	Third Sale					
					total	33900.43
		1	42	2E	2015	26.25
COTTON,BRUCE E	20-1-01.0-3-002-095.000				2016	26.98
	Sec 01 Twn 42 Rng 2E				2017	26.68
Conveyed To County	EVERGREEN LAKES				2018	26.88
	LOT:49 EVERGREEN LAKES 2				2019	26.31
	Third Sale					
					total	133.10
		1	42	2E	2015	14.55
COTTON,BRUCE E	20-1-01.0-3-002-096.000				2016	14.97
	Sec 01 Twn 42 Rng 2E				2017	14.81
Conveyed To County	EVERGREEN LAKES				2018	14.90
	LOT:50 EVERGREEN LAKES 2				2019	14.59
	Third Sale					
					total	73.82

2020 Conveyed Tax Sale Properties						
	Description and Parcel Number	Sec	Twp	Rng	Year	Total
		1	42	2E	2015	12.36
COTTON, BRUCE E	20-1-01.0-3-002-097.000				2016	12.72
	Sec 01 Twn 42 Rng 2E				2017	12.57
Conveyed To County	EVERGREEN LAKES				2018	12.67
	LOT:51 EVERGREEN LAKES 2				2019	12.40
	Third Sale					
					total	62.72
		20	42	2E	2015	4.97
BROWN, CYNTHIA ETAL	20-4-20.0-3-002-166.000				2016	4.97
	Sec 20 Twn 42 Rng 2E				2017	4.95
Conveyed To County	LAKE TORINO				2018	5.01
	LOT:3 LAKE TORINO				2019	4.99
	Third Sale					
					total	24.89
		20	42	2E	2015	90.20
JONES, EDDIE SR	20-4-20.0-3-002-167.000				2016	90.20
	Sec 20 Twn 42 Rng 2E				2017	7.33
Conveyed To County	LAKE TORINO				2018	7.41
	LOT:1&2 LAKE TORINO				2019	7.36
	Third Sale					
					total	202.50
		31	42	2E	2015	4.46
SAUNDERS, ALBERT A&ROSEMARY	20-9-31.0-1-002-162.000				2016	4.48
	Sec 31 Twn 42 Rng 2E				2017	4.48
Conveyed To County	LAKE ARROWHEAD				2018	4.52
	LOT:19 LAKE ARROWHEAD B J-U				2019	4.49
	Third Sale					0.00
					total	22.43
		31	42	2E	2015	13.28
DINOVI, TOM&KIM	20-9-31.0-1-002-204.000				2016	13.31
	Sec 31 Twn 42 Rng 2E				2017	13.31
Conveyed To County	LAKE ARROWHEAD				2018	13.43
	LOT:14 LAKE ARROWHEAD B J-U				2019	13.37
	Third Sale					
					total	66.70
		31	42	2E	2015	2.82
HOLLIS, ORVILLE&LOHDEN, HELEN	20-9-31.0-2-001-096.000				2016	2.83
	Sec 31 Twn 42 Rng 2E				2017	4.36
Conveyed To County	LAKE ARROWHEAD				2018	4.39
	LOT:1 LAKE ARROWHEAD B A-1				2019	4.37
	Third Sale					
					total	18.77
		31	42	2E	2015	2.82
HAMMETT, BILLY GENE	20-9-31.0-2-001-098.000				2016	2.83
	Sec 31 Twn 42 Rng 2E				2017	4.36
Conveyed To County	LAKE ARROWHEAD				2018	4.39
	LOT:3 LAKE ARROWHEAD B A-1				2019	4.37
	Third Sale					
					total	18.77

2020 Conveyed Tax Sale Properties

	Description and Parcel Number	Sec	Twp	Rng	Year	Total
		31	42	2E	2015	4.34
HOLLIS,ORVILLE&LOHDEN,HELEN	20-9-31.0-2-001-100.000				2016	4.35
	Sec 31 Twn 42 Rng 2E				2017	4.36
Conveyed To County	LAKE ARROWHEAD				2018	4.39
	LOT:5 LAKE ARROWHEAD B A-1				2019	4.37
	Third Sale					
					total	21.81
		31	42	2E	2015	4.34
LOHDEN,ORVILLE H	20-9-31.0-2-001-115.000				2016	4.35
	Sec 31 Twn 42 Rng 2E				2017	4.36
Conveyed To County	LAKE ARROWHEAD				2018	4.39
	LOT:20 LAKE ARROWHEAD B A-1				2019	4.37
	Third Sale					
					total	21.81
		35	42	1W	2015	384.66
T & P MIDMO PROPERTIES LLC	22-7-35.0-1-001-179.000				2016	414.78
	Sec 35 Twn 42 Rng 1W				2017	385.84
Conveyed To County	HAPPY SOCK				2018	386.55
	LOT:15 HAPPY SOCK				2019	384.66
	Third Sale					
					total	1956.49
		2	41	1W	2015	26.83
SESTI,CARMINE J JR&PATRICIA A	29-1-02.0-2-001-046.000				2016	29.09
	Sec 02 Twn 41 Rng 1W				2017	29.03
Conveyed To County	LAKE ST CLAIR				2018	29.05
	LOT:1 LAKE ST CLAIR APT-X				2019	28.64
	Third Sale					
					total	142.64
		02	41	1W	2015	36.38
MOEHLMANN,RUSSELL	29-1-02.0-3-002-057.000				2016	39.46
F&RUSSELL D&ROBERT D	Sec 02 Twn 41 Rng 1W				2017	46.35
Conveyed To County	LAKE ST CLAIR				2018	46.41
	LOT:5 LAKE ST CLAIR A-E				2019	45.74
	Third Sale					
					total	214.34
		02	41	1W	2015	39.79
FAULKNER,GREGORY E	29-1-02.0-3-004-294.000				2016	43.13
	Sec 02 Twn 41 Rng 1W				2017	43.02
Conveyed To County	LAKE ST CLAIR				2018	43.08
	LOT:3 LAKE ST CLAIR 6-12				2019	42.47
	Third Sale					
					total	211.49
		02	41	1W	2015	18.57
STARKS,IVY J JR&SAMANTHA	29-1-02.0-4-001-174.000				2016	20.14
	Sec 02 Twn 41 Rng 1W				2017	20.10
Conveyed To County	LAKE ST CLAIR				2018	20.12
	LOT:16 LAKE ST CLAIR 16-25				2019	19.83
	Third Sale					
					total	98.76

2020 Conveyed Tax Sale Properties

	Description and Parcel Number	Sec	Twp	Rng	Year	Total
		16	41	1W	2015	14.37
VANDERFELTZ,JOHN F&JOANN	29-5-16.0-0-003-022.000				2016	15.65
	Sec 16 Twn 41 Rng 1W				2017	15.64
Conveyed To County	DRY BRANCH LOT:PT26, PT23,PT18,17,24,25,31,32				2018	15.65
	Third Sale				2019	15.46
					total	76.77
		17	41	1E	2015	15.49
SCHNEIDER,THOMAS&ROBERT	30-4-17.0-1-001-029.000				2016	16.87
	Sec 17 Twn 41 Rng 1E				2017	16.85
Conveyed To County	PINEY PARK TERRACE				2018	16.87
	LOT:49&50 PINEY PARK TERRACE				2019	16.66
	Third Sale					
					total	82.74
		17	41	1E	2015	2.29
SCHNEIDER,THOMAS&ROBERT	30-4-17.0-1-001-297.000				2016	2.51
	Sec 17 Twn 41 Rng 1E				2017	2.51
Conveyed To County	PINEY PARK TERRACE				2018	2.51
	LOT:517&518 PINEY PARK TERRACE				2019	2.48
	Third Sale					
					total	12.30
		17	41	1E	2015	1.01
NOBLES,SHARON S	30-4-17.0-1-001-368.000				2016	1.10
	Sec 17 Twn 41 Rng 1E				2017	1.10
Conveyed To County	PINEY PARK TERRACE				2018	1.10
	LOT:316 PINEY PARK TERRACE				2019	1.08
	Third Sale					
					total	5.39
		17	41	1E	2015	8.55
LENCIONI,VICTOR & JUNE	30-4-17.0-2-001-042.000				2016	9.33
	Sec 17 Twn 41 Rng 1E				2017	9.32
Conveyed To County	PINEY PARK TERRACE				2018	9.32
	LOT:650 PINEY PARK TERRACE				2019	9.21
	Third Sale					
					total	45.73
		17	41	1E	2015	2.20
PAULI,CHRIS H&ROBERT A TRS	30-4-17.0-3-001-049.000				2016	2.39
	Sec 17 Twn 41 Rng 1E				2017	2.38
Conveyed To County	PINEY PARK TERRACE				2018	2.38
	LOT:599&600 PINEY PARK				2019	2.36
	Third Sale					
					total	11.71
		16	41	1E	2015	3.36
T & P MIDMO PROPERTIES LLC	30-5-16.0-2-000-017.000				2016	3.65
	Sec 16 Twn 41 Rng 1E				2017	3.65
Conveyed To County	PT N 1/2 NW N OF WHITE RD				2018	3.66
					2019	3.61
	Third Sale					
					total	17.93

2020 Conveyed Tax Sale Properties

Description and Parcel Number		Sec	Twp	Rng	Year	Total
		16	41	1E	2015	6.26
T & P MIDMO PROPERTIES LLC	30-5-16.0-2-002-016.000				2016	6.82
	Sec 16 Twn 41 Rng 1E				2017	6.81
Conveyed To County	LONGVIEW				2018	6.81
	LOT:5 LONGVIEW				2019	6.71
	Third Sale					
					total	33.41
		03	40	2E	2015	8.70
ARSDALE, CALEP & TINA	32-2-03.0-3-001-230.000				2016	8.63
	Sec 03 Twn 40 Rng 2E				2017	8.65
Conveyed To County	LOST VALLEY LAKES				2018	8.58
	LOT:12 LOST VALLEY LAKES 1				2019	8.66
	Third Sale					
					total	43.22
		03	40	2E	2015	4.81
ECCARDT, JAMES W & DOROTHY M	32-2-03.0-3-002-132.000				2016	4.77
	Sec 03 Twn 40 Rng 2E				2017	4.79
Conveyed To County	LOST VALLEY LAKES				2018	4.75
	LOT:21 LOST VALLEY LAKES				2019	4.79
	Third Sale					
					total	23.91



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Policy

IN THE MATTER OF APPROVING AND AUTHORIZING THE RENAMING OF A ROAD IN THE COUNTY OF FRANKLIN, MISSOURI

WHEREAS, on May 19, 2020, the County Commission of Franklin County, Missouri adopted an E911 Addressing Policy for the County of Franklin, Missouri; and

WHEREAS, said E911 Addressing Policy states, in cases where affected residents desire the renaming of an existing road, an application must be submitted to the Addressing Authority and forwarded to the County Commission for review; and

WHEREAS, the Addressing Authority has received a road renaming request, along with the required documentation of the road that is to be renamed, which is attached hereto and incorporated by reference herein; and

WHEREAS, the Addressing Authority has forwarded said request to the County Commission and the County Commission has determined that it is in the best interest of Franklin County to approve the application.

IT IS THEREFORE ORDERED, the road currently known as "Jason Louis Lane Dr," shown on the subdivision plat for "Carter Place Plat 3," recorded in the Franklin County Recorder of Deeds under Document #1100898, which is attached hereto, is hereby renamed "Deerwood Farm Rd."

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

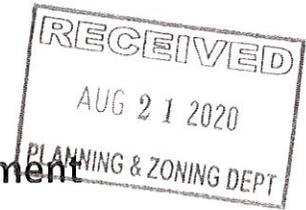
IT IS FURTHER ORDERED that it shall be the responsibility of the applicant to file the Commission Order with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this order be provided to Nichole Zielke, Franklin County Addressing Authority; Scottie Eagan, Planning & Zoning Director; and Jennifer Metcalf, Recorder of Deeds.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Franklin County Planning and Zoning Department

Road Renaming Request

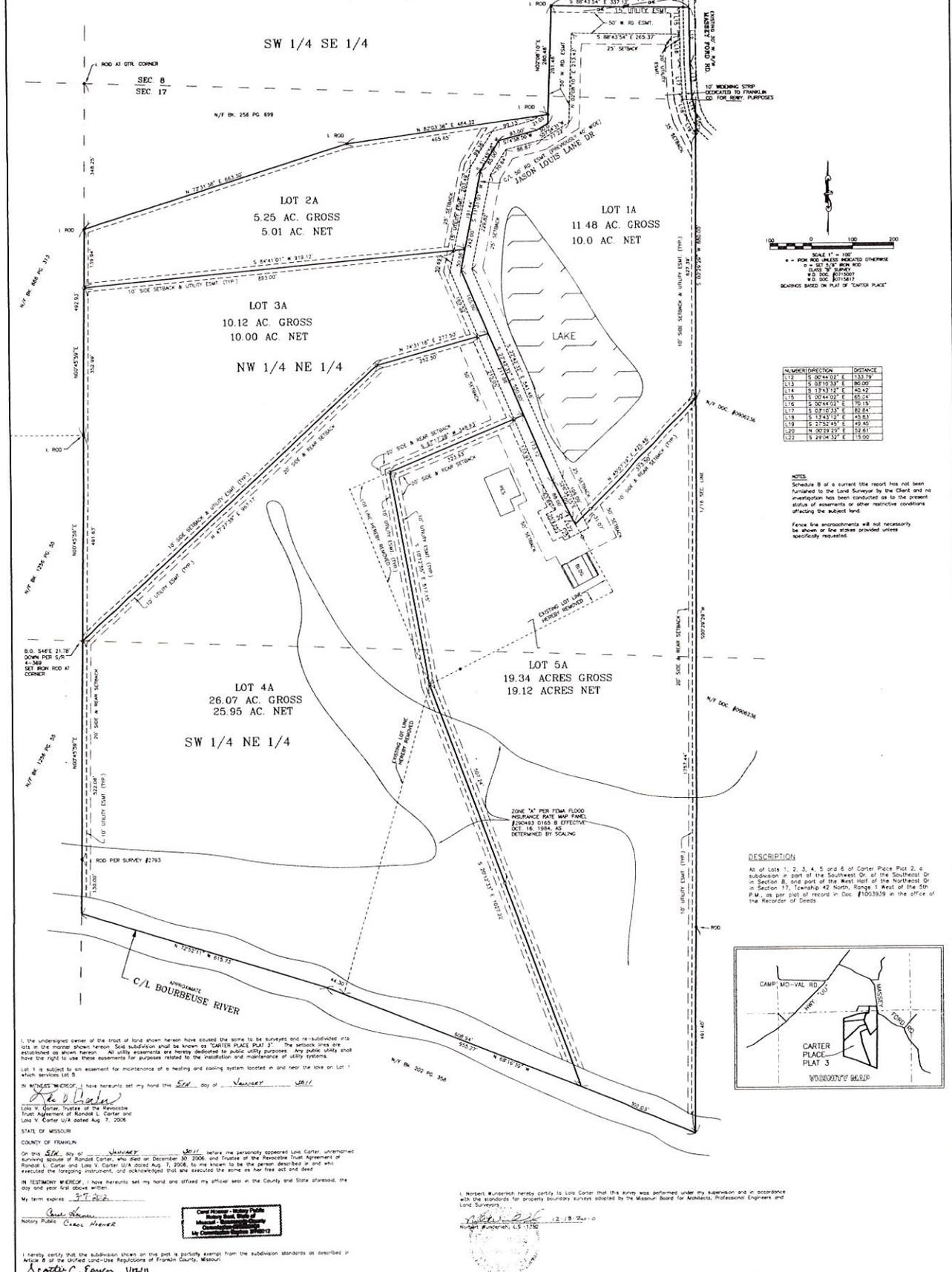
Submit the following information:

- 1. Completed Application
- 3. Petition

- 2. \$75 Application Fee
- 4. Aerial Map

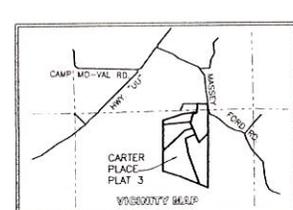
Section A: Applicant Information		
Applicant Name Dennis + Sheri Wissmann		
Mailing Address 283 Jason Louis Lane Dr.		
City, State, Zip +4 Union Mo. 63084		
Phone Home 636-583-3509	cell 314-486-3374	Email sheriwissmann@gmail.com
Section B: Road Location		
Township North	Range	Section
Current Road Name 283 Jason Louis Lane Dr.		
Subdivision Name (if applicable) Carters Place		
Off of State, County, or Main Subdivision Road: Main Subdivision Road		
By signing below, I am indicating that all information provided in the attached petition is true and accurate to the best of my knowledge. Further, I understand that, if the renaming is approved, I must bear all costs associated with changing the applicable street signs.		
Signature of Applicant(s) 		
Printed Name(s) Dennis Wissmann Sheri Wissmann		Date 08/17/20
Paid Date 8/21/20	Amount Paid \$ 75 ⁰⁰	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check # 4572 <input type="checkbox"/> Credit Card

CARTER PLACE PLAT 3
 BEING A RESUBD. OF CARTER PLACE PLAT 2
 IN PT. W 1/2 NE 1/4 SEC. 17, T42N, R1W OF THE 5TH P.M.



NOTES
 Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.
 Fence line measurements will not necessarily be shown on the survey provided unless specifically requested.

DESCRIPTION
 All of Lots 1, 2, 3, 4, 5 and 6 of Carter Place Plat 2, a subdivision in part of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 42 North, Range 1 West of the 5th P.M., as per plat of record in Doc. #1003939 in the office of the Recorder of Deeds.



I, the undersigned owner of the tract of land shown herein have caused the same to be surveyed and re-subdivided into lots in the manner shown herein. Said subdivision shall be known as "CARTER PLACE PLAT 3". The setback lines are established as shown herein. All utility easements are hereby dedicated to public utility purposes. Any public utility shall have the right to use these easements for the installation and maintenance of utility systems.
 Lot 1 is subject to an easement for maintenance of a heating and cooling system located in and near the lot on Lot 1 which borders Lot 5.
 IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of January, 2011.

Lois V. Carter
 Lois V. Carter, Trustee of the Resubdivision
 From Agreement of Randall L. Carter and
 Lois V. Carter U/A dated Aug. 7, 2008

STATE OF MISSOURI
 COUNTY OF FRANKLIN

On this 5th day of January, 2011, before me personally appeared Lois Carter, unmarried, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same as her free act and deed.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
 My term expires: 3-1-2012

Carol A. Meyer
 Notary Public
 Carol A. Meyer

I, Notary, Wunderlich hereby certify to Lois Carter that this survey was performed under my supervision and in accordance with the standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors.

Wunderlich
 12/8/2010
 Notary, Franklin, MO

I hereby certify that the subdivision shown on this plat is partially exempt from the subdivision standards as described in Article 8 of the Unified Land-Use Regulations of Franklin County, Missouri.

Scott C. Eyster
 Scott C. Eyster
 Senior Planner

STATE OF MISSOURI
 COUNTY OF FRANKLIN

I, Sharon L. Shewell, Recorder of Deeds, do hereby certify that the foregoing instrument was filed for record on the 13th day of January, 2011, at 3:47 P.M., and is duly recorded in the 888th book of said records.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Union, the date aforesaid.

Sharon L. Shewell
 Sharon L. Shewell, Recorder of Deeds
 By: *Amy Erb* Deputy



CARTER PLACE PLAT 3

PT. SW 1/4 SE 1/4 SEC. 8 &
 PT. W 1/2 NE 1/4 SEC. 17,
 T42N, R1W OF THE 5TH P.M.

SCALE: 1" = 100'
 JOB: 4206
 DATE: 12-09-2010
 BY: ES & JS
 REV: PLS-2010

SHEET
1 of 1

WUNDERLICH
 SURVEYING & ENGINEERING INC.
 10 SOUTH CHURCH STREET
 LINCOLN, MO 63604 (636) 563-8400



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 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.

IT IS THEREFORE 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 FURTHER ORDERED that a copy of this order be delivered to County Auditor; Angela Gibson; Sheriff Steve Pelton; Ann Struttmann, Purchasing Director; Jeannine Stevens, County Clerk’s Office; Michelle Patke, Highway Department; and Amanda Warnecke, Franklin County Sheriff’s Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

SURPLUS ITEMS
9/21/2020

SURPLUS #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL NUMBER
956	12814	COUNTY CLERK	ROLLING TABLE CART	
957	10630	JUVENILE	RED/BROWN ROLLING CHAIR	
957		JUVENILE	BLUE SWIVEL CHAIR	
957	3383	JUVENILE	BLUE SWIVEL CHAIR	
957		JUVENILE	BLUE SWIVEL CHAIR	
957		JUVENILE	GREY CHAIR	
957	4058	JUVENILE	BLUE CHAIR	
958	16378	MAINTENANCE	WASHING MACHINE (BROKEN)	
959		HIGHWAY	5 EXPIRED FIRE EXTINGUISHERS	
960		HIGHWAY	PLASTIC FLOOR MAT - PLASITIC IS BREAKING	
961		HIGHWAY	DAMAGED ROAD SIGNS	
962		HIGHWAY	SCRAP METAL (OLD CULVERTS, ETC.)	

*** THE FOLLOWING ITEMS ARE BEING TRANSFERRED TO A & W COMMUNICATIONS IN LIEU OF ADDITIONAL CHARGES FOR THE SITE REFERENCED IN
C.O. 2019-351

N/A	3778	EMA	REMOTE ANTENNA SWITCH FOR RADIO	
N/A	4469	OLD COUNTY 911	TEAC DIGITAL COMM RECORDER - 40 CHAN	
N/A	4713	OLD COUNTY 911	BATTERY BACK-UP SYS FOR WASHINGTON	
N/A	4747	OLD COUNTY 911	MICROCASSETTE TRANSCRIBER	CD2M2000
N/A	5955	OLD COUNTY 911	ERICSSON ANALOG VOTER, RECEIVER MODULE & ANTENNA	
N/A	5956	OLD COUNTY 911	TONE TERMINATION PANEL W/CABINET & ERICSSON AUXILIARY RECEIVER	1598617
N/A	5957	OLD COUNTY 911	AUXILIARY RECEIVER AND SHELF	
N/A	5958	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVER	1783242
N/A	5959	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVERS	1783244
N/A	5960	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVER	1783241
N/A	5961	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVERS	1783276
N/A	5962	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVERS	1783243
N/A	5963	OLD COUNTY 911	DECIBEL BASE ANTENNA, MAXRAD BASE ANTENNA & CABINET	1783282
N/A	5964	OLD COUNTY 911	ERICSSON MASTER III BASE STATION & AUXILIARY RECEIVERS	1783270
N/A	5965	OLD COUNTY 911	DECIBEL BASE ANTENNA, MAXRAD BASE ANTENNA & CABINET	1783271
N/A	5966	OLD COUNTY 911	DECIBEL BASE ANTENNA, MAXRAD BASE ANTENNA & CABINET	1783273
N/A	5967	OLD COUNTY 911	DECIBEL BASE ANTENNA, MAXRAD BASE ANTENNA & CABINET	1783274
N/A	5968	OLD COUNTY 911	DECIBEL BASE ANTENNA, MAXRAD BASE ANTENNA & CABINET	1783272
N/A	5969	OLD COUNTY 911	DECIBEL BASE ANTENNA	1783289
N/A	5970	OLD COUNTY 911	ZETRON 4010 CONSOLE	1783245
N/A	6415	OLD COUNTY 911	28 PORT PRINTERS/MODEMS/REMOTE SYS	
N/A	6416	OLD COUNTY 911	3 PORTABLE LASER PRINTERS/REMOTE SYS	
N/A	6417	OLD COUNTY 911	RIP & RUN EMERGENCY RESPONSE SYSTEM	
N/A	12198	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13697	OLD COUNTY 911	CISCO 2821 INTEGRATED SERVER ROUTER	SFTX1245AJXS
N/A	13698	OLD COUNTY 911	CISCO 2821 INTEGRATED SERVER ROUTER	SFTX1246AHJS
N/A	13740	OLD COUNTY 911	CISCO 2821 INTEGRATED SERVER ROUTER	SFTX1245AJXM
N/A	13741	OLD COUNTY 911	CISCO 2821 INTEGRATED SERVER ROUTER	SFTX1245AJXR
N/A	13886	OLD COUNTY 911	CUBICLE WORKCENTER	
N/A	13887	OLD COUNTY 911	CUBICLE WORKCENTER	
N/A	13888	OLD COUNTY 911	CUBICLE WORKCENTER	
N/A	13889	OLD COUNTY 911	CUBICLE WORKCENTER	
N/A	13897	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13898	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13899	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13900	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13901	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13902	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13903	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13904	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13905	OLD COUNTY 911	CAD WORKSTATION PC TOWER	CAC838092L
N/A	13907	OLD COUNTY 911	CAD WORKSTATION PC TOWER	
N/A	13908	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13909	OLD COUNTY 911	CAD WORKSTATION PC TOWER	CAC838094D
N/A	13911	OLD COUNTY 911	CAD WORKSTATION PC TOWER	
N/A	13915	OLD COUNTY 911	WORKSTATION PC TOWER	CAC838092C
N/A	13916	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13926	OLD COUNTY 911	DISPLAY WORKSTATION AT SHERIFF TOWER	
N/A	13929	OLD COUNTY 911	IWS G2 SERVER - CAD AND DATABASE SERVER	
N/A	13930	OLD COUNTY 911	IWS G2 SERVER - CAD AND DATABASE SERVER	
N/A	13931	OLD COUNTY 911	IWS COMMUNICATIONS SERVER TOWER	
N/A	13933	OLD COUNTY 911	IWS G2 SERVER	

SURPLUS #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL NUMBER
N/A	13935	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13937	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13938	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13940	OLD COUNTY 911	EPRINTER TOWER	
N/A	13944	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13947	OLD COUNTY 911	EPRINTER TOWER	
N/A	13951	OLD COUNTY 911	RACK	
N/A	13953	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13954	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13955	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13958	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13959	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13960	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13962	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13963	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13965	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13966	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13968	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13969	OLD COUNTY 911	IWS G2 WORKSTATION UPS	
N/A	13970	OLD COUNTY 911	IWS G2 OBJECT SERVER TOWER	
N/A	13971	OLD COUNTY 911	EPRINTER TOWER	
N/A	13974	OLD COUNTY 911	VOIP FXO GATEWAY 8 PORT	
N/A	13975	OLD COUNTY 911	24 PORT SWITCH QOS	
N/A	13976	OLD COUNTY 911	24 PORT SWITCH QOS	
N/A	13977	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13978	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13979	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13983	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13984	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13985	OLD COUNTY 911	WORKSTATION TOWER	
N/A	13986	OLD COUNTY 911	IP PHONE - SNOM 320	
N/A	13988	OLD COUNTY 911	IWS G2 OBJECT SERVER	
N/A	13989	OLD COUNTY 911	EPRINTER TOWER	
N/A	13992	OLD COUNTY 911	VOIP FXO GATEWAY 8 PORT	
N/A	13993	OLD COUNTY 911	24 PORT SWITCH QOS	
N/A	13994	OLD COUNTY 911	24 PORT SWITCH QOS	
N/A	13997	OLD COUNTY 911	24 PORT SWITCH QOS	
N/A	14091	OLD COUNTY 911	UPS BATTERY BACKUP AVR7500	
N/A	14811	OLD COUNTY 911	KODIAK i1220 DPI COLOR DOCUMENT SCANNER	
N/A	15071	OLD COUNTY 911	ULTRA 1000VA 600 WATTS UPS	
N/A	15072	OLD COUNTY 911	ULTRA 1000VA 600 WATTS UPS	
N/A	15078	OLD COUNTY 911	SONIC WALL TZ100 FIREWALL TOTAL SECURE	0017C583FA26
N/A	15150	OLD COUNTY 911	15 AMP 120 VAC USA POWER LINE PROTECTOR	
N/A	15151	OLD COUNTY 911	20-27 TONE PANELS	
N/A	15152	OLD COUNTY 911	20-27 TONE PANELS	
N/A	15153	OLD COUNTY 911	VHF 136-174MHZ 30W 512 CHANNEL MOBILE, INCLUDES KMC35 MIC	
N/A	15154	OLD COUNTY 911	VHF 136-174MHZ 30W 512 CHANNEL MOBILE, INCLUDES KMC35 MIC	
N/A	15174	OLD COUNTY 911	DESK TURRET, BASE, TOP, PANEL & INSTALLATION	
N/A	15211	OLD COUNTY 911	SMART UPS 980 WATT SMART 1500	2136LYOSM618200106
N/A	15593	OLD COUNTY 911	DC TERMINATION PANEL W/CASE	07101812
N/A	15594	OLD COUNTY 911	VHF 136-174 MHZ 80W 512 CHANNEL MOBILE RADIO	B2600317
N/A	15595	OLD COUNTY 911	VHF CONVENTIONAL BASE STATION, WITH ANTENNA SWITCH KIT	987793244
N/A	15596	OLD COUNTY 911	DC TERMINATION PANEL W/CASE	07063012
N/A	15597	OLD COUNTY 911	VHF 136-174 MHZ 80W 512 CHANNEL MOBILE RADIO	B2600316
N/A	15598	OLD COUNTY 911	DC TERMINATION PANEL W/CASE	07062812
N/A	15599	OLD COUNTY 911	VHF 136-174 MHZ 30W 512 CHANNEL MOBILE POINT TO POINT ANNEX	B2700191
N/A	15600	OLD COUNTY 911	20-27 TONE PANEL WITH CABINET	12-12-238F
N/A	15601	OLD COUNTY 911	VHF-512 CHANNEL MOBILE 50W RADIO	B2600080
N/A	15604	OLD COUNTY 911	POWER SUPPLY	051296148
N/A	15606	OLD COUNTY 911	VOTER USING SNV-12 STANDARD VOTER CHASSIS, SVM-2 MODULE ASSEMBLY	C128035
N/A	15607	OLD COUNTY 911	15 AMP 120 VAC USA POWER LINE PROTECTOR	
N/A	15608	OLD COUNTY 911	600VA 345W UPS	
N/A	15609	OLD COUNTY 911	600VA 345W UPS	
N/A	15613	OLD COUNTY 911	POWER SUPPLY	051296119
N/A	15614	OLD COUNTY 911	VHF CONVENTIONAL BASE STATION, WITH ANTENNA SWITCH KIT	987793243
N/A	16194	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799208
N/A	16195	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799425
N/A	16196	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799426
N/A	16197	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799427
N/A	16198	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799428

SURPLUS #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL NUMBER
N/A	16199	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799429
N/A	16200	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799430
N/A	16201	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799431
N/A	16202	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799432
N/A	16203	OLD COUNTY 911	8 PORT VOIP GATEWAY	2799433
N/A	16204	OLD COUNTY 911	4 PORT VOIP GATEWAY	2799353
N/A	16205	OLD COUNTY 911	4 PORT VOIP GATEWAY	2799354
N/A	16289	OLD COUNTY 911	HP MSR2003 AC ROUTER	
N/A	16290	OLD COUNTY 911	HP MSR2003 AC ROUTER	
N/A	16291	OLD COUNTY 911	HP MSR2003 AC ROUTER	
N/A	16306	OLD COUNTY 911	SMART 1000RML2U TRIPP LITE 1000VA 900W UPS	2312CYOSM826500249
N/A	16307	OLD COUNTY 911	SMART 1000RML2U TRIPP LITE 1000VA 900W UPS	2312CYOSM826500029
N/A	16402	OLD COUNTY 911	SMART 1000RML2U TRIPP LITE 1000VA 900W UPS	2432CYOSM826500021
N/A	50148	OLD COUNTY 911	UPS 1500 BATTERY BACKUP	
N/A	50786	OLD COUNTY 911	ZETRON COMMUNICATION CONSULE	
N/A	50787	OLD COUNTY 911	ZETRON COMMUNICATION CONSULE	
N/A	50788	OLD COUNTY 911	ZETRON COMMUNICATION CONSULE	
N/A	50789	OLD COUNTY 911	ZETRON COMMUNICATION CONSULE	
N/A	50817	OLD COUNTY 911	TOWER/MONITOR/REMOTE VIPER COMPONENTS	
N/A	51262	OLD COUNTY 911	REPEATER/DECIBEL BASE ANTENNA, ERICSSON BASE STATION	
N/A	51263	OLD COUNTY 911	KENWOOD DESK TOP BASE STATION WITH TONE TERMINATION PANEL	
N/A	51264	OLD COUNTY 911	TELEPHONE RADIO HEADSET BOX/CONSOLE RADIO INTERFACE	
N/A	51430	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51431	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51432	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51433	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51434	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51435	OLD COUNTY 911	PUSH TO TALK AMPLIFIER MICROPHONE	
N/A	51455	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1309006278
N/A	51456	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1309006279
N/A	51457	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1309006280
N/A	51458	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1309006281
N/A	51459	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007055
N/A	51460	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007056
N/A	51461	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007057
N/A	51462	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007058
N/A	51463	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007059
N/A	51464	OLD COUNTY 911	400L-ODU/F4.9 OUTDOOR UNIT WITH EMBEDDED ANTENNA INSTALLED	1311007060
N/A	51525	OLD COUNTY 911	COAX AND ANTENNAS (INCLUDES PARTS FOR INSTALLATION)	
N/A	51571	OLD COUNTY 911	DUAL TONE/LOCAL CONTROL CARD ASSEMBLY	
N/A	51606	OLD COUNTY 911	REMOTE TOWER NETWORK MANAGEMENT SYSTEM	
N/A	51636	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51637	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51638	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51639	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51640	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51641	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51642	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51643	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51644	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51645	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51646	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51647	OLD COUNTY 911	AIRMUX-400L OUTDOOR UNIT WITH EMBEDDED ANTENNA	
N/A	51751	OLD COUNTY 911	911 RADIO AND TOWER COMPONENTS	
N/A	51809	OLD COUNTY 911	M4219 POSITION AND ACCESSORIES	
N/A	51810	OLD COUNTY 911	M4219 POSITION AND ACCESSORIES	
N/A	51925	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247671
N/A	51926	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247675
N/A	51927	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247676
N/A	51928	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247677
N/A	51929	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247679
N/A	51930	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247681
N/A	51931	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247682
N/A	51932	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247683
N/A	51933	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247687
N/A	51934	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247688
N/A	51935	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247689
N/A	51936	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247692
N/A	51937	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247698
N/A	51938	OLD COUNTY 911	TX POWER AMPLIFIER 110W VHF WITH POWER SUPPLY/CHARGER	170247699



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Fines and Forfeitures

**IN THE MATTER OF APPORTIONMENT OF COUNTY
SCHOOL INTEREST OF FINES & FORFEITURES
FOR THE YEAR ENDING SEPTEMBER 30, 2020**

WHEREAS, it is the duty of the clerk of each of the various counties to apportion fines and forfeiture monies to the various school districts within the County; and

WHEREAS, in accordance with Section 166.131 RSMo Tim Baker, County Clerk of Franklin County has presented to the County Commission the apportionment of fines and forfeiture monies lawfully coming into the County School Interest Fund Account for the year ending September 30, 2020.

IT IS THEREFORE ORDERED by this Commission that Debbie Aholt, County Treasurer, issue checks to the various school districts for the amounts due based upon the September Membership Count as on file in the office of the County Clerk.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk, Debbie Aholt, County Treasurer; Angela Gibson, County Auditor; Jeannine Stevens, Chief Deputy County Clerk; and to each school district listed on Exhibit "A".

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

EXHIBIT "A"

SCHOOL INTEREST OF FINES & FORFEITURES FOR YEAR ENDING SEPTEMBER 30, 2020

DISTRICT	MEMBERSHIP	REVENUE COLLECTED BY THE COUNTY	INTEREST EARNED	PAID TO DISTRICT
R-2	173.00	6,227.71	53.93	6,281.64
R-3	2,795.77	100,643.00	871.61	101,514.61
R-11	3,158.35	113,695.27	984.65	114,679.92
R-13	2,025.50	72,914.58	631.47	73,546.05
R-14	390.24	14,047.98	121.66	14,169.64
R-15	279.00	10,043.53	86.98	10,130.51
R-16	88.00	3,167.85	27.44	3,195.29
NEW HAVEN	449.85	16,193.84	140.25	16,334.09
WASHINGTON	3,023.98	108,858.18	942.76	109,800.94
GASC R-1	95.96	3,454.40	29.92	3,484.32
GASC R-2	495.77	17,846.88	154.56	18,001.44
WASH CO R-7	15.00	539.97	4.68	544.65
CRAW CO R-1	1.00	36.01	0.31	36.32
SULLIVAN	1,378.38	49,619.35	429.73	50,049.08
MEMO TOTALS	14,369.80	517,288.55	4,479.95	521,768.50
TOTALS	14,369.80	517,288.55	4,479.95	521,768.50



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF AUTHORIZING
AND APPROVING AN AGREEMENT
WITH FASTCASE FOR THE SHERIFF'S OFFICE**

WHEREAS, Franklin County Sheriff's Office desires to renew the Agreement with Fastcase to continue providing access to a digital law library for the inmates; and

WHEREAS, Fastcase has the ability to provide such service enabling Franklin County to fulfill the inmates' constitutional right to access to the courts; and

WHEREAS, the price to provide said service is \$1,300.00 annually per the Agreement attached hereto and incorporated by reference herein; and

WHEREAS, the County Commission hereby finds and determines that it is in the best interest of Franklin County to approve the Agreement with Fastcase and to authorize the execution thereof.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed Agreement with Fastcase is hereby approved and that Steve Pelton, Franklin County Sheriff, is hereby authorized to execute said Agreement on behalf of Franklin County.

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

IT IS FURTHER ORDERED that a copy of this Order be provided to Fastcase; Capt. Dave Boehm; Sheriff Steve Pelton; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Invoice



Fastcase Inc.
711 D Street NW Suite 200
Washington, DC 20004
accounting@fastcase.com
(866) 773 - 2782

Invoice number: FC-7845-1
Due Upon Receipt

Address Information

Account name: Franklin County MO Sheriff's Office

Bill To:
Dave Boehm
1 Bruns Lane
Union, MO 63084

Products

Product	Description	Quantity	Unit Price	Total Price
Fastcase Legal Research Platform - Law Library		1.0	\$1,300.00	\$1,300.00

Total Amount \$1,300.00

Terms and Conditions

Total includes initial recurring charge of \$1,300.00
Recurring payment terms: \$1,300.00 every 1.0 Year

Access to Franklin County MO Sheriff's Office for Fastcase Secure Digital Law Library from 9/1/2020 - 8/31/2021. Access and use of the above is subject to Fastcase Terms of Service.

<https://www.fastcase.com/terms/>

Accept and pay online: [Click Here](#)

Franklin County MO Sheriff's Office

Signature

Name

Title

Date

Copyright Fastcase Inc.

Terms of Service

By using our website, you are agreeing to be bound by the following Terms of Service. If you do not agree to these terms, you should not use this website. "Fastcase", "https://www.fastcase.com/", "we", "our", "us", "Service", and "website" all refer to Fastcase, Inc. The terms "you" and "your" refers to the user of our website.

I. Web Site Use

- A. Description.** Fastcase is an online legal research system.
- B. No Professional or Legal Advice.** The legal information contained on Fastcase is not legal advice and is not guaranteed to be correct, complete, or up-to-date. Any opinions and advice found on Fastcase are those of the author and not necessarily those of Fastcase. Any information supplied by any employee or agent of Fastcase, whether by telephone, e-mail, letter or other form of communication, is intended solely as general guidance on the use of the Service and does not constitute professional or legal advice.
- C. Eligibility Requirements.** To register as a user, you must be at least 18 years of age, agree to the Terms of Service and the Privacy Policy, and complete the registration procedure. By registering as a user, you represent and warrant that you meet the eligibility requirements and that the information you include as part of the registration process is complete and accurate. If you are registering on behalf of any entity, you represent and warrant that you are authorized to bind that entity to the Terms of Service. Fastcase may accept or reject your registration in its sole discretion.
- D. Usernames and Passwords.** Your username and password is your identity for purposes of interacting with Fastcase and other users through the website. Each username and password is intended for a single user only. You shall keep your username and password confidential and may not share your username or password or otherwise give access to anyone else. You shall immediately notify Fastcase in writing if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Service. In the event of such loss, theft, or unauthorized use, Fastcase may impose on you, at Fastcase's sole discretion, additional security obligations. See Section F for Security Breaches.
- E. IP Authenticated User.** Your access and use of our website is governed by your contract with Fastcase, which is incorporated herein
- F. Security Breaches.** If any unauthorized person obtains access to the Service because of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify Fastcase at info@fastcase.com. You shall cooperate and assist in any investigation relating to any such unauthorized access
- G. Prohibited Uses.**
1. You are required to comply with all applicable laws in connection with your use of the Service, and such further limitations as may be set forth herein and in any written or on-screen notice from Fastcase. Without limiting the foregoing, you agree not to:
 - a. use any device, software or routine to interfere or attempt to interfere, or which has the effect of interfering with the proper working of the Fastcase Service or website;
 - b. reproduce, redistribute or retransmit any information in the Service without the written permission of Fastcase;
 - c. use or permit anyone to use the information provided through this service for any unlawful or unauthorized purpose, or in any other manner not permitted in the Terms of Service;
 - d. decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, create derivative works from Fastcase, which includes the information and software made available therein;
 - e. copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes Fastcase, except to the extent required in order for you to use Fastcase in the manner expressly intended by Fastcase; and/or

f. use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user or registering for any promotions offered through the website

2. You further agree not to violate or attempt to violate the security of the Service, including, without limitation:
 - a. accessing data not intended for you or logging into a server or account that you are not authorized to access;
 - b. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - c. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the website;
 - d. sending unsolicited e-mail, including promotions and/or advertising of products or services; or
 - e. forging any TCP/IP packet header or any part of the header information in any e-mail or posting.Violations of system or network security may result in civil or criminal liability. Fastcase will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations
- H. **Links to Fastcase.** You may provide links to Fastcase from locations outside Fastcase provided (a) you link only to the home page <https://www.fastcase.com>, (b) you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other notices in Fastcase, (c) you give provider notice of such link by sending an email message to info@fastcase.com and (d) you discontinue providing links to Fastcase if notified by Fastcase.
- I. **Links to Third-Party Services.** This Service may contain links to other Services ("Linked Services"). The Linked Services are not under the control of Fastcase and Fastcase is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. Fastcase is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by Fastcase in favor of any company offering Internet services, products or services on the Linked Services

II. Accounts and Billing

A. Account Types

1. **Retail Subscription Users:** You are billed on a monthly or annual basis starting on the day you first create your account ("billing period"). Pricing options are outlined on our pricing page.
 2. **Enterprise Subscription Users:** The terms of your contract with Fastcase governs your account and billing and is incorporated herein.
 3. **Trial Users:** Trials are free and intended for evaluation purposes of Fastcase only. You can discontinue use of your trial at any time
- B. **Auto-renewal:** You may auto-renew your subscription on a monthly or annual basis. To opt-out of auto-renewal email us at cancel@fastcase.com.
- C. **Payment Failures:** If a credit card, check, or any other form of payment is rejected or declined, we reserve the right to immediately disable your access to Fastcase.
- D. **Cancellation:** Subscription users may cancel at any time by providing written notice to cancel@fastcase.com. No refunds will be given for any cancellations after the billing period has passed.

III. Ownership; Rights to Use

- A. **Copyright.** You acknowledge that, other than original government works and other public domain materials, this Service contains information, graphics and other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. Fastcase owns a copyright in the selection, coordination, arrangement and enhancement of such Content. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part. You may not upload, post, reproduce or distribute Content protected by copyright, or other proprietary right, without obtaining permission of Fastcase.
- B. **Trade and Service Marks.** All rights in the product names, company names, trade names, logos, product packaging and designs of all Fastcase or third-party products or services, whether or not appearing in large

print or with the trademark symbol, belong exclusively to Fastcase or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Service confers on you any license or right under any patent or trademark of Fastcase or any third party.

C. **Notice of Copyright Infringement.** If you believe that your work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please provide Fastcase's Copyright Agent with the following information:

- i. identification of the copyrighted work claimed to have been infringed;
- ii. identification of the allegedly infringing material on the Service that is requested to be removed;
- iii. your name, address and daytime telephone number, and an e-mail address if available, so that Fastcase may contact you if necessary;
- iv. a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- v. a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- vi. an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Fastcase's Copyright Agent for notice of claims of copyright infringement on the Service is Dr. Philip J. Rosenthal, who may be reached as follows:

Dr. Philip J. Rosenthal
Fastcase, Inc. 7.11 D St NW Suite 200
Washington, DC 20004
(202) 999-4777
phil@fastcase.com

Fastcase will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

IV. Representations, Covenants and Warranties

- A. **Representations.** Fastcase shall not be responsible for any use that is inconsistent with the purpose of the Service. Without limiting the foregoing, Fastcase makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, relevancy, or reliability of any information or other material that is communicated through, or posted to, the Service. You acknowledge that any reliance on information or other material communicated through, or posted to, the Service will be at your own risk.
- B. **DISCLAIMER OF WARRANTY.** YOU AGREE THAT USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FASTCASE DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE SERVICE, OR ANY PARTY THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, AND (v) WARRANTIES OTHERWISE RELATED TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY FASTCASE OR ANY THIRD PARTY.
- C. **LIMITATION OF LIABILITY.** THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT FASTCASE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF

OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER FASTCASE NOR ANY OF ITS PARTNERS, AGENTS, EXECUTIVES, DIRECTORS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF USE OF THIS SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THIS SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON FASTCASE

- V. **Additional Terms:** Other provisions that govern your use of Fastcase are set forth in online notices appearing in connection with certain information, products, software, services, or features of Fastcase (collectively the "Additional Terms"), all of which are incorporated by reference herein. Your use of any information, products, software, services, or features of Fastcase that are subject to Additional Terms constitutes your acceptance of the respective Additional Terms
- VI. **Indemnification.** Upon a request by Fastcase, you agree to defend, indemnify and hold harmless each of Fastcase, its partners, agents, executives, directors, employees and affiliates from any claims and expenses, including reasonable attorney's fees and court costs, arising out of or related to any violation by you, or any partner, agent, employee or affiliate of you, of the Terms of Service or your use of the Service.
- VII. **Fair Credit Reporting Act.** Fastcase is not a consumer reporting agency. Therefore, under the rules of The Fair Credit Reporting Act (15 U.S.C. § 1681), you may not use information from this website to determine an individual's eligibility for (A) credit or insurance to be used primarily for personal, family, or household purposes or (B) employment purposes.
- VIII. **Service Restrictions, Alterations and Terminations.** Fastcase shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the Service. Fastcase reserves the right, but shall not be required, to correct any delays, interruptions, errors or omissions. Fastcase may discontinue or alter any aspect of this Service, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use this service, at Fastcase's sole discretion and without prior notice or liability. If this Service is being used for spam, harassment, abuse, or any other purpose other than the intended purpose, we reserve the right to terminate your account without refund and seek all available civil and criminal remedies.
- IX. **Privacy Policy:** You agree and consent to the terms of the Fastcase Online Privacy Policy, a copy of which you should review by clicking [here](#).
- X. **Choice of Law:** This Agreement shall be construed and controlled by the laws of the Commonwealth of Virginia. By using this Service, you agree that any dispute arising from or related to the terms of this agreement will be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. By using this service, you agree to personal jurisdiction by the state and federal courts sitting in the Commonwealth of Virginia.
- XI. **Arbitration:** Fastcase at its sole discretion may submit any controversy or claim arising out of or relating to these Terms of Service to binding arbitration conducted before one arbitrator who is knowledgeable in computer and cyberspace law. The site of any such arbitration will be in the Commonwealth of Virginia. The arbitration will be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator will be binding and conclusive on the parties and judgment upon such award may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration. The arbitrator will not be empowered to award punitive damages to either party. California users may also contact the Consumer Information Center of the Department of Consumer Affairs, Consumer Information Division, at 1625 North Market Blvd., Suite N-112, Sacramento, California 95834 or 1-800-952-5210 or (916) 445-1254.
- XII. **Modification:** We reserve the right to modify this Agreement at any time. Any modifications will be effective when posted through this Service, on our website or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of this Service indicates your agreement to the modifications.
- XIII. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- XIV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between Fastcase representatives and you. For members of the Virginia State Bar, Fastcase's contract with the VSB dated January 25, 2006 contains provisions that supplement and revise this Agreement, which provisions shall apply at the member's option

A. **Loislaw Libraries on Fastcase.** Wolters Kluwer (“Licensor”) and its licensors, licensees, and affiliates shall have no liability to users or subscribers (“Designated End Users”) of the Fastcase System or Loislaw Libraries on Fastcase (the “Licensed Content”). All Licensed Content from Wolters Kluwer, Aspen, CCH, and affiliates is the copyrighted materials of Licensor or its licensors, all rights reserved.

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COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT WITH MARXAM, LLC
AND FP MAILING SOLUTIONS**

WHEREAS, Franklin County is in need of one postage device for the Franklin County Assessor's Office; and

WHEREAS, MarXam, LLC in cooperation with FP Mailing Solutions is to provide such device in exchange for payments of \$137.91 per month for the term of 63 months which will include the price of the lease and maintenance of the postage device; and

WHEREAS, the County Commission hereby finds and determines that it is in the best interest of Franklin County to approve the Agreement with MarXam, LLC and FP Mailing Solutions.

IT IS THEREFORE ORDERED that the Agreement with MarXam, LLC and FP Mailing Solutions are hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Agreements 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 MarXam, LLC; FP Mailing Solutions; Tom Copeland, Assessor; and Ann Struttman, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609
AGREEMENT NO.:



CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Franklin, County of

ADDRESS: 400 E. Locust Ste. 105A Union, MO 63084

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Marxam, LLC Chesterfield, MO 63005

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1-PostBase Vision A5 Base, Label Dispenser, 10lb. Scale, Auto Feeder/Sealer

EQUIPMENT LOCATION: As Stated Above (*PLUS TAX)

TERM IN MONTHS: 63 MONTHLY PAYMENT AMOUNT: 137.91 PURCHASE OPTION: Fair Market Value

SECURITY DEPOSIT: 0

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

POSTAGE DEVICES: Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE: DATE:

PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer.

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

MARXAM

MarXam Maintenance Agreement

Bill To: Franklin, County of 400 E. Locust Ste. 105A Union, MO 63084	Deliver To: SAME
--	--------------------------------

This agreement governs the terms and conditions under which MarXam LLC ("MarXam") will provide Customer with maintenance services on hardware and/or software. MarXam agrees to perform maintenance and repairs on the equipment listed below.

Model	Description	Serial	Annual Rate (if applicable)
PostBase Vision A5	Postage Meter, Base, Label Dispenser,		Included in Lease Payment
	10lb. Scale, Auto Feeder/Sealer		Included in Lease Payment
MXRG	Rate Guard		Included in Lease Payment

Payment Terms: **Included in Lease Payment**

Technical Support. MarXam will supply operator assisted telephone and/or on-site support (at MarXam's discretion), diagnostics and equipment repairs during MarXam's normal business hours (8AM-5 PM CST). Maintenance includes replacement parts or assemblies (new or functionally equivalent) and labor without any additional charge, where replacement is made necessary due to normal wear and tear. All parts and assemblies replaced become the property of MarXam. MarXam will install loaner equipment, when available, if equipment cannot be repaired onsite.

Effective Date. This agreement is effective upon delivery for new installations or upon acceptance by MarXam for previously installed equipment and continues until terminated as provided herein. The fees for support and maintenance are included in the lease payment for the initial term only and they are not refundable.

Exclusions. Support does not include: a) rate changes to any scales or software (unless rate guard option is listed above). b) consumable parts and supplies such as, but not limited to: labels, ink cartridges, rubber rollers and belts, sponges and brushes, felt pads. c) any services required due to circumstances such as: damage resulting from malfunction of electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism or other type of damage to the system; misuse or abuse of the equipment. any loss or damage to the equipment arising from its relocation, alteration, adjustment or repair by other than a MarXam authorized representative.

Continuation of equipment maintenance services is subject to MarXam's then current published terms and conditions. MarXam reserves the right to immediately terminate equipment maintenance services for the affected equipment.

Usage: If the Hardware is regularly operated during more than one eight hour shift per day, an increase in the annual rate will apply as follows: two shifts 50%, three shifts 100%.

General Provisions. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN, MarXam MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer assumes full responsibility for the selection, configuration and/or use of the Software Updates, hardware, parts or services provided hereunder.

Limitation of Liability. Customer's exclusive remedy and MarXam's entire liability for breach of warranty or in contract, tort or otherwise for the Services provided under this Agreement is the repair or exchange of the equipment, part or material which is inoperable (excluding documentation). In no event shall MarXam be liable to Customer for any damages or claims in excess of the amounts received by MarXam hereunder. No action in any form arising out of this Agreement shall be instituted more than 2 years after the cause of action has arisen or in the case of nonpayment, more than 2 years from the date of last payment or promise to pay. Neither MarXam nor Customer shall be liable for any indirect, special or consequential damages or lost profits arising from any claim relating directly or indirectly to this Agreement.

Assignment. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by other party without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that either party may, without the consent of the other party, assign this Agreement to any successor in connection with any merger, sale of all or substantially all of its assets or other corporate reorganization of such party.

The waiver by either party of, or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of such right in the future or of any rights under this Agreement.

The parties hereto are independent contractors, and neither party shall have the right to bind the other to any agreement. No party shall be liable for any breach or non-observance of any terms or conditions of this Agreement in the event that said breach or non-observance is caused by fire, explosion, natural disaster, act of God, labor disturbance, laws, regulations or any similar circumstance beyond the reasonable control of the party directly affected thereby. Notwithstanding anything in this provision, the party to whom performance is owed but to whom it is not rendered because of an event of force majeure, as contemplated in this provision, shall, after 20 business days, have the option to consider the Agreement terminated. All notices, requests and other communications required or permitted hereunder must be in writing. They will be deemed given when: (i) delivered personally, (ii) sent by commercial overnight courier with written verification or receipt or (iii) sent by registered or certified mail, postage prepaid and return receipt requested in each case to the receiving party's address set forth herein or to any other address that the receiving party may have provided for purposes of notice under the Agreement. Any modification or change to this Agreement must be in writing and signed by the Customer and MarXam. The terms and provisions of this Agreement that by their sense and context are

intended to survive the performance of the Agreement shall survive the termination of this Agreement. In the event of any dispute, the prevailing party may be entitled to attorney fees. This Agreement is the exclusive statement of the terms and conditions between the parties, with respect to its subject matter as of its date, and supersedes all prior agreements, negotiations, representations and proposals, written and oral. If a party materially breaches this Agreement and does not, within thirty (30) days after notice of such failure from the other party, cure such failure in all material respects, the non-breaching party shall have the right to terminate this Agreement at any time thereafter.

Folders/Inserters and Other Specific Paper Handling Equipment. The below listed equipment have monthly volumes restrictions as determined by the manufacturers, to ensure optimum performance. Use in excess of these volume counts shall cause additional wear and tear on key components thus requiring additional servicing. In order to gain optimum performance, reduce downtime, limit the number of replaceable parts due to excessive wear and tear and function within specifications, you agree to stay within these limits to avoid additional expense. Should you exceed these volumes, you agree to reimburse MarXam for the overage fee per transaction. Additionally, if overages occur for more than 60 days in a row, this agreement may be cancelled by MarXam and you will be converted to a time and materials program for any additional service calls. In the event of an overage any and all parts including labor to install, will no longer be covered by this agreement.

Below is your usage chart for your inserter:

Inserter Model Number	Inserter Serial Number	Maximum Monthly Volume	Overage Fee per Transaction
n/a	n/a	n/a	n/a

Accepted by both parties:

Purchaser:

MarXam LLC

By **X** _____

By: **X** _____

X

Print Name & Title

Fred Max-Vice President

Print Name & Title

Date: X _____

Date: 9-3-2020 _____

FEIN#: X _____



FP Mailing Solutions
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Deliver To: <input type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Franklin, County of	
Department:	
Street: 400 E. Locust Ste. 105A	
City: Union	County: Franklin
State: MO	Zip: 63084
Tel: 636-584-6240	Fax: 636-583-6348
E-mail: purchasing@franklinmo.net	
Contact Name: Shakira Bray	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P400C	PostBase Vision A5 PSD *	included	<input type="checkbox"/> Electronic Billing
1	UNL	Unlimited Resets	included	<input checked="" type="checkbox"/> Paper Billing
1	RGPOST	PostBase RateGuard	included	Rental Billing Frequency (select one)
		*Equipment & Attributes must be purchased separately		<input type="checkbox"/> Annual Billing
		(INCLUDED IN LEASE PAYMENT)		<input type="checkbox"/> Semi-Annual
				<input type="checkbox"/> Quarterly Billing
Term of Contract: 63 months*			Total Monthly Payment	\$

Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative: X		Selling Dealer Name: MarXam LLC	Dealer #: 3430
Tel: 636-584-6240		Address: 732 Crown Industrial Court, Chesterfield MO 63005	
Tax ID: X	State: X	Tel: 636-532-2525	Fax: 877-384-0086
Authorized Signature: X		Sales Representative Name: Fred Max-Vice President	
Date: X		Servicing Dealer Name: MarXam	Svc. Dealer #: 3430

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminal Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: 600027704	<input type="checkbox"/> Lease Company: _____ <input type="checkbox"/> Major Account: _____ <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: _____ <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input checked="" type="checkbox"/> Tax-Exempt (Certificate Attached)
---	--	---

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("GreatAmerica") and Franklin, County of _____ ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number _____ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE

GREATAMERICA'S SIGNATURE

GreatAmerica Financial Services Corporation			
	SIGNATURE	PRINT NAME & TITLE	DATE



Commission Order No. 2020-436

Third Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Amendment

IN THE MATTER OF REPEALING COMMISSION ORDER NO. 2020-135

WHEREAS, prior hereto the Franklin County Commission executed Commission Order No. 2020-135 in the matter of accepting an offer from David L. Crabtree and Shelly L. Crabtree to purchase certain real property from Franklin County and authorizing a Trustee's Deed in order to convey such property; and

WHEREAS, David L. Crabtree and Shelly L. Crabtree have refused to remit the payment to purchase the subject property for the sum of \$450.00; and

IT IS THEREFORE ORDERED by the County Commission that Commission Order No. 2020-135 is hereby repealed.

IT IS FURTHER ORDERED that a copy of this Order be provided to David L. Crabtree and Shelly L. Crabtree; Donald Wurdack, Trustee; Tom Copeland, Assessor; Doug Trentmann, Collector; and Jennifer Metcalf, Recorder of Deeds.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Commission Order No. 2020-437

Third Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Amendment

IN THE MATTER OF REPEALING COMMISSION ORDER NO. 2020-321

WHEREAS, prior hereto the Franklin County Commission executed Commission Order No. 2020-321 in the matter of accepting an offer from Charles L. Peters and Judy K. Peters to purchase certain real property from Franklin County and authorizing a Trustee's Deed in order to convey such property; and

WHEREAS, Charles L. Peters and Judy K. Peters have refused to remit the payment to purchase the subject property for the sum of \$10,451.90; and

IT IS THEREFORE ORDERED by the County Commission that Commission Order No. 2020-321 is hereby repealed.

IT IS FURTHER ORDERED that a copy of this Order be provided to Charles L. Peters and Judy K. Peters; Donald Wurdack, Trustee; Tom Copeland, Assessor; Doug Trentmann, Collector; and Jennifer Metcalf, Recorder of Deeds.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Trustee's Sale / Taxes

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

WHEREAS, by virtue of a tax sale Franklin County acquired title to Block 1 of Angerer ALT2, 260 North Main Street St. Clair, Missouri 63077; and

WHEREAS, the total amount of taxes, interest, and fees charged against said parcel is \$10,451.90; and

WHEREAS, James Rice has expressed an interest in acquiring the property from Franklin County for a portion of the taxes and fees charged against the property; and

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

IT IS THEREFORE ORDERED by the Franklin County Commission that the offer of James Rice to purchase the subject property for the sum of \$10,451.90, said sum consisting of back taxes, interests, and costs of \$9,501.73, and a Trustee's Commission of \$950.17.

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

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

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

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

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

In the Franklin County Court

State of Missouri)
)
County of Franklin)

Donald Wurdack, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 10,451.90 for the following property situated in Franklin County, Missouri, to-wit:

22-7-25.0-3-005-030.00
Pt Blk 1 Second Alteration of Ansen's Add
260 N. Main Street St Clair MO 63077

That said offer was made by JAMES RICE
The undersigned petitions the Honorable County Court to order the sale of said property to
JAMES RICE
For the price and sum aforesaid.

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

Accrued taxes, interest and costs	\$9,501.73
Collector's Deed	
Record Collector's Deed	
Trustee's Commission	\$950.17
Overage-Surplus Amount to General Revenue	
TOTAL:	\$10,451.90



Donald Wurdack,
Trustee of Franklin County, Missouri

* NOTE: This is second offer on this property
see prior commission Order attached

04-7-35.0-1-001-087.000	0.000	PT 3	18	E B HAMMACK ADDN 3	CATAWBA ST NEW HAVEN 63068	1001171	396.82	39.682	436.502
22-7-25.0-3-005-030.000	0.000	LEG	1	ANGERER ALT2	260 N MAIN ST ST CLAIR 63077	1914406	9501.73	950.173	10451.9
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	849.88	84.988	934.868
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	537.44	53.744	591.184
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	1684.54	168.454	1852.994
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	356.47	35.647	392.117
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	397.77	39.777	437.547
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	3723.28	372.328	4095.608
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	353.22	35.322	388.542
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	529.83	52.983	582.813
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	645.81	64.581	710.391
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	614.08	61.408	675.488
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	444.99	44.499	489.489
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	525.36	52.536	577.896
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	578.29	57.829	636.119
29-1-02.0-3-004-407.000	0.000	18	11	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1914451	608.41	60.841	669.251
29-1-02.0-4-001-018.000	0.000	40	19	LAKE ST CLAIR 16-25	COUNTRY AIR DR ST CLAIR 63077	1914400	796.64	79.664	876.304
29-1-02.0-4-001-102.000	0.000	9	23	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1914399	609.36	60.936	670.296
29-1-02.0-4-002-286.000	0.000	16	L	LAKE ST CLAIR L,M	LILAC LN ST CLAIR 63077	1914397	746.1	74.61	820.71
29-1-11.0-2-002-082.000	0.000	42	28	LAKE ST CLAIR2-29&31	ROLLING HILLS LN ST CLAIR 63077	1914396	843.5	84.35	927.85
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	687.49	68.749	756.239
30-3-05.0-2-001-050.000	0.000	16	5	LAKE THUNDERBIRD	CONDOR ST CLAIR 63077	1814074	556.77	55.677	612.447
30-3-05.0-2-001-064.000	0.000	1	5	LAKE THUNDERBIRD	THUNDERBIRD DR ST CLAIR 63077	1814075	550.41	55.041	605.451
30-3-05.0-2-001-297.000	0.000	8	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1714919	490.57	49.057	539.627
30-3-05.0-2-001-303.000	0.000	14	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1814115	489.23	48.923	538.153
30-4-17.0-1-001-001.000	0.000	122		PINEY PARK TERRACE	VIRGINIA MINES RD ST CLAIR 63077	1614752	511.76	51.176	562.936
30-4-17.0-1-001-002-000	0.000	121		PINEY PARK TERRACE	VIRGINIA MINES RD ST CLAIR 63077	1914435	523.65	52.365	576.015
30-4-17.0-1-001-069.000	0.000	74		PINEY PARK TERRACE	OAK ST ST CLAIR 63077	1914429	484.07	48.407	532.477
30-4-17.0-1-001-091.000	0.000	108		PINEY PARK TERRACE	PINE ST ST CLAIR 63077	1914449	482.29	48.229	530.519
30-4-17.0-1-001-092.000	0.000	107		PINEY PARK TERRACE	PINE ST ST CLAIR 63077	1914450	482.29	48.229	530.519
30-4-17.0-1-001-113.000	0.000	138		PINEY PARK TERRACE	PINE ST CLAIR 63077	150-00290	2.36	0.236	2.596
30-4-17.0-1-001-119.000	0.000	144		PINEY PARK TERRACE	PINE ST ST CLAIR 63077	1814085	471.14	47.114	518.254
30-4-17.0-1-001-120.000	0.000	145		PINEY PARK TERRACE	PINE ST ST CLAIR 63077	1814344	469.45	46.945	516.395
30-4-17.0-1-001-145.000	0.000	168		PINEY PARK TERRACE	HICKORY ST ST CLAIR 63077	1221283	306.23	30.623	336.853

112.91

3 6931-1

35221

James Rice
6909 Pond Ford Road
St. Clair, MO 63077
636-629-6565

September 21, 2020

Mr. Richard Wurdack
Franklin County Title Company
301 S. Church Street
Union, MO 63084

Mr. Wurdack,

I, James Rice, wish to offer the amount of \$10,451.90 to purchase the real estate property as described below from Franklin County, Missouri.

Parcel - 22-7-25.0-3-005-030.000
Subdivision - Angerer Alt2
Situs - 260 N Main Street, St. Clair, MO 63077

If you have any questions, I can be reached at 636-629-6565 or 314-574-6420.

Sincerely,



James Rice



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 29, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AGREEMENT WITH SERVPRO
OF FRANKLIN COUNTY**

WHEREAS, Franklin County is in need of mold damage repair services for the Franklin County Historical Courthouse; and

WHEREAS, SERVPRO of Franklin County has agreed to perform such services for the cost not to exceed \$72,273.00 as shown in the Agreement attached hereto and incorporated by reference herein; and

WHEREAS, Section 3-106 of the Franklin County Purchasing Department Policy Manual authorizes the Purchasing Agent to make and authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances; and

WHEREAS, the County Commission hereby finds and determines that is in the best interest of Franklin County to approve the Agreement with SERVPRO of Franklin County and authorized the execution thereof.

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

IT IS FURTHER ORDERED that a copy of the executed Agreement and a copy of this Order be provided to SERVPRO of Franklin County; Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



of Franklin County
2B Truman Ct., Union MO 63084

This agreement is made this date 9/16/2020 by and between SERVPRO of Franklin County, 2B Truman Ct., Union, MO. 63084(hereinafter "Contractor") Franklin County Maintenance Department 300 E Main, Union Mo. 63084 (hereinafter "Owner").

WITNESSETH

The owner does hereby employ the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the construction of Mold damage repair per the **Scope of Contractor** and agreed estimate at 300 E Main, Union Mo. 63084. Total sum without additions \$2,133 for Recon and \$24,690 for Mitigation. All additional work beyond the current scope would be an addition and, also require a Change order. Any Material overages would have to be added to the total.

The Contractor shall commence the work to be performed At first availability from the date of the signed contract..

The Contractor shall carry liability insurance with the limits of \$1,000,000 per occurrence and \$100,000 each accident Workman's Compensation insurance and shall provide Owner with proof of such insurance.

Hold Harmless

The Contractor agrees to defend, indemnify and hold the owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the construction Contract. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

Change Orders

The Contractor and Owner agrees not to make any changes in the schedule of work, design, or of the specifications without written authorization by the Owner.

Any change order by Owner after the contract is signed will result in a \$75 per change expense plus the entire amount of the change. A change order form must be signed to make the change valid.

Terms

- (1) \$26,823 Payment to order material and begin work
On completion and Satisfaction of work.

We accept Visa and MasterCard payments too. Failure to pay the invoice will subject you to paying the finance charge plus all related attorney's fees for collection of the unpaid amount. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in the contract. Failure to secure lien waivers may result in your paying for labor and material twice. In addition, Servpro of Franklin County reserves the right to file liens on your property for all unpaid amounts.

Owner Date

Contractor Date

Like it never even happened.

Office 636-583-5200
Cell 314-581-3620
Fax 636-583-5204



SERVPRO® of Franklin County

2 Truman Ct., Union, MO 63084

Franklin County Maintenance
300 E Main st
Union, MO 63084
9/15/2020
Attn: Tony Henry

Re: Mold Mitigation Estimate

SCOPE OF WORK.

- The Conference Room as well as all surfaces in rear area of Public Defenders offices will be HEPA vacuumed, cleaned, and disinfected with an EPA approved Fungicide/Disinfectant. Per S520 standards
- The Conference room Ceiling will have to be removed and discarded the Grid will be cleaned per protocol
- All material removed is bagged in 6 millimeter poly bags for safe removal and disposal.
- In the Conference room the ceiling and walls will be sealed with an EPA Approved Antimicrobial Sealant per s520 standards
- Workers will wear personal protective equipment (PPE) consisting of respirators, safety glasses, gloves and disposable suits when actually removing mold contaminated materials, if necessary.
- We will enclose the work area with 6 mil plastic so that the mold spores will remain inside the work area.
- High Efficiency Particulate Air (HEPA) equipped fan(s) will be used to create negative pressure inside the work area. After the mold related work is completed – we will then use the same HEPA equipped fans to scrub the air in the work area for an additional period of time.
- Owner will supply necessary electric and water necessary for us to accomplish our project tasks.
- Work areas will be vacuumed using a high efficiency particulate air (HEPA) equipped vacuum after removal is completed and prior to removing any plastic enclosures.
- Workers are trained to handle and contain mold.
- All waste generated from this project will be packaged in 6 mil, plastic bags, wrapped packages, or containers and disposed in an appropriate landfill.
- Servpro of Franklin County will not be responsible for surfaces where re-growth appears if the original moisture problem is not rectified, or, if a new moisture source occurs. Our work is to clean up the mold contamination and not to solve the cause of the moisture problem.
- This bid does not include the cost to re-build.

Like it never even happened.

Office 636-583-5200

Fax 636-583-5204



SERVPRO® of Franklin County

2 Truman Ct., Union, MO 63084

Price includes all labor, material, supplies, equipment and supervision necessary to complete the project.

Work is to be Performed during REGULAR business hours

If work is to be completed under a time constraint we reserve the right to re-estimate based on circumstance if needed.

If additional testing is done, we reserve the right to re-estimate and scope based on the testing protocol.

- Payment will be made in 50% at start and 50% at completion of service.
- We accept Visa and MasterCard payments too.**Using credit card for payment will require a 3% surcharge** Failure to pay the invoice will subject you to paying the finance charge plus all related attorneys fees for collection of the unpaid amount. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic’s Lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for “Lien Waivers” from all persons supplying material or services for the work described in the contract. Failure to secure lien waivers may result in your paying for labor and material twice. In addition, Servpro of Franklin County reserves the right to file liens on your property for all unpaid amounts.

Original estimate \$44,450

Cost to complete Remediation**\$24,690**

Recon.....**\$2,133**

By signing you are agreeing to the terms and scope of work.

Customer Sign _____ **Date** _____

Like it never even happened.

Office 636-583-5200

Fax 636-583-5204



Franklin County Maintenance
300 E Main st
Union, MO 63084
9/23/2020
Attn: Tony Henry

Re: Mold Mitigation Estimate

SCOPE OF WORK.

- The Basement will be HEPA vacuumed, cleaned, and disinfected with an EPA approved Fungicide/Disinfectant. Per S520 standards
- All material removed is bagged in 6 millimeter poly bags for safe removal and disposal.
- Boxes and paper work are typically not salvageable when dealing with mold growth These items will be exterior cleaned and contained if testing is required.
- Workers will wear personal protective equipment (PPE) consisting of respirators, safety glasses, gloves and disposable suits when actually removing mold contaminated materials, if necessary.
- We will enclose the work area with 6 mil plastic so that the mold spores will remain inside the work area.
- High Efficiency Particulate Air (HEPA) equipped fan(s) will be used to create negative pressure inside the work area. After the mold related work is completed – we will then use the same HEPA equipped fans to scrub the air in the work area for an additional period of time.
- Owner will supply necessary electric and water necessary for us to accomplish our project tasks.
- Work areas will be vacuumed using a high efficiency particulate air (HEPA) equipped vacuum after removal is completed and prior to removing any plastic enclosures.
- Workers are trained to handle and contain mold.
- All waste generated from this project will be packaged in 6 mil, plastic bags, wrapped packages, or containers and disposed in an appropriate landfill.
- Servpro of Franklin County will not be responsible for surfaces where re-growth appears if the original moisture problem is not rectified, or, if a new moisture source occurs. Our work is to clean up the mold contamination and not to solve the cause of the moisture problem.
- This bid does not include the cost to re-build.

Price includes all labor, material, supplies, equipment and supervision necessary to complete the project.

Work is to be Performed during REGULAR business hours

Like it never even happened.

Office 636-583-5200

Fax 636-583-5204



SERVPRO® of Franklin County

2 Truman Ct., Union, MO 63084

If work is to be completed under a time constraint we reserve the right to re-estimate based on circumstance if needed.

If additional testing is done, we reserve the right to re-estimate and scope based on the testing protocol.

- Payment will be Decided between customer and Servpro
- We accept Visa and MasterCard payments too.**Using credit card for payment will require a 3% surcharge** Failure to pay the invoice will subject you to paying the finance charge plus all related attorneys fees for collection of the unpaid amount. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic’s Lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for “Lien Waivers” from all persons supplying material or services for the work described in the contract. Failure to secure lien waivers may result in your paying for labor and material twice. In addition, Servpro of Franklin County reserves the right to file liens on your property for all unpaid amounts.

BASEMENT

Original estimate \$66,947

Cost to complete Remediation**\$45,450.00**

By signing you are agreeing to the terms and scope of work.

Customer Sign

Date

Like it never even happened.

Office 636-583-5200

Fax 636-583-5204

§3-104 Small Purchases (under \$6,000 in a 90-day period).

(1) The requesting department shall verify with the Purchasing Agent that the County hasn't expended in excess of \$6,000 in a 90-day period with the vendor.

(2) For any purchase totaling \$3,000 - \$6,000 the requesting department shall obtain at least three quotes from the Purchasing Agent.

(3) The requesting department shall initiate a purchase order and obtain approval from the department head or Administrative Agent. The purchase order shall be delivered to the Auditor for certification of available funds. The purchase order will then be delivered to the Purchasing Agent.

(4) The Purchasing Agent may require the requesting department to obtain quotes from multiple vendors for any purchase including all purchases under \$6,000.

§3-105 Sole Source Procurement.

A contract of a value in excess of \$6000 in a 90-day period may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The Purchasing Agent shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The Purchasing Agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing Agent shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors.

§3-106 Emergency Procurements.

Notwithstanding any other provisions of this Policy, and by direction of the County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of each emergency procurement shall be made and maintained by the Purchasing Agent and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

§3-107 Cancellation of Request for Bid or Request for Proposal.

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 2020
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH MR. ROOTER PLUMBING

WHEREAS, Franklin County is in need of roof drain pipe damage repair services for the Franklin County Historical Courthouse; and

WHEREAS, Mr. Rooter Plumbing has submitted a Quotation for Services to perform such services for the cost not to exceed \$7,573.75 as shown in the Quotation of Services attached hereto and incorporated by reference herein; and

WHEREAS, Section 3-106 of the Franklin County Purchasing Department Policy Manual authorizes the Purchasing Agent to make and authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances; and

WHEREAS, the County Commission hereby finds and determines that is in the best interest of Franklin County to approve an Agreement for said services with Mr. Rooter Plumbing and authorized the execution thereof.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the proposed Agreement with Mr. Rooter Plumbing is hereby approved and that Presiding Commissioner, Tim Brinker, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of the executed Agreement and a copy of this Order be provided to Mr. Rooter Plumbing; Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Contact Us

1

\$5,253.75
Your Price

Summary

The first is to dig up the portion of the pipe between the cleanout and the sidewalk that is holding water. We will dig up, regrade as necessary to correct the slope issue, compact the backfill and seed and straw. We are assuming that the gutter lines that tie into this line can be raised up to match the new grade without running new line all the way back to the building.



991003

Your Price
\$5,253.75

Addl Plumbing Service(Labor & Material)

Subtotal

\$5,253.75

Tax

\$0.00

Accept Now



Contact Us

2

\$2,320.00
Your Price

Summary

The second option is to dig up the section of pipe across the sidewalk and repair the one spot that we noticed water leaving the pipe. We would also install a cleanout at this location, compact the backfill and seed and straw.



991003

Your Price
\$2,320.00

Addl Plumbing Service(Labor & Material)

Subtotal

\$2,320.00

Tax

\$0.00

Accept Now

§3-104 Small Purchases (under \$6,000 in a 90-day period).

(1) The requesting department shall verify with the Purchasing Agent that the County hasn't expended in excess of \$6,000 in a 90-day period with the vendor.

(2) For any purchase totaling \$3,000 - \$6,000 the requesting department shall obtain at least three quotes from the Purchasing Agent.

(3) The requesting department shall initiate a purchase order and obtain approval from the department head or Administrative Agent. The purchase order shall be delivered to the Auditor for certification of available funds. The purchase order will then be delivered to the Purchasing Agent.

(4) The Purchasing Agent may require the requesting department to obtain quotes from multiple vendors for any purchase including all purchases under \$6,000.

§3-105 Sole Source Procurement.

A contract of a value in excess of \$6000 in a 90-day period may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The Purchasing Agent shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The Purchasing Agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing Agent shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors.

§3-106 Emergency Procurements.

Notwithstanding any other provisions of this Policy, and by direction of the County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of each emergency procurement shall be made and maintained by the Purchasing Agent and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

§3-107 Cancellation of Request for Bid or Request for Proposal.

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 29, 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 September 29, 2020 addressing the below listed items is hereby approved, to wit:

- Liquor Licenses:** Captain, Gas and More
GRAZE LLC – October 4, 2020
- Abstract of Fees:** Public Administrator Fees – September 2020
- Auctioneer Licenses:** Dunker Auction – September 22, 2020 – September 22, 2021
- Other:** Treasurer’s Report – August 2020
Investment Report – August 2020

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

721

APPLICATION FOR AUCTIONEER'S LICENSE
(CHAPTER 343 RSMo and H.B. 1170 Rev. 1978)

FILED
TIM BAKER

STATE OF MISSOURI
County of Franklin

SEP 22 2020

To the Collector of Revenue of Franklin County, Missouri:

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

The undersigned, Robert A. Dunker
(Print name of person signing application)
doing business as Dunker Auction whose principle
(Firm Name)
business office address is: 4004 Hwy 185
(Street or Route)
in the City of New Haven Zip 63068 and County of Franklin, in
the State of Missouri, hereby makes application for a Public Auctioneer License for the
Period of:

(Check one) Ten Days; One Month; Three Mths; Six Mths; Twelve Mths.
Ending on 9-22-2021, under and subject to the provisions of
(Expiration date)

Chapter 343 RSMo and H.B. 1170 Rev. 1978.

Applicant hereby agrees every person who shall violate any of the provisions of this chapter is guilty of a misdemeanor, and, upon conviction, shall be punished by a fine of not less than twenty or more than five hundred dollars, and shall be disqualified from exercising the rights or pursuing the business of an auctioneer for a period of one year from the date of his conviction. After January 1, 1979, every person who shall violate any of the provisions of this chapter is guilty of a Class C misdemeanor and shall be disqualified from exercising the rights or pursuing the business of an auctioneer for a period of one year from the date of his conviction.

It is also expressly understood and agreed that the license granted to me may be revoked 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 the city concerning said business of Public Auctioneering, and upon revocation thereof I shall not be entitled to a refund in whole or in part of the fee paid for this license.

Robert A. Dunker
(Signature)

636-390-1805
(Phone Number)

If you would like a yearly reminder notice please provide email or mailing address.

APPLICATION FOR COUNTY LIQUOR LICENSE

9/24/2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer AMELIA A TIMMS

FILED
TIM BAKER

Company GRAZE LLC

SEP 28 2020

D/B/A (Business Name) _____

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 10/4/2020 SILVER OAKS CHATEAU

For a Catering or Picnic License -- Address of Event 1168 MO 100, PACIFIC, MO 63069

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

<u>409 E OSAGE ST.</u>	<u>PACIFIC</u>	<u>MO</u>	<u>63069</u>
Business Address	City	State	Zip Code

_____	_____	_____	_____
Mailing Address (if different than Business Address)	City	State	Zip Code

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

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

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

I hereby tender the sum of \$ 1300 as payment of the fee required by this license.

Amelia Timms
Signature of State Applicant / Managing Officer

636-628-6024 / tasteofgraze@gmail.com
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

Tim Baker
(County Clerk signature)

R	F	<input checked="" type="checkbox"/>	A	B	S	<input checked="" type="checkbox"/>	In Office Use
---	---	-------------------------------------	---	---	---	-------------------------------------	---------------

#381

APPLICATION FOR COUNTY LIQUOR LICENSE

9.24.2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer Sam Hamed

Company Nasser and Sam LLC

SEP 24 2020

D/B/A (Business Name) Captain 1 Gas and more

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: 7 Days Full Package

6364 Hwy V Union MO 63084
Business Address City State Zip Code

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

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

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

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

I hereby tender the sum of \$ 253.00 (pro-rated) as payment of the fee required by this license.

Sam Hamed
Signature of State Applicant / Managing Officer

636-221-2512 AS81F2003@yahoo.com
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

Timothy A. Baker
(County Clerk signature)

R F A B S In Office Use # 14

MEMO

TO: Tim Brinker
Dave Hinson
Todd Boland

From: Debbie Aholt

Date: 9/22/2020

Subject: Monthly Treasurer's Report
Monthly Investment Report

These reports cover the period of August 2020

I will be more than happy to go over any questions you may have. I can be reached at extension 6392.



INVESTMENT REPORT
 PREPARED BY: DEBBIE AHOLT, FRANKLIN COUNTY TREASURER
 August-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		21,228.14	7,767.26	0.00	2,378.92	160.40	0.00	2,539.32
<i>880 fund quarterly interest</i>		0.00	0.00	0.00	0.88	0.00	0.00	0.88
GENERAL REVENUE		20,583,616.86	20,601,399.62	0.00	104,358.12	8,945.64	0.00	113,303.76
PAYROLL		102,267.27	1,085.08	0.00	504.71	16.80	0.00	521.51
SHERIFF REVOLVING		267,566.69	276,480.16	0.00	1,132.89	115.75	0.00	1,248.64
EQUITABLE SHARING		134,623.80	136,683.59	0.00	665.22	57.70	0.00	722.92
PUBLIC CHARGES		3.05	4.70	0.00	30.31	4.70	0.00	35.01
CARES COVID-19		11,924,658.56	11,606,228.43	0.00	3,500.26	970.01	0.00	4,470.27
HAVA CARES COVID-19		60,021.32	56,903.63	0.00	4.12	0.99	0.00	5.11
BKNY 2018 LEASE		0.00	0.00	0.00	1,651.11	0.00	0.00	1,651.11
BKNY 2019 COI		0.00	0.00	0.00	4.58	0.00	0.00	4.58
BKNY 2019A PROJECT		8,614,322.03	7,769,518.50	0.00	80,515.80	78.31	0.00	80,594.11
BKNY 2019B LEASE		43.97	43.97	0.00	47.71	0.00	0.00	47.71
TREASURER'S FUND		496,211.32	612,482.45	0.00	2,346.31	238.09	0.00	2,584.40
CERF		9.48	4.26	0.00	148.13	4.26	0.00	152.39
PA ADMIN		12,676.10	13,483.99	0.00	57.09	5.63	0.00	62.72
MUNICIPAL COURT*		6,467.37	11,745.09	0.00	0.00	0.00	0.00	0.00
TOTALS		42,223,715.96	41,093,830.73	0.00	197,346.16	10,598.28	0.00	207,944.44
GENERAL REVENUE		4,248,737.73	2,737,990.06	0.00	22,378.58	1,435.42	0.00	23,814.00
<i>100 fund BKNY INTEREST</i>		0.00	0.00	0.00	9.06	0.00	0.00	9.06
GEN FUND REST SR08		19,011.75	19,011.75	0.00	0.00	0.00	0.00	0.00
EMERGENCY FUND		3,001,066.92	3,002,422.79	0.00	14,573.33	1,355.87	0.00	15,929.20
ROAD & BRIDGE		5,217,332.94	5,183,200.69	0.00	26,075.27	2,312.37	0.00	28,387.64
ROAD & BRIDGE/REST		3,479.61	3,479.61	0.00	27.20	0.00	0.00	27.20
ASSESSMENT FUND		222,226.31	158,070.19	0.00	1,846.13	85.42	0.00	1,931.55
UNEMP TAX EQUAL		161,519.30	161,592.27	0.00	785.52	72.97	0.00	858.49
CAPITAL IMPROVE.		420,201.91	420,391.76	0.00	2,043.52	189.85	0.00	2,233.37
CAP IMPROV. SR08 CASH		131.04	131.04	0.00	0.00	0.00	0.00	0.00
BUILDING FUND		1,492,439.62	1,493,113.90	0.00	8,446.71	674.28	0.00	9,120.99
BLDG FUND/RESTRICT		1,514.33	1,514.33	0.00	11.45	0.00	0.00	11.45
COVID CARES ACT		11,924,658.56	11,606,228.43	0.00	3,500.26	970.01	0.00	4,470.27
HAVA CARES ACT		60,021.32	56,903.63	0.00	4.12	0.99	0.00	5.11
ELECTION EQUIP.		174,493.36	174,572.20	0.00	827.54	78.84	0.00	906.38
LAW ENF TRAIN		61,524.89	62,817.06	0.00	280.36	28.17	0.00	308.53
FAMILY ACCESS		94.23	(10,720.99)	0.00	29.73	0.00	0.00	29.73
TREATMENT COURT		81,442.55	85,430.54	0.00	342.90	37.99	0.00	380.89
LAW ENF RESTITUTION		15,985.97	17,138.45	0.00	70.10	7.48	0.00	77.58
EQUITABLE SHARING		134,623.80	136,683.59	0.00	665.22	57.70	0.00	722.92
LAW ENF TAX TRUST		1,025,917.78	2,425,960.64	0.00	7,925.36	879.81	0.00	8,805.17
PROP P 621		327,326.98	290,051.42	0.00	825.82	85.49	0.00	911.31
PROP P 622		10,585,851.72	10,020,890.64	0.00	10,240.84	994.85	0.00	11,235.69
<i>822 fund BKNY INTEREST</i>		0.00	0.00	0.00	82,171.49	78.31	0.00	82,249.80
INMATE SECURITY		242,450.85	244,027.58	0.00	1,570.41	109.87	0.00	1,680.28
COLL TAX MAINT		266,028.75	284,051.83	0.00	1,351.56	124.32	0.00	1,475.88
SHERIFF REVOLVING		267,566.69	276,480.16	0.00	1,132.89	115.75	0.00	1,248.64
SHERIFF CIVIL FEES		176,129.93	181,911.57	0.00	744.99	80.37	0.00	825.36
COUNTY 911		329,676.04	270,527.48	0.00	2,260.44	119.46	0.00	2,379.90
P A TRAINING		19,639.98	20,750.54	0.00	80.03	9.28	0.00	89.31
ELECTION SERV		121,857.87	121,782.90	0.00	531.76	55.03	0.00	586.79
DOMESTIC VIOLENCE		13,124.56	13,545.58	0.00	57.87	6.02	0.00	63.89
HEALTH DEPT.		307,211.36	251,729.54	0.00	1,698.83	127.43	0.00	1,826.26
RECORD PRESERV.		309,009.58	316,971.40	0.00	1,408.18	140.78	0.00	1,548.96
BAD CHECK FUND		31,662.94	32,478.81	0.00	140.80	14.49	0.00	155.29
<i>880 fund PA QTRLY INTEREST</i>		0.00	0.00	0.00	0.88	0.00	0.00	0.88
MUNICIPAL COURT		226,430.03	244,042.69	0.00	735.48	101.68	0.00	837.16
CLEARING FUND		217,960.49	150,940.86	0.00	0.00	0.00	0.00	0.00
PAYROLL CLEARING		0.00	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
School Interest		419,748.71	483,004.62	0.00	2,007.03	198.69	0.00	2,205.72
Forfeiture		13,047.44	13,053.07	0.00	44.72	5.63	0.00	50.35
Overplus Land (interest to scl)		61,818.07	116,424.76	0.00	294.56	33.77	0.00	328.33
Depty Sheriff Salary		1,597.10	0.00	0.00	0.00	0.00	0.00	0.00
Cerf		9.48	4.26	0.00	148.13	4.26	0.00	152.39
Pa Admin		12,676.10	13,483.99	0.00	57.09	5.63	0.00	62.72
* Municipal Court		6,467.37	11,745.09	0.00	0.00	0.00	0.00	0.00
GRAND TOTALS		42,223,715.96	41,093,830.73	0.00	197,346.16	10,598.28	0.00	207,944.44

*Note: Non-interest bearing accounts

TREASURER'S REPORT

777000 FUNDS	PREV. BALANCE	RECEIPTS	DISBURSE	CHECK BALANCE	C/D AMOUNT	TOTAL FUND
GENERAL REVENUE	4,248,737.73	814,917.21	2,325,664.88	2,737,990.06	0.00	2,737,990.06
GEN FUND REST SR08	19,011.75	0.00	0.00	19,011.75	0.00	19,011.75
EMERGENCY FUND	3,001,066.92	1,355.87	0.00	3,002,422.79	0.00	3,002,422.79
ROAD & BRIDGE	5,217,332.94	834,092.17	868,224.42	5,183,200.69	0.00	5,183,200.69
ROAD & BRIDGE/REST	3,479.61	0.00	0.00	3,479.61	0.00	3,479.61
ASSESSMENT FUND	222,226.31	4,235.01	68,391.13	158,070.19	0.00	158,070.19
UNEMP TAX EQUAL	161,519.30	72.97	0.00	161,592.27	0.00	161,592.27
CAPITAL IMPROVE.	420,201.91	189.85	0.00	420,391.76	0.00	420,391.76
CAP IMPROV. SR08 CA	131.04	0.00	0.00	131.04	0.00	131.04
BUILDING FUND	1,492,439.62	674.28	0.00	1,493,113.90	0.00	1,493,113.90
BLDG FUND/RESTRICT	1,514.33	0.00	0.00	1,514.33	0.00	1,514.33
CARES COVID-19	11,924,658.56	4,374.22	322,804.35	11,606,228.43	0.00	11,606,228.43
HAVA CARES COVID-19	60,021.32	0.99	3,118.68	56,903.63	0.00	56,903.63
ELECTION EQUIP.	174,493.36	78.84	0.00	174,572.20	0.00	174,572.20
LAW ENF TRAIN	61,524.89	1,292.17	0.00	62,817.06	0.00	62,817.06
FAMILY ACCESS	94.23	2,143.00	12,958.22	(10,720.99)	0.00	(10,720.99)
TREATMENT COURT	81,442.55	4,002.99	15.00	85,430.54	0.00	85,430.54
LAW ENF RESTITUTION	15,985.97	1,152.48	0.00	17,138.45	0.00	17,138.45
EQUITABLE SHARING	134,623.80	2,059.79	0.00	136,683.59	0.00	136,683.59
LAW ENF TAX TRUST	1,025,917.78	2,431,189.82	1,031,146.96	2,425,960.64	0.00	2,425,960.64
PROP P COMPENSAT	327,326.98	290,031.42	327,306.98	290,051.42	0.00	290,051.42
PROP P JAIL/EMA	10,585,851.72	291,019.08	855,980.16	10,020,890.64	0.00	10,020,890.64
INMATE SECURITY	242,450.85	1,576.73	0.00	244,027.58	0.00	244,027.58
COLL TAX MAINT	266,028.75	18,073.58	50.50	284,051.83	0.00	284,051.83
SHERIFF REVOLVING	267,566.69	9,588.50	675.03	276,480.16	0.00	276,480.16
SHERIFF CIVIL FEES	176,129.93	6,226.24	444.60	181,911.57	0.00	181,911.57
COUNTY 911	329,676.04	56,100.68	115,249.24	270,527.48	0.00	270,527.48
P A TRAINING	19,639.98	1,110.56	0.00	20,750.54	0.00	20,750.54
ELECTION SERV	121,857.87	55.03	130.00	121,782.90	0.00	121,782.90
DOMESTIC VIOLENCE	13,124.56	421.02	0.00	13,545.58	0.00	13,545.58
HEALTH DEPT.	307,211.36	53,187.61	108,669.43	251,729.54	0.00	251,729.54
RECORD PRESERV.	309,009.58	8,011.82	50.00	316,971.40	0.00	316,971.40
BAD CHECK FUND	31,662.94	815.87	0.00	32,478.81	0.00	32,478.81
MUNICIPAL COURT	226,430.03	37,724.18	20,111.52	244,042.69	0.00	244,042.69
CLEARING FUND	217,960.49	150,940.86	217,960.49	150,940.86	0.00	150,940.86
PAYROLL CLEARING	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
TOTALS	41,708,351.69	5,026,714.84	6,278,951.59	40,456,114.94	0.00	40,456,114.94

777000 FUNDS CHECK	PREV. BALANCE	DEPOSIT	DISBURSE	TRANSFER	ADJ	BOOK BALANCE	OUTSTANDING	ADD'L G/S CHECKS	ADJ	BANK BALANCE
FSCB-OPERATING ACC	21,228.14	406,971.46	3,560,496.92	3,140,064.58	0.00	7,767.26	390,051.11	0.00	0.00	397,818.37
FSCB-GENERAL REVEI	20,583,616.86	2,788,585.02	2,770,802.26			20,601,399.62	0.00	0.00		20,601,399.62
FSCB-PAYROLL	102,267.27	1,246,328.79	1,347,510.98	0.00	0.00	1,085.08	0.00	0.00	0.00	1,085.08
FSCB-SHERIFF REVOL	267,566.69	9,588.50	675.03		0.00	276,480.16	0.00	0.00	0.00	276,480.16
EQUITABLE SHARING	134,623.80	2,059.79	0.00			136,683.59	0.00	0.00		136,683.59
FSCB-PUBLIC CHARGE	3.05	24,209.35	24,207.70			4.70	0.00	0.00	0.00	4.70
CARES COVID-19	11,924,658.56	4,374.22	322,804.35			11,606,228.43	0.00	0.00	0.00	11,606,228.43
HAVA CARES COVID-19	60,021.32	0.99	3,118.68			56,903.63	0.00	0.00		56,903.63
FSCB-CDBG ACCT	0.00	0.00	0.00			0.00	0.00	0.00		0.00
BKNY 2018 LEASE	0.00	0.00	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	8,614,322.03	78.31	844,881.84			7,769,518.50	0.00	0.00		7,769,518.50
BKNY 2019B LEASE	43.97	0.00	0.00		0.00	43.97	0.00	0.00	0.00	43.97
TOTALS	41,708,351.69	4,482,196.43	8,874,497.76	3,140,064.58	0.00	40,456,114.94	390,051.11	0.00	0.00	40,846,166.05

TREASURER'S REPORT

775000 FUNDS CHECK	PREV. BALANCE	DEPOSITS	DISBURSE	ADJ	BALANCE	OUTSTANDING	ADJ	BANK BAL
FSCB-TREASURERS FU	496,211.32	291,383.09	175,111.96		612,482.45	8,601.54		621,083.99
FSCB-CERF	9.48	88,507.31	88,512.53		4.26	0.00		4.26
FSCB-PA ADMIN	12,676.10	807.89	0.00		13,483.99	250.22		13,734.21
FSCB-MUNICIPAL COU	6,467.37	29,980.43	24,702.71	0.00	11,745.09	1,520.00	200.00	13,065.09
TOTALS	515,364.27	410,678.72	288,327.20	0.00	637,715.79	10,371.76	200.00	647,887.55

NSF CHECK

ENTERPRISE ACCTS	PREV. BAL	DEPOSITS	DISBURSE	BALANCE	OUTSTANDING	BANK BAL
BRUSH CREEK-OPERA	138,024.61	33,137.82	24,611.21	146,551.22	0.00	146,551.22
BRUSH CREEK-RESTR	269,563.87	22.83	0.00	269,586.70	0.00	269,586.70
BRUSH CREEK-ASSET	0.00	0.00	0.00	0.00	0.00	0.00
BRUSH CREEK TOTAL	407,588.48	33,160.65	24,611.21	416,137.92	0.00	416,137.92

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 F	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	483,004.62
FORFEITURE	13,053.07
OVERPLUS	116,424.76
SHERIFF	0.00
MOPS	0.00
TOTAL	612,482.45

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