



# County Commission

## Regular Meeting Agenda

400 East Locust Street, Room 201

Union, MO 63084

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

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Tuesday, December 17, 2019

10:00 AM

Commission Chambers

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### Opening

#### I. Call to Order

#### II. Minutes Approval

1. Tuesday, December 10, 2019
2. Tuesday, December 12, 2019

#### III. Public Request for Discussion/Action

#### IV. Action Items

- a. Commission Order 2019-510** In the Matter of Approving the Maximum Rates for Retiree and Cobra Participants
- b. Commission Order 2019-511** In the Matter of Approving and Authorizing Execution of an Agreement with SEM Applications, Inc.
- c. Commission Order 2019-512** In the Matter of Approving a Membership Application, Service Contract and Utility Easement with Crawford Electric Cooperative, Inc.
- d. Commission Order 2019-513** In the Matter of Amending Commission Order 2019-498 Pertaining to the Application for CAN Healthcare to Provide Physicians Liability Insurance
- e. Commission Order 2019-514** 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
- f. Commission Order 2019-515** In the Matter of Appointing Personnel to Various Positions within Franklin County
- g. Commission Order 2019-516** In the Matter of Accepting a Proposal from Mueller & Neff Real Estate Appraisers and Consultants, Inc. to Provide Appraisal Services for Appeals to the Missouri State Tax Commission
- h. Commission Order 2019-517** In the Matter of Setting the Rate of Compensation for the Franklin County Municipal Court Judge
- i. Commission Order 2019-518** In the Matter of Approving the Quote Submitted by Kaiser Electric to Provide Electrical Upgrades to the Radio Tower Located at Mercy Hospital – Washington

- j. Commission Order 2019-519** In the Matter of Approving and Authorizing Execution of a Contract for Professional Services
- k. Commission Order 2019-520** In the Matter of Awarding the Bid for a Drone for the Franklin County Sheriff's Office
- l. Commission Order 2019-521** In the Matter of Awarding Bids for Contracted Services Recommended by the Purchasing Department
- m. Commission Order 2019-522** 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**



# County Commission

400 East Locust Street, Room 201

Union, MO 63084

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

## Regular Meeting MINUTES

Tuesday, December 10, 2019

10:00 AM

Commission Chambers

### Opening

#### I. Call to Order

Meeting was called to order by Commissioner  
Todd Boland at 10:00 AM

- a. Larry Davis provided an invocation

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker		<input checked="" type="checkbox"/>		
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Tom Copeland, Assessor	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Sheriff Pelton	<input checked="" type="checkbox"/>			
Tim Baker, County Clerk	<input checked="" type="checkbox"/>			
Scottie Eagan, Planning and Zoning	<input checked="" type="checkbox"/>			
Larry Davis	<input checked="" type="checkbox"/>			
Jen Kissinger, Navigate	<input checked="" type="checkbox"/>			
Kevin Meyer, FGM	<input checked="" type="checkbox"/>			
Jere Sheehan, Navigate	<input checked="" type="checkbox"/>			
Lisa Smart	<input checked="" type="checkbox"/>			
Jenny Metcalf, Recorder of Deeds	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Josh Sumner, Missourian	<input checked="" type="checkbox"/>			
Mary Jo Straatmann, Public Administrator	<input checked="" type="checkbox"/>			

#### II. Navigate Building Solutions Presentation

Jen Kissinger, Navigate Building Solutions, recognized and praised the design team and county staff for their diligence and continued efforts to be cost conscious. Kissinger thanks the Commissioners for being good stewards of county tax dollars. Kissinger provided the Commission with an update regarding the Public Safety Facility project to include an update on budget, schedule, next steps/misc. efforts, and construction progress photos.

**III. Minutes Approval**

1. Tuesday, December 3, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

2. Tuesday, December 3, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

3. Tuesday, December 3, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

4. Thursday, December 5, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

5. Thursday, December 5, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

**IV. Public Request for Discussion/Action**

**V. Action Items**

a. **Commission Order 2019-501** In the Matter of Public Notice for Public Hearing on the Approval of the Fiscal Year 2020 Budget for Franklin County

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

b. **Commission Order 2019-502** In the Matter of Approving and Authorizing the Disposition of Unclaimed Weapons by the Franklin County Sheriff's Department to Cedar Falls Tactical, LLC  
**Motion was made by Dave Hinson to table Commission Order 2019-502 for additional time to revise the order language.**

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**c. Commission Order 2019-503** In the Matter of Amending Commission Order 2018-434 to Renew an Agreement with Active 911

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**d. Commission Order 2019-504** In the Matter of Approving and Authorizing Execution of Certain Agreements with Ra-Comm Electronic Security Systems, Inc.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**e. Commission Order 2019-505** In the Matter of Appointing a New Member to the Franklin County Library Board

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**f. Commission Order 2019-506** In the Matter of Approving and Authorizing Execution of an Agreement with Fidar Technologies for APEX Kiosks

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**g. Commission Order 2019-507** In the Matter of Appointment to the Franklin County Planning and Zoning Commission

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**h. Commission Order 2019-508** In the Matter of Approving a Renewal to Cellebrite, Inc. for Criminal Investigative Software

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**i. Commission Order 2019-509** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

<b>Voter Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**VI. Discussion Items and Reports**

**A.** Elected Official and Departmental Reports (as needed)

**B.** Commission Discussion

**VII. Adjournment**

Having no further business motion was made to adjourn at 10:31 PM.

<b>Voter Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



# County Commission

400 East Locust Street, Room 201

Union, MO 63084

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

## Working Session

### MINUTES

Angela Gibson

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Thursday, December 12, 2019

1:00 PM

Commission Conf. Room

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#### I. Call to Order

Attendee Name	Present	Absent	Arrived	Left
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>		1:00 PM	2:00 PM
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		1:00 PM	2:00 PM
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		1:00 PM	2:00 PM
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>		1:00 PM	2:00 PM
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>		1:00 PM	2:00 PM
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>		1:00 PM	1:20 PM

#### II. Commission Weekly Workshop

- a. Discussion was held on upcoming and ongoing action items.
- b. Lauren Drumm presents the Voluntary Life Insurance RFP submitted by Liberty National. Drumm's recommendation is for the Commission to approve the RFP as an added benefit option for the county employees.

#### III. Adjournment

Having no further business meeting adjourned at 2:00 PM.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, December 17, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING THE  
MAXIMUM RATES FOR RETIREE  
AND COBRA PARTICIPANTS**

**WHEREAS**, Franklin County as part of its compensation package provides health insurance to eligible retired elected officials and employees and their families; and

**WHEREAS**, the new Retiree and COBRA maximum rates for 2020 are as follows:

	MAXIMUM RATES
EMPLOYEE ONLY (EE)	\$ 633.41
EMPLOYEE + SPOUSE (EE+S)	\$ 1,217.93
EMPLOYEE + CHILDREN (EE+CH)	\$ 1,083.03
EMPLOYEE + FAMILY (EE+FAM)	\$ 1,807.17

**IT IS THEREFORE ORDERED** that the rates as described above are hereby approved and that Presiding Commissioner is authorized to execute any and all necessary documents on behalf of Franklin County.

**IT IS FURTHER ORDERED**, 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 and that a copy of this Order be provided to Jeff Wilson, Wilson and Company; IPMG; Franklin County Human Resources; and Ann Struttman, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



Commission Order No. 2019-511

Fourth Quarter Term 2019

# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, December 17, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH SEM APPLICATIONS, INC.**

**WHEREAS**, SEM Applications Inc. provides professional services in the form of software programs for estate management; and

**WHEREAS**, the Public Administrator for Franklin County desires to renew the subscription for 2020 for such services in order to better serve the clients of the Public Administrator; and

**WHEREAS**, the annual cost of such program and two licenses is \$950.00 as reflected in the Desktop Application Purchase Agreement attached hereto.

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

**IT IS FURTHER ORDERED** that an executed copy of said Agreement and a copy of this Order be provided to SEM Applications, Inc.; Mary Jo Straatmann, Public Administrator; and Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## EMS DESKTOP APPLICATION ANNUAL AGREEMENT

This Agreement is entered into on 01/01/2020, between SEM Applications, Inc (“Provider”) and Franklin County Public Administrator (“Customer”), with its principal place of business located at 15 South Church Street, Rm 110, Union MO 63084 and shall be effective as from 01/01/2020 (the “Effective Date”) to 12/31/2020.

### Scope of Services

1. Provider has been dedicated to providing quality software solutions for public and private Guardians and Fiduciaries since 1997. The Estate Management Software (EMS) application is the most comprehensive Estate Management software package on the market. Provider’s mission is to provide a complete software solution to meet the specific needs of Guardians, Conservators, and industry-related professionals.
2. Provider realizes the needs and requirements of customers are constantly changing and works to continually enhance EMS to meet those needs while remaining committed to ensuring that customers receive prompt attention in response to emails and calls, 24/7 technical support, and access to online training.
3. The following support services are provided under this agreement: technical support via email and/or phone Mon-Fri 8 am to 5 pm CST, after-hours emergency telephone support, online training as available, and online/remote desktop support scheduled as needed.

### Purchase of License

1. Subject to the terms and conditions herein, Provider hereby issues Customer [3] user license[s] to download/install and execute the EMS Desktop Application Standard Edition on Customer’s PC or Server.

### Use and Access

1. Subject to the use restrictions set forth herein, Customer has agreed to purchase EMS for its intended purpose and in accordance with the specifications set forth in any documentation relating to EMS provided.
2. Customer will use EMS for its internal business purposes only and will not permit EMS to be used by or for the benefit of anyone other than customer and/or their clients. Customer may not modify, translate, reverse engineer, decompile, or create derivative works based upon EMS. Customer agrees to use EMS in a manner that complies with all applicable laws, including intellectual property and copyright laws. Provider expressly reserves all rights not expressly granted to Customer herein.

### Obligations of Provider

1. Provider will notify Customer of any material defects or malfunctions in EMS or related documentation.
2. Provider will, from time to time, and in accordance with the rates and terms set forth in this Agreement, supply Customer with relevant documentation revised to reflect significant updates and enhancements to EMS made by Provider. Such enhancements may include, without limitations, modifications to EMS that increase its speed, efficiency, and/or ease of operation.
3. Provider will give reasonable assistance to Customer in installing and operating any new release or upgrade. Additional training may be provided in accordance with the rates and terms set forth in the Annual Agreement.
4. Provider will correct, within a reasonable time following notification, inherent material errors in EMS that are not caused by Customer misuse or improper use of, alteration, or damage to EMS.

5. Provider will supply Customer with reasonable means of accessing modifications and enhancements to EMS, including compact disk and/or download. Provider is not obligated under this Agreement to perform onsite installation of modifications or enhancements.

### Price and Payment

Customer agrees to purchase EMS from Provider according to the following terms:

1. Total purchase price of \$ N/A for \_\_\_\_\_ license(s), payable in \_\_ payment(s) of \$ \_\_\_\_\_.
  - a. Total purchase price includes 1 yr Annual Agreement valued at \$ \_\_\_\_.
  - b. Annual Agreement includes program upgrades/system enhancements, technical support and training via phone and web, and \_\_\_\_\_ hrs development for system/report customization.
2. If applicable, monthly payment(s) will be made via N/A payable to SEM Applications, Inc. on or before the 1<sup>st</sup> of each month.
3. Provider agrees to perform Data Conversion at a cost of \$ N/A. *Note: Data conversation subject to certain limitations.*
4. Provider reserves the right to deny Customer access to EMS if payment is not received within forty-five (45) days of due date, without expressed permission from Provider. If Provider chooses to permit Customer continued access to EMS, Provider may: (i) remove any discounts placed upon the account and charge the highest published rate for sale or service, and (ii) assess a late payment charge equivalent to ten percent (10%) of the past due balance or fifteen (\$15) dollars, whichever is greater.
5. The fees set forth herein are subject to change at any time. Increase in fees shall only become effective upon Annual Agreement renewal with, at least, forty-five (45) days prior written notice from Provider.

### Annual Agreement

The Annual Agreement provides Customer with affordable options for ongoing support from Provider.

1. Renew Annual Agreement
  - a. Annual Agreement is renewed upon receipt of signed agreement, dated on the anniversary of the Effective Date at the rate of \$ \$950.00 per year, billed annually. *The Annual Agreement rate is based on the number of current EMS users (licenses) associated with Customer's account and is subject to change if the number of Customer users change.*
2. Decline Annual Agreement
  - a. Customer may decline to renew Annual Agreement by providing 30 days written notice prior to the anniversary of the Effective Date of this agreement and instead purchase support services from Provider as needed at the following rates:
    - i. Program Upgrades \$160 1<sup>st</sup> Computer + \$30 per add'l Computer
    - ii. Online Tech Support/Training \$45 per 30 minutes (via phone)
    - iii. Custom Features/Reports \$90 per hour for development
    - iv. On-site Support or Training minimum \$500 per day + travel exp. \*may vary by location

### Confidential Information

1. All information relating to Customer or Customer's clients is considered to be confidential or proprietary, and will be held in confidence by Provider and will not be disclosed or used by Provider without express consent from Customer except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's work or except under valid subpoena or court order. Confidential and proprietary information may include, but is not limited to, all Customer's trade secrets, Customer and client data, client lists, information pertaining to Customer's products, services, copyrights, trademarks, logos, slogans, processes, ideas, names and expertise of employees and

consultants, pricing, internal procedures, and finances, whether such information is received in written, oral, electronic, or other format. Confidential Information does not include information that is generally available to the public.

2. Provider shall only use Confidential Information in connection with the performance of services under this Agreement. If Provider is compelled by law to disclose Customer's Confidential Information, Provider shall notify Customer in writing at least five (5) business days from notice of such compelled disclosure, unless such notification could result in penalty for Customer, Provider, or both parties under applicable state and federal law. Provider shall have no obligation to object to any compelled disclosure. Upon termination of this Agreement, Provider shall return to Customer or destroy all Confidential Information.
3. All Customer/Customer Client data contained within EMS will remain the property of Customer. However, if Customer's account is delinquent beyond forty-five (45) days, Provider retains the right to hold Customer/Customer client data until such time as Customer's account is brought current.

### **Warranties and Representations**

1. Provider warrants and represents that: (i) it has the authority to enter into and perform services according to the terms of this Agreement; (ii) Provider is the sole owner of its software and services; and (iii) Customer's use of Provider's services will not violate any copyright, trademark, patent, or other intellectual or proprietary rights of any third party.

### **Force Majeure**

1. Neither party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Provider or its subcontractors; or causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the delay or failure has ceased. Provider shall notify Customer promptly of any such delay and shall specify the effect on services as soon as is practical.
2. Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty (30) days, then the party receiving the delayed performance may terminate this Agreement upon ten (10) days' notice to the other party.

### **Limitation of Liability**

1. Neither party shall be held liable for any special, punitive, indirect, incidental, or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages; provided, however, that for the avoidance of doubt, damages arising in connection with obligations of indemnification or confidentiality shall be deemed to be "direct" damages for which recovery shall not be barred by this article.

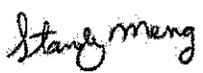
### **Term and Termination**

1. Unless terminated as provided herein, the Annual Agreement may renew for a period of 12 months beginning on the Effective Date and may renew for only two (2) twelve-month periods, according to the provisions of this Agreement. Each such renewal shall be effective only if issued in writing, signed by the parties, and titled, "Renewal EMS Desktop Application Agreement."
2. Either party may terminate this agreement without cause so long as the terminating party provides notice of termination in writing no less than 30 days prior to the effective date of termination. In the event of termination, Customer/Customer's Client data shall be released to Customer upon request providing Customer's account is current and in good standing. Data will be provided to Customer in CSV/Excel or MS SQL file format. In the event of termination without cause, Customer agrees to pay Provider for all work and/or services performed up to the date of termination.
3. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party gives no less than fourteen (14) days written notice and the opportunity to cure said breach.

**Entire Agreement**

1. This Agreement shall constitute the entire agreement between Provider and Customer with respect to the subject matter of this Agreement. This Agreement shall not be modified or rescinded, unless in writing and signed by both parties. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement. Should any provision of this Agreement be held invalid, void, or unenforceable in any court of competent jurisdiction, such provision shall be severed from the Agreement, which will continue in full force and effect. Further, no provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is documented in writing and signed by the party claimed to have waived or consented.

***We hereby agree to abide by the terms and conditions set forth above and willingly enter into this Agreement to Purchase in good faith.***

\_\_\_\_\_  
Customer Representative Signature, Title  


Applications, Inc

\_\_\_\_\_  
Date  
12/9/19  
Stan Meng, SEM  
Date

SEM Applications, Inc.  
PO Box 583  
Oregon, Missouri 64473



# INVOICE

Tel: (866) 615-9344  
Fax: (816) 817-1087  
Email: [emssupport@semapplications.com](mailto:emssupport@semapplications.com)  
Web site: <http://www.semapplications.com>

Invoice Number: 2019294739

Invoice Date: 12/3/2019

Mary Jo Straatmann  
Franklin Cty Public Administrator  
15 South Church St Rm 110  
Union, MO 63084

To:  
Franklin Cty Public Administrator

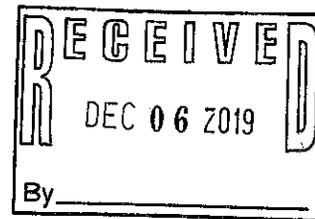
Quantity	Description	Unit Cost	Total
1	EMS Software Annual Agreement - 3 user system	\$950.000	\$950.00
	Covering Period From 1/18/2020 to 1/18/2021	\$0.000	\$0.00
1	year Program Support	\$0.000	\$0.00
1	year Program Upgrades	\$0.000	\$0.00
SUBTOTAL			\$950.00
Tax			
TOTAL DUE			\$950.00

Payments are due within 30 days.

Make checks payable to: SEM Applications, Inc.

If you have any questions concerning this invoice or to pay by credit card, call us at (660) 446-3031

**THANK YOU FOR YOUR BUSINESS!!**





Commission Order No. 2019-512

Fourth Quarter Term 2019

## COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING A MEMBERSHIP  
APPLICATION, SERVICE CONTRACT AND UTILITY  
EASEMENT WITH CRAWFORD ELECTRIC  
COOPERATIVE INC**

**WHEREAS**, it is necessary for a tower site located in Franklin County on Highway E to have electricity; and

**WHEREAS**, in order to install such electricity it is also necessary that a membership application, service contract and utility easement be entered into with Crawford Electric Cooperative, Inc.

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

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

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

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

This agreement, made and entered on this 4th of DECEMBER, 2019, by and between Crawford Electric Cooperative Inc., a corporation of Bourbon, Crawford County, Missouri, hereinafter referred to as the Cooperative, and

FRANKLIN COUNTY

(Applicant)

and

(Joint Applicant)

hereinafter referred to as Applicant.

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

Account / Location No. 55-16-0006-01 (HWY EE, TOWER SITE-WASMO 8)

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ Acres \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOUSEHOLD  FARM  RENTAL HOUSE  CAMP SITE  OTHER TOWER SITE

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

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

SS# \_\_\_\_\_



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, December 17, 2019  
Amendment

**IN THE MATTER OF AMENDING  
COMMISSION ORDER 2019-498 PERTAINING  
TO THE APPLICATION FOR CNA HEALTHCARE  
TO PROVIDE PHYSICIANS LIABILITY  
INSURANCE**

**WHEREAS**, on December 3, 2019, Commission Order 2019-498 was approved pertaining to the approval of submitting an application to CNA Healthcare to provide physicians liability insurance; and

**WHEREAS**, such order shall be amended to authorize Dr. Shaukat Thanawalla the authority to execute the application for submission.

**IT IS THEREFORE ORDERED** that Commission Order Number 2019-498 is hereby amended and Dr. Shaukat Thanawalla is hereby authorized to execute the CNA application for physicians liability insurance.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to CNA Healthcare; Angie Hittson; and Ann Stuttmann.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, December 17, 2019  
Trustee's Sale / Taxes

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

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

**WHEREAS**, the total amount of taxes, interest and fees charged against said parcels is \$2169.48; and

**WHEREAS**, Pat Moore has expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

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

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the offers of Pat Moore to purchase the subject properties for the sum of \$500.00, said sum consisting of back taxes, interests and costs of \$302.77 and Trustee's Commission of \$197.23.

**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 Pat Moore 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 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

32-2-03.0-3-001-083.000	0.000	13	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.11	\$ 20.61	\$ 226.72
32-2-03.0-3-001-084.000	0.000	14	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.12	\$ 20.61	\$ 226.73
32-2-03.0-3-001-085.000	0.000	15	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.12	\$ 20.61	\$ 226.73
32-2-03.0-3-001-212.000	0.000	5	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803646	\$ 403.68	\$ 40.37	\$ 444.05
32-2-03.0-3-001-215.000	0.000	2	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614795	\$ 509.03	\$ 50.90	\$ 559.93
32-2-03.0-3-001-216.000	0.000	1	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614796	\$ 498.28	\$ 49.83	\$ 548.11
32-2-03.0-3-001-218.000	0.000	24	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614797	\$ 489.12	\$ 48.91	\$ 538.03
32-2-03.0-3-001-219.000	0.000	23	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614798	\$ 489.82	\$ 48.98	\$ 538.80
32-2-03.0-3-001-220.000	0.000	22	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415862	\$ 459.03	\$ 45.90	\$ 504.93
32-2-03.0-3-001-222.000	0.000	20	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415863	\$ 478.70	\$ 47.87	\$ 526.57
32-2-03.0-3-001-223.000	0.000	19	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415864	\$ 480.42	\$ 48.04	\$ 528.46
32-2-03.0-3-001-226.000	0.000	16	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714927	\$ 521.63	\$ 52.16	\$ 573.79
32-2-03.0-3-001-227.000	0.000	15	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614770	\$ 507.57	\$ 50.76	\$ 558.33
32-2-03.0-3-001-228.000	0.000	14	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614771	\$ 506.13	\$ 50.61	\$ 556.74
32-2-03.0-3-001-233.000	0.000	9	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1221280	\$ 425.94	\$ 42.59	\$ 468.53
32-2-03.0-3-001-239.000	0.000	3	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714922	\$ 520.24	\$ 52.02	\$ 572.26
32-2-03.0-3-001-240.000	0.000	2	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 217.82	\$ 21.78	\$ 239.60
32-2-03.0-3-001-241.000	0.000	1	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 217.83	\$ 21.78	\$ 239.61
32-2-03.0-3-001-249.000	0.000	7	8	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 304.01	\$ 30.40	\$ 334.41
32-2-03.0-3-001-252.000	0.000	10	8	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627625	\$ 477.02	\$ 47.70	\$ 524.72
32-2-03.0-3-001-256.000	0.000	14	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1221272	\$ 427.91	\$ 42.79	\$ 470.70
32-2-03.0-3-001-257.000	0.000	15	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1113636	\$ 446.78	\$ 44.68	\$ 491.46
32-2-03.0-3-001-259.000	0.000	17	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1121-00896	\$ 260.38	\$ 26.04	\$ 286.42
32-2-03.0-3-001-260.000	0.000	18	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	2004-24303	\$ 445.33	\$ 44.53	\$ 489.86
32-2-03.0-3-001-261.000	0.000	19	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	0803634	\$ 499.38	\$ 49.94	\$ 549.32
32-2-03.0-3-001-276.000	0.000	12	9	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	0627700	\$ 463.15	\$ 46.32	\$ 509.47
32-2-03.0-3-001-306.000	0.000	42	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1221264	\$ 400.48	\$ 40.05	\$ 440.53
32-2-03.0-3-001-307.000	0.000	43	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627703	\$ 467.49	\$ 46.75	\$ 514.24
32-2-03.0-3-001-309.000	0.000	45	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627540	\$ 498.61	\$ 49.86	\$ 548.47
32-2-03.0-3-001-310.000	0.000	46	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627704	\$ 505.72	\$ 50.57	\$ 556.29
32-2-03.0-3-001-311.000	0.000	47	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 296.90	\$ 29.69	\$ 326.59
32-2-03.0-3-001-313.000	0.000	49	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627705	\$ 493.38	\$ 49.34	\$ 542.72
32-2-03.0-3-001-332.000	0.000	17	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803648	\$ 402.53	\$ 40.25	\$ 442.78
32-2-03.0-3-001-333.000	0.000	16	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627706	\$ 451.73	\$ 45.17	\$ 496.90
32-2-03.0-3-001-334.000	0.000	15	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627707	\$ 465.28	\$ 46.53	\$ 511.81
32-2-03.0-3-001-335.000	0.000	14	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803649	\$ 495.84	\$ 49.58	\$ 545.42
32-2-03.0-3-001-336.000	0.000	13	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803635	\$ 488.53	\$ 48.85	\$ 537.38
32-2-03.0-3-001-337.000	0.000	12	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714963	\$ 521.63	\$ 52.16	\$ 573.79
32-2-03.0-3-001-338.000	0.000	11	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415895	\$ 474.10	\$ 47.41	\$ 521.51
32-2-03.0-3-001-339.000	0.000	10	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415896	\$ 479.06	\$ 47.91	\$ 526.97
32-2-03.0-3-001-340.000	0.000	9	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415897	\$ 481.87	\$ 48.19	\$ 530.06
32-2-03.0-3-001-341.000	0.000	8	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0700776	\$ 462.91	\$ 46.29	\$ 509.20



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Appointments

**IN THE MATTER OF  
APPOINTING PERSONNEL TO  
VARIOUS POSITIONS WITHIN  
FRANKLIN COUNTY**

**WHEREAS**, Missouri law authorizes the various county commissions to appoint qualified personnel to various positions within the county government; and

**WHEREAS**, the Franklin County Commission has determined that the individuals set forth below each possess the requisite experience, knowledge and qualifications to serve in the corresponding positions.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the following individuals are re-appointed and appointed to the position opposite their respective names for the period of January 1, 2020 through December 31, 2020 to serve at the pleasure of the Franklin County Commission and shall receive such compensation and reimbursement of expenses as provided for in the 2020 County Budget, to wit:

William Placht	Building Commissioner
Abe Cook	EMA Director
Angelia Hittson	Health Department Director
Scottie Eagan	Planning Director
Tony Henry	Facilities Director
Ann Struttman	Purchasing Director
Jim Grutsch	Highway Administrator

**IT IS FURTHER ORDERED** that a copy of this Order be delivered to each named employee and to Tammy Vemmer, Franklin County Auditor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Contract/Agreements

**IN THE MATTER OF  
ACCEPTING A PROPOSAL FROM  
MUELLER & NEFF REAL ESTATE  
APPRAISERS AND CONSULTANTS, INC.  
TO PROVIDE APPRAISAL SERVICES FOR  
APPEALS TO THE MISSOURI STATE TAX  
COMMISSION**

**WHEREAS**, there are several Franklin County taxpayer appeals pending with the Missouri State Tax Commission; and

**WHEREAS**, it is the desire of Franklin County to accept a proposal submitted by Mueller & Neff Real Estate Appraisers and Consultants, Inc. to provide appraisal services not to exceed \$25,000.00 for pending taxpayer appeals.

**IT IS THEREFORE ORDERED** that the proposal submitted by Mueller & Neff Appraisers and Consultants, Inc. to provide appraisal services not to exceed \$25,000.00 is hereby approved and that Presiding Commissioner is authorized to execute any documents pertaining to such on behalf of Franklin County.

**IT IS FURTHER ORDERED** that a copy of this Order be delivered to Mark Piontek, County Counselor; Tom Copeland, Assessor; and Tammy Vemmer, Auditor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Contract/Agreements

**IN THE MATTER OF  
SETTING THE RATE OF COMPENSATION  
FOR THE FRANKLIN COUNTY MUNICIPAL  
COURT JUDGE**

**WHEREAS**, pursuant to the Franklin County Municipal Court Code section 105.030(D), compensation of the Franklin County Municipal Court Judge shall be determined by the County Commission; and

**WHEREAS**, it is the desire of Franklin County Commission to set the Franklin County Municipal Court Judge rate of compensation at \$15,000.00 per year; and

**WHEREAS**, this adjustment of compensation shall be effective at the beginning of the next elected judges term in January 2021.

**IT IS THEREFORE ORDERED** that the Franklin County Commission set the rate of compensation for the Franklin County Municipal Court Judge at \$15,000.00 per year effective at the beginning of the next elected judges term in January 2021.

**IT IS FURTHER ORDERED** that a copy of this Order be delivered to Municipal Court Judge Gael Wood; Billy Eckelkamp, Franklin County Municipal Court Prosecutor; Mark Piontek, County Counselor; and Tammy Vemmer, Auditor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Contract/Agreements

**IN THE MATTER OF  
APPROVING THE QUOTE  
SUBMITTED BY KAISER ELECTRIC  
TO PROVIDE ELECTRICAL UPGRADES  
TO THE RADIO TOWER LOCATED  
AT MERCY HOSPITAL - WASHINGTON**

**WHEREAS**, Franklin County currently has a radio tower located at the Mercy Hospital located in Washington, Missouri that is in need of electrical upgrades; and

**WHEREAS**, Kaiser Electric is the vendor Mercy Hospital requires a leasing entity to utilize; and

**WHEREAS**, Kaiser Electric has submitted a quote in the amount of \$5,298.00 to provide the necessary upgrades.

**IT IS THEREFORE ORDERED** that the Franklin County Commission approve the quote submitted by Kaiser Electric to provide electrical upgrades to the radio tower located at the Mercy Hospital – Washington location.

**IT IS FURTHER ORDERED** that a copy of this Order be delivered to Abe Cook, EMA Director; Ann Struttman, Purchasing; Kaiser Electric; and Mercy Hospital – Washington.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



Electrical Contractors and Engineers

December 10, 2019

Franklin County

Attention: Tom Beyer

Re: Mercy Washington Extra Items- Revised

Gentlemen,

Our ROM ( Rough Order of Magnitude) price to be done on T&M for the above referenced project is, **\$5,298.00**, based on the following scope.

Scope:

- Install (2) New 30 Non- Fused Disconnects at 7'0".
- Circuiting to be feed out of E-Panel approximately 230' away utilizing existing conduit raceway.
- Install (2) 30/1 CB to replace existing 20/1CB.
- Raise existing Annunciator Panel.

**Notes and Clarifications:**

- All work to be performed during our normal working hours.
- Exclude supporting existing electrical work to remain. This can be done on T&M adjustment.
- Trash to be disposed of by others
- Painting and patching by others
- Taxes are included
- Excludes Pitch Pockets and Roof Patching.
- This proposal is conditioned upon a mutually agreeable schedule and the usage of AIA Contract Document A401 1997 Edition or some mutually acceptable subcontract form
- Kaiser Electric's bid price is based on current Market conditions. In the event Kaiser Electric is awarded the Subcontract and there is a delay or significant price increase for materials, equipment, or energy occurring after submission of this bid and before installation through no fault of Kaiser Electric, the bid price and contract sum, time of completion and contract requirements shall be equitably adjusted to reflect the price increase or delay. A change in price of an item of material, equipment or energy shall be considered significant when the price of an item increases 3% or more between the date of this bid and the date of installation. If Kaiser Electric makes a request for an equitable adjustment to the contract price based on an increase in price, Kaiser Electric shall be required at that time to disclose its original price that has increased.

If you have any questions or concerns regarding the above subject, please feel free to contact me at 314-267-8377

Best Regards:  
Kaiser Electric, Inc.

A handwritten signature in black ink, appearing to read 'Ed Green', with a long horizontal line extending to the right.

Edward C Green  
Senior Project Manager



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Contract/Agreements

## IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT FOR PROFESSIONAL SERVICES

**WHEREAS**, Prudence Johnson serves as an independent contractor for the Franklin County Prosecuting Attorney's Office, Child Support Division; and

**WHEREAS**, it is the desire of both Franklin County and Prudence Johnson to renew and amend the contractual relationship at a monthly rate of \$4,217.50; and

**WHEREAS**, the term of the subject Agreement for Legal Services shall begin January 1, 2020 and continue to December 31, 2022.

**WHEREAS**, attached hereto and incorporated by reference herein is a copy of the subject Agreement; and

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

**IT IS FURTHER ORDERED** that an executed copy of said Agreement and a copy of this Order be provided to Prudence Johnson; Matthew Becker, Prosecuting Attorney; Lynne Maloney; and Ann Struttmann, Purchasing Agent.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

AGREEMENT, BETWEEN THE Franklin County, Missouri (hereinafter “County”), the Franklin County Prosecuting Attorney and Prudence Johnson (hereinafter “Attorney”).

1. Agreement for Services. Attorney accepts the terms of this agreement upon the terms and conditions of this Agreement for Legal Services as an assistant prosecuting attorney under the supervision and direction of Matthew Becker, the Prosecuting Attorney of Franklin County, MO to perform the legal duties for the Prosecuting Attorney’s Child Support Enforcement Division as required under the Contract for Services (a/k/a the Level C Cooperative Agreement) made between the County, the Franklin County, MO Circuit Clerk, the Franklin County, MO Prosecuting Attorney and the Missouri Department of Social Services.
2. Term. The Term of this Agreement shall begin on January 1, 2020 and continue to December 31, 2022 which is the end date for the current Cooperative Agreement with the State of Missouri, and then be for successive, automatically renewed terms of one year each until terminated by the Prosecuting Attorney or his successor acting for Franklin County, MO subject to annual appropriation.
3. Compensation. The County shall pay the Attorney for legal services rendered a monthly rate of \$4,217.50 on or before the last day of each month, unless and until it is renegotiated for the fiscal year starting after December 31, 2022 when a new Cooperative Agreement may be entered between the County, the Prosecutor, the Circuit Clerk and the State of Missouri. This rate is fully reimbursed to the County by the State of Missouri’s IV-D program. In addition, Franklin County shall

provide the Attorney IV-D program office space, technical help, computers and office supplies needed to carry out the terms of the Cooperative Agreement as the same is required and reimbursed by the State of Missouri at no cost to the Attorney plus necessary expenses for Attorney to attend semi-annual MAPA and annual MCSEA meetings within the state of Missouri, including but not limited to registration fees, mileage reimbursement at the County's approved rate and lodging at said conferences each year that this agreement is in place, provided these costs are reimbursed to the County by the state IV-D program.

4. Duties. The Attorney shall serve under this Agreement for Legal Services as an Assistant Prosecuting Attorney under the supervision and direction of the Franklin County Prosecuting Attorney to establish paternity and child support orders and enforce child support orders through the State of Missouri's IV-D program as administered by the Missouri Department of Social Services Family Support Division through the Level "C" Cooperative Agreement between Franklin County, MO, the Franklin County Prosecuting Attorney, the Circuit Clerk and the State of Missouri Department of Social Services.
5. Extent of Services. The Attorney shall devote such professional legal time and attention to the County's IV-D cases under the Level "C" Cooperative Agreement as is legally needed during the term of this Agreement to the satisfaction of the Prosecuting Attorney. The parties further agree that the Attorney shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit during the term of the Agreement.

6. Termination with Cause. Prudence Johnson serves as an independent contractor and may be terminated at any time without cause by Franklin County and shall be paid her regular compensation up to the date of termination. Likewise she may end her employment as Assistant Prosecuting Attorney at any time without cause and shall be paid her regular compensation up to the date of termination.
7. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to the Attorney's office or to the Franklin County Prosecuting Attorney's Office in Union, MO.
8. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above mentioned.

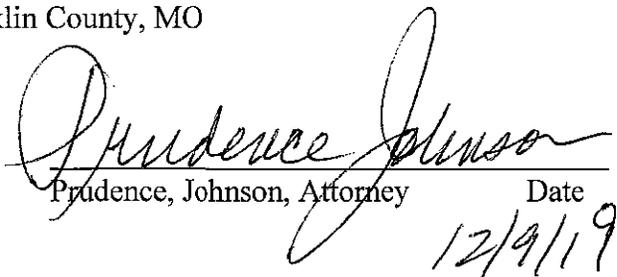
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Matthew Becker,  
Prosecuting Attorney for Franklin County, MO

And

---

Tim Brinker,  
Presiding Commissioner of Franklin County, MO

  
Prudence, Johnson, Attorney      Date  
12/9/19



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Bid Award

## IN THE MATTER OF AWARDING THE BID FOR A DRONE FOR THE FRANKLIN COUNTY SHERIFF'S OFFICE

**WHEREAS**, a public notice to bidders asking for sealed bids for a "Drone" addressed to the Purchasing Department of Franklin County, Union, Missouri was published in the Washington Missourian in the November 13, 2019 edition, for receipt by November 27, 2019, and;

**WHEREAS**, one response was received from Flymotion; and

**WHEREAS**, after due deliberation and consideration and the recommendation of the Purchasing Department, the Franklin County Commission awards the bid to: **Flymotion**.

**IT IS THEREFORE ORDERED** that the bid for a Drone is hereby awarded to Flymotion and is hereby approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as 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 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 Flymotion; Steve Pelton; Sheriff; and Ann Struttmann Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



**FRANKLIN COUNTY**  
PURCHASING DEPARTMENT

December 12, 2019

Tim Brinker, Presiding Commissioner  
Todd Boland, 1<sup>st</sup> District Commissioner  
Dave Hinson, 2<sup>nd</sup> District Commissioner

RE: RFB 2019-51 Drone

Dear Commissioners:

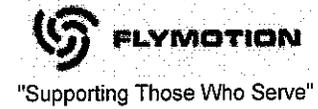
On November 27, 2019 the Purchasing Department opened bids for a drone. One response was received from Flymotion. Following review and discussion with the Sheriff Department, the Purchasing Department hereby submits recommendation to award the bid to Flymotion. The quote for the drone and accessories is attached.

Respectfully,

Ann Struttmann

Purchasing Agent, Franklin County

FLYMOTION  
 4558 Eagle Falls Place  
 Tampa FL 33619-9611  
 United States



Franklin County Purchasing  
 Ann Struttman  
 400 East Locust St, Rm 004  
 Union MO 63084

Estimate # 101700  
 Estimate Date December 11, 2019  
**Estimate Total (USD) \$13,524.00**

Item	Description	Unit Cost	Quantity	Line Total
DJI Mavic 2 Enterprise Dual SP Smart Controller	Mavic 2 Enterprise Dual with Enterprise Shield Basic Protection Kit Includes: - Enterprise Shield Basic Protection Kit \$249 for the first replacement and \$289 for the second replacement. 1- Aircraft 1- Smart Controller 1- Battery Charger 1- Power Cable 1- Intelligent Flight Battery 1- Gimbal Protector 3- Propeller (Pair) 1- Spare Control Stick (pair) 1- Communication Cable-USB3.0 Type-C 1- USB Adapter 1- Extended Port Cover 1- Speaker 1- Spotlight 1- Beacon 1- Protective Hard Case 1- RC Cable (Lightning connector) 1- RC Cable (Standard Micro USB) 1- RC Cable (USB-C) 1- Manual	3,850.00	3	11,550.00
DJI Mavic 2 Enterprise Fly More Kit	Mavic 2 Enterprise Part1 Fly More Kit Includes: - 2 batteries - 1 battery charging hub - 1 car charger - 1 Battery to Power Bank Adaptor	469.00	3	1,407.00

Item	Description	Unit Cost	Quantity	Line Total
	- 1 soft case			
	- 2 propeller (Pairs)			
DJI Mavic 2 Enterprise Battery	Mavic 2 Enterprise Part2 battery	189.00	3	567.00
FM Tech Support 6 Months	Receive FLYMOTION's first in class tech support for 6 months, with 24/7 access to the tech support email account that gets responded to within 24 hours.	0.00	1	0.00
Shipping	FedEx Ground Shipping (Insured)	0.00	1	0.00
<b>Estimate Total (USD)</b>				<b>\$13,524.00</b>

**Terms**

Payment due upon receipt.

Pricing valid for 14 days from the date issued.

3% Convenience charge on orders more than 2500.00 for credit card processing.



## COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, December 17, 2019  
Bid Award

### IN THE MATTER OF AWARDING BIDS FOR CONTRACTED SERVICES RECOMMENDED BY THE PURCHASING DEPARTMENT

**WHEREAS**, publication dates of solicitation for bids were November 13<sup>th</sup>, November 19<sup>th</sup>, and November 26<sup>th</sup>, 2019, for the 2020 fiscal year; and

**WHEREAS**, after all bids were submitted to the Purchasing Department opened multiple bids for items solicited for and utilized primarily by the Highway Department; and

**WHEREAS**, due to the ever fluctuating needs of the Highway Department for contractual services it is necessary that several options are always available in the event that one or more service providers are unable to provide the necessary services at the desired time; and

**IT IS THEREBY ORDERED** that following review and discussion with the Highway Department, the Purchasing Department hereby submits recommendations for awarding as follows:

**2020-01 Culvert Materials-** one bid received from Metal Culverts, Inc., recommend award;

**2020-02 Bituminous Plant Mix Materials-** recommend awarding to Mid Missouri Asphalt LLC, and NB West Contracting Co.;

**2020-03 Signs-** recommend awarding to Vulcan Inc. DBA Vulcan Signs;

**2020-04 Bituminous Materials-** recommend awarding to Missouri Petroleum Products Co. LLC and Peterson Oil Company;

**2020-05 Concrete Materials-** recommend awarding to Eastern Missouri Concrete and Havin Material Service, Inc.;

**2020-06 Aggregate Materials-** recommend awarding to Riverstone Quarry, Iron Mountain Trap, Barrett Materials, Inc., and Mid Missouri New Haven Quarry;

**2020-07 Equipment Rental-** recommend awarding to Erb Equipment Co, Inc., Luby Equipment Services, and Rudd Equipment Company;

**2020-08 Herbicide-** no bids received;

**2020-09 Propane-** one bid received from Boland Energy, recommend award;

**2020-10 Fuel-** one bid received from Boland Energy, recommend award;

**2020-11 Lubricants-** recommend awarding to Sieveking Inc.;

**2020-12 Cutting Blades-** recommend awarding to Valk Manufacturing Co.;

**2020-13 Liquid Calcium Chloride-** one bid received from Missouri Petroleum Products, recommend award;

**2020-14 Pavement Marking-**recommend awarding to America’s Parking Remarkng;

**2020-15 Tires-** recommend awarding to Bolzenius, Purcell, and Union Auto Care;

**2020-16 Heavy Duty Equipment Maintenance and Repair-** recommend awarding to Henderson, Roland, Rod’s Muffler, Clarke Power, JB Tractor, Sydenstricker, Vanguard, E&E Hydraulics, G.W. VanKeppel Company, Plaza and Erb;

**2020-17 Auto Fleet Maintenance and Repair-** recommend awarding to Union Auto Care, Advanced Automotive Electric & Repair, VIP Distributing Co., and Rod’s Muffler;

**WHEREAS**, in addition, the Purchasing Department further recommends four (4) employees be authorized to execute lease agreements on behalf of Franklin County: Mike Davis, Bill Carroll, Darren Walker, Tony Henry and Jim Grutsch.

**IT IS THEREFORE ORDERED** that the bid awards recommended by the Purchasing Department are hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as 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 THEREFORE ORDERED**, that the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**IT IS FURTHER ORDERED** that the above named personnel are authorized to execute equipment rental agreements with Erb Equipment Co, Inc., Luby Equipment Services, and Rudd Equipment Company.

**IT IS FURTHER ORDERED** that a copy of this order be provided to Ron Williams, Highway Administrator; Ann Struttmann, Purchasing; and Tandra Vemmer, Auditor.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, December 17, 2019  
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 December 17, 2019 addressing the below listed items is hereby approved, to wit:

**Fees:** Building Department Fees – November  
Recorder of Deeds Fees – November

**Liquor Licenses:**

**Auctioneer License:**

**Other:** Pacific Fire Protection District – Annual Report

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

**FRANKLIN COUNTY**

**Fund Transaction Summary With Interest**

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >=#11/1/2019# AND {RPTFranklinFMXFUS01Vw.TndrDate} <=#11/30/2019#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	7	4,077.80
	<b>Subtotal for -2:</b>	<b>7</b>	<b>4,077.80</b>
-4	CHARGE FUND	305	15,538.50
	<b>Subtotal for -4:</b>	<b>305</b>	<b>15,538.50</b>
100	GENERAL FUND	2,212	53,210.82
100	GENERAL FUND INTEREST	1	22.30
	<b>Subtotal for 100:</b>	<b>2212</b> <del>2,213</del>	<b>53,233.12</b>
200	COUNTY SPECIAL TRUST FUND	42	210.00
	<b>Subtotal for 200:</b>	<b>42</b>	<b>210.00</b>
300	NON-STD REC PRES	34	850.00
300	RECORDERS PRESERVATION FUND	1,673	3,346.00
300	RECORDERS PRESERVATION FUND INTEREST	1	3.09
	<b>Subtotal for 300:</b>	<b>1707</b> <del>1,708</del>	<b>4,199.09</b>
400	6.00 CERF	11	66.00
400	CERF FUND	1,673	11,711.00
400	CERF FUND INTEREST	1	4.00
	<b>Subtotal for 400:</b>	<b>1684</b> <del>1,685</del>	<b>11,781.00</b>
500	MO CHILDREN'S TRUST COPY FUND	135	1,008.00
500	STATE CHILDRENS TRUST FUND	42	630.00
	<b>Subtotal for 500:</b>	<b>177</b>	<b>1,638.00</b>
600	STATE PRESERVATION FUND	1,673	3,346.00
	<b>Subtotal for 600:</b>	<b>1,673</b>	<b>3,346.00</b>
700	MISSOURI HOUSING FUND	1,631	4,893.00
	<b>Subtotal for 700:</b>	<b>1,631</b>	<b>4,893.00</b>
800	STATUTORY POOL FUND	1,631	3,262.00
	<b>Subtotal for 800:</b>	<b>1,631</b>	<b>3,262.00</b>
900	RECORDERS TECHNOLOGY FUND	1,631	2,038.75
	<b>Subtotal for 900:</b>	<b>1,631</b>	<b>2,038.75</b>
<b>Collected Total:</b>			<b>88,678.76</b>
<b>Charged Total:</b>			<b>15,538.50</b>
<b>Grand Total:</b>			<b>104,217.26</b>

End of Report

  
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 JENNIFER L. METCALF, RECORDER OF DEEDS

**FRANKLIN COUNTY**

**Fee Transaction Summary Report by Account Number**

Criteria: {RptFMXFES01\_RPTPr.TndrDate} >= #11/1/2019# AND {RptFMXFES01\_RPTPr.TndrDate} <= #11/30/2019#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	<del>135</del> 144	1,296.00
	<b>Subtotal for 1:</b>	<del>135</del>	<b>1,296.00</b>
-1	CHARGE PAYMENT FEE	16	17,085.00
	<b>Subtotal for -1:</b>	<b>16</b>	<b>17,085.00</b>
10	NON STANDARD FEE	35	875.00
	RECORDING FEE	4	35.00
	<b>Subtotal for 10:</b>	<b>39</b>	<b>910.00</b>
-2	ESCROW PAYMENT FEE	7	4,077.80
	<b>Subtotal for -2:</b>	<b>7</b>	<b>4,077.80</b>
20	COPY FEE	244	7,896.50
	<b>Subtotal for 20:</b>	<b>244</b>	<b>7,896.50</b>
21	POSTAGE FEE	90	92.00
	<b>Subtotal for 21:</b>	<b>90</b>	<b>92.00</b>
22	GIS MAPPING FEE	13	1,500.00
	<b>Subtotal for 22:</b>	<b>13</b>	<b>1,500.00</b>
32	PLAT FEE	7	318.00
	<b>Subtotal for 32:</b>	<b>7</b>	<b>318.00</b>
363	* COMPUTER SERVICE FEE	37	7,480.57
	<b>Subtotal for 363:</b>	<b>37</b>	<b>7,480.57</b>
374	INTEREST OR INVESTMENT FEE	1	29.39
	<b>Subtotal for 374:</b>	<b>1</b>	<b>29.39</b>
659	* REPORT FEE	5	150.00
	<b>Subtotal for 659:</b>	<b>5</b>	<b>150.00</b>
910	MARRIAGE LICENSE FEE	42	1,932.00
	<b>Subtotal for 910:</b>	<b>42</b>	<b>1,932.00</b>
93904	DEED FEE	1,568	61,450.00
	<b>Subtotal for 93904:</b>	<b>1,568</b>	<b>61,450.00</b>
	<b>Grand Total:</b>	<b>2,204</b>	<b>104,217.26</b>

End of Report

\* Comp. Sys. = 7630.57

**BUILDING DEPARTMENT'S MONTHLY REPORT**  
**FUND 450**

**REPORT FOR MONTH OF NOVEMBER 2019 OF RECEIPTS**  
**GIVEN TO THE FRANKLIN COUNTY TREASURER**

Receipts:

450-000-342-17-00	Sale of Books	\$	0
450-000-342-28-00	Review/Permit Fees	\$	23,701.28
450-000-369-10-00	Forfeited Escrow	\$	2,850.00
450-000-369-10-00	Miscellaneous	\$	26.00

Total Receipts:		\$	26,577.28
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Less Disbursements:

450-661-110	Refunds	\$	0
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	26,577.28

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED