



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Regular Meeting

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

### Agenda

Tuesday, August 13, 2019

10:00 AM

Commission Chambers

#### Opening

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### II. Minutes Approval

1. Tuesday, August 6, 2019 10:00 a.m.
2. Tuesday, August 6, 2019 11:00 a.m.
3. Tuesday, August 6, 2019 1:30 p.m.
4. Tuesday, August 6, 2019 1:45 p.m.
5. Tuesday, August 6, 2019 2:30 p.m.
6. Tuesday, August 6, 2019 3:00 p.m.
7. Thursday, August 8, 2019 9:00 a.m.
8. Thursday, August 8, 2019 11:30 p.m.
9. Thursday, August 8, 2019 1:00 p.m.

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

#### IV. Action Items

- a. **Commission Order 2019-337** In the Matter of Adopting the Franklin County Collective Bargaining Policy
- b. **Commission Order 2019-338** In the Matter of the Application for Amendments to Franklin County's Unified Land Use Regulations Filed by the Planning and Zoning Department Being File #190152
- c. **Commission Order 2019-339** In the Matter of the Application for Amendments to Franklin County's Unified Land Use Regulations filed by the Planning and Zoning Department Being File #190153
- d. **Commission Order 2019-340** In the Matter of Amending Section 304.010 of the Franklin County Traffic Code Pertaining to Speed Limits
- e. **Commission Order 2019-341** In the Matter of Renewing a Contract with Wilson and Company for Health Insurance Brokerage Services
- f. **Commission Order 2019-342** In the Matter of Authorizing Lt. Scott Reed to Execute Necessary Documents to Pick-Up Vehicles Purchased by the Franklin County Narcotics Enforcement Unit

- g. **Commission Order 2019-343** In the Matter of Authorizing Execution of a Commercial Account (PROX) Application with the Home Depot
- h. **Commission Order 2019-344** In the Matter of Approving an Amendment to Commission Order No. 2019-316
- i. **Commission Order 2019-345** In the Matter of Approving Change Order #1 to Pauly Jail Building Company, Inc. for the Franklin County Public Safety Facility Project
- j. **Commission Order 2019-346** In the Matter of Approving a Grant Application for the Benefit of the Franklin County Emergency Management Agency for an Emergency Performance Grant
- k. **Commission Order 2019-347** In the Matter of Amending a Program Services Contract with the Missouri Department of Health and Senior Services for Hepatitis A Outbreak Funding
- l. **Commission Order 2019-348** In the Matter of the County of Franklin Entering into a Contract with CDG Engineers, Inc. for Construction Engineering Services on the Boeuf Creek Road Bridge Replacement Project Federal No. STP-5490(615)
- m. **Commission Order 2019-349** In the Matter of Approving and Authorizing Execution of an Agreement with Webpro Productions, LLC d/b/a Sheenomo
- n. **Commission Order 2019-350** In the Matter of Approving a Sole Source Agreement with Edward J. Rice Company for Canvassing Services
- o. **Commission Order 2019-351** In the Matter of Approving the Proposal Submitted by A&W Communications for a Tait Simulcast Network and Equipment at the Franklin County Detention Center
- p. **Commission Order 2019-352** In the Matter of Approving an Amendment to Commission Order No. 2019-311 Pertaining to the Subscription Agreement with Omnigo Software for Various Franklin County Agencies
- q. **Commission Order 2019-353** In the Matter of Approving a Lease Agreement Pertaining to Real Property Acquired by Franklin County through Flood Buy-Out Programs
- r. **Commission Order 2019-354** 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
- s. **Commission Order 2019-355** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such
- t. **Commission Order 2019-356** 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

## Regular Meeting

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

### Minutes

Angela Gibson

Tuesday, August 6, 2019

10:00 AM

Commission Chambers

### Opening

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Jenny Metcalf, Recorder of Deeds	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Doug Trentmann, Collector	<input checked="" type="checkbox"/>			
Cpt. Pendleton	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Mary Jo Straatmann, Public Administrator	<input checked="" type="checkbox"/>			

#### II. Minutes Approval

##### 1. Monday, July 29, 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, July 30, 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. Thursday, August 1, 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"/>

III. Public Request for Discussion/Action

IV. Action Items

- a. **Commission Order 2019-331** In the Matter of Settlement of Franklin County Treasurer with the Franklin County 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"/>

- b. **Commission Order 2019-332** In the Matter of Approving a Limited License Agreement with Franklin County Public Water Sewer District #3 for the Use of GIS Data Developed by 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"/>

- c. **Commission Order 2019-333** 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

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 2019-334** 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

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 2019-335** A Resolution Selecting an Underwriter and Authorizing Certain Preliminary Actions Relating to the Proposed Sale of the County's Certificates of Participation

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 2019-336** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

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. ADD-ON ACTION ITEM** – Motion made to approve and accept the Change Order for Pauly Jail in the amount of \$50,800.00 for the additional costs to provide and install 2 sets of pads for padded cells.

<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"/>

**V. Discussion Items and Reports**

- A.** Elected Official and Departmental Reports (As Needed)

- B.** Commission Discussion

- I. Commissioner Hinson reports that he and the Public Administrator are attending the MAC board meeting on August 7-8, 2019

**VI. Adjournment**

Motion to Adjourn. Meeting adjourned at 10:12 a.m.

<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

## Working Session

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

### Minutes

Angela Gibson

Tuesday, August 6, 2019

11:00 AM

Commission Conf. Room

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Rod Thomas, Tri-Star Development	<input checked="" type="checkbox"/>			
Andrew Weber, Counsel for Tri-Star Development	<input checked="" type="checkbox"/>			

#### II. Commission Meeting with Tri-Star Development

Mr. Thomas, with Tri-Star Development, presented the Commission with his proposed Gray Summit Incentive District project. Discussion was held.

#### III. Adjournment

Motion to Adjourn. Meeting adjourned at 11:40 a.m.

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"/>



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

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Tuesday, August 6, 2019

1:30 PM

Commission Conf. Room

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#### I. Call to Order

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

#### II. Interview

Interview was conducted and discussion was held.

#### III. Adjournment

Meeting adjourned at 1:40 p.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### MINUTES

Thursday, August 8, 2019

9:00 AM

Commission Conf. Room

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Bill Carroll, Highway Department	<input checked="" type="checkbox"/>			
Darren Walker, Highway Department	<input checked="" type="checkbox"/>			
Mike Davis, Highway Department	<input checked="" type="checkbox"/>			
Ron Williams, Highway Department Administrator	<input checked="" type="checkbox"/>			

#### II. Highway Management Meeting with Commission and County Counselor

- a. Discussion was held on the protocol and management practices of the Highway Department supervisors. Further discussion was held on current and ongoing projects and estimated timelines for completion.

#### III. Adjournment

Meeting adjourned at 10:05 a.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

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Tuesday, August 6, 2019

1:45 PM

Commission Conf. Room

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#### I. Call to Order

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

#### II. Interview

Interview was conducted and discussion was held.

#### III. Adjournment

Meeting adjourned at 2:30 p.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

Tuesday, August 6, 2019

2:30 PM

Commission Conf. Room

#### I. Call to Order

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

#### II. Interview

Interview was conducted and discussion was held.

#### III. Adjournment

Meeting adjourned at 3:00 p.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

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Tuesday, August 6, 2019

3:00 PM

Commission Conf. Room

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#### I. Call to Order

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

#### II. Interview

Interview was conducted and discussion was held.

#### III. Adjournment

Meeting adjourned at 3:45 p.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

Thursday, August 8, 2019

11:30 AM

Commission Conf. Room

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Nikki Holdmeyer, Juvenile Office	<input checked="" type="checkbox"/>			
Diane Thompson, Juvenile Office	<input checked="" type="checkbox"/>			
Judge I.I. Lamke	<input checked="" type="checkbox"/>			
Judge Joseph Purschke	<input checked="" type="checkbox"/>			
Sherry Huxol, Drug Court Administrator	<input checked="" type="checkbox"/>			
Judge Gael Wood	<input checked="" type="checkbox"/>			

#### II. Budget Discussion

- a. Discussion was held on the Drug Treatment Court budget for FY2020 and the necessity of hiring a defense attorney to serve on the Drug Court review team.
- b. Discussion was held on the Juvenile Court budget for FY2020 consisting of 3 components: Juvenile Office, Juvenile Detention and Juvenile Division Grants.
- c. Discussion was held on the Circuit Clerk's budget.

#### III. Adjournment

No further discussion. Meeting adjourned at 12:30 p.m.



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### Minutes

Angela Gibson

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Thursday, August 8, 2019

1:00 PM

Commission Conf. Room

---

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			

#### II. Commission Workshop Meeting

Discussion was held on ongoing and upcoming action items.

#### III. Adjournment

Meeting adjourned at 1:30 p.m.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Policy

## IN THE MATTER OF ADOPTING THE FRANKLIN COUNTY COLLECTIVE BARGAINING POLICY

**WHEREAS**, the Franklin County Commission finds that it is necessary to adopt a Collective Bargaining Policy, hereto attached and marked Exhibit A, and to repeal all prior Orders which either created or amended any Collective Bargaining Policy utilized by Franklin County; and

**WHEREAS**, Commission policy and procedures will govern in absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached.

**IT IS THEREFORE ORDERED** that the Franklin County Collective Bargaining Policy is hereby adopted and a copy is on file in the Office of the County Clerk of Franklin County and that all Commission Orders previously adopted which either created or amended any Collective Bargaining Policy is hereby repealed.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Tim Baker, County Clerk.

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

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

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

## EXHIBIT “A”

### FRANKLIN COUNTY COLLECTIVE BARGAINING POLICY

#### **Definitions**

*Bargaining Unit* – A defined group of public employees employed by the County who share a clear and identifiable community of interest and are represented by a union in negotiations for a collectively bargained agreement with the County.

*Employee Representative* – A union selected by an employee bargaining unit to represent the unit in negotiating a collectively bargained agreement with the County.

*Public Employee* - Any person employed by the County.

*Supervisory Employee* – Shall mean any employee with supervisory status, managerial status, confidential status, or any other status that would be a conflict of interest in the event of collective bargaining.

*Union* – An organization, association or professional group created for the benefit of employees. A union may be selected by employees in a bargaining unit to represent the unit to negotiate a collectively bargained agreement with the County, in which case the union becomes the employees’ representative for the bargaining unit once the union is recognized by the Franklin County Commission (hereinafter, the “Commission or the “County”) for dealing with all matters concerning collective bargaining, grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

#### **General**

The County recognizes the importance of maintaining ongoing positive relations with employees and consulting with employees when making decisions regarding salary and other conditions of employment. If the majority of employees in a department request to do so through a duly conducted election (as described herein), the County will bargain collectively with representatives of employees, in accordance with law.

The Commission will not voluntarily recognize a union as an employee representative or recognize an employee representative in any manner other than by certifying the results of an election held

as described herein. Any union, once recognized, must obtain a majority vote of all employees in the bargaining unit at least once every three (3) years in order to continue to be recognized.

Employees have the right to freely express their opinions about whether the organization should be chosen as the exclusive bargaining unit. However, no employee or representative of a labor organization and no representative of the County may attempt to threaten, intimidate, coerce or otherwise restrain eligible voters in the free exercise of their choice to support or oppose to the selection of the labor organization in question as their exclusive bargaining representative.

The Commission and its representatives will engage in respectful negotiations with employee representatives. It is essential that negotiations not disrupt operations or negatively impact the work environment. The ultimate goal of all negotiations is to secure the services necessary to deliver excellent service to the County's citizens in a safe environment based on a sound, realistic budget.

Furthermore, the Commission understands that collectively bargained agreements are legally binding and is committed to carrying out the provisions of each agreement. The legal obligation to collectively bargain does not compel either the County or employee representatives to agree to a proposal or to make a concession. Commission policy and procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached. Nothing contained in this Commission Order will obligate the County to enter into a collective bargaining agreement.

**Scope Of and Restrictions On Bargaining:**

The County will negotiate salary and other conditions of employment as required by law. All agreements must state a fixed term or duration not to exceed three (3) years, and shall run with the County's fiscal year. The Commission will not ratify an agreement that diminishes or compromises management rights or the County's ability to make administrative decisions and policy decisions. The Commission will not approve an agreement that could cause the County to violate any state or federal law or negatively affect the County's orderly provision of services and programs. The direction of the working forces is vested exclusively in the Commission, which shall retain the sole right and authority to operate and direct the affairs of the County in all its various aspects, including, but not limited to, all rights and authority exercised by the County prior to the execution a collective bargaining agreement, subject to the provisions the agreement. The determination of policies, budget, and operations, the manner of exercise of the Commission's statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, transfer, allocate, assign and direct bargaining unit members; to establish the number of positions; to discipline, suspend and discharge for cause; to relieve members from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed by members therein; to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the County is vested exclusively in the Commission. Every collective bargaining agreement, if any, must have provisions reserving these rights.

The Commission will not ratify an agreement that includes impasse procedures for resolution by third parties outside the County including, but not limited to, binding arbitration, mediation, or interest arbitration. All agreements must contain a clause that allows the Commission to unilaterally modify the agreement in emergency situations such as natural disasters or financial hardships and shall include a provision that in the event of a budget shortfall, the County has the right to modify the economic terms of the agreement. Every such agreement shall also provide that if the County deems it necessary it may modify in good faith, the economic terms of the agreement. In such event, the County will notify the labor organization of the need to modify and will provide thirty (30) days within which to bargain over the contemplated agreement. As provided in the collective bargaining agreement, that if at the end of the thirty (30) day period, the parties have been unable to resolve the issue, the Commission shall act in good faith to resolve the modifications on its own.

Every collective bargaining agreement will expressly prohibit all strikes and picketing of any kind. A strike will include any refusal to perform services, walk-out, sick-out, sit-in, or any other form of interference with County operations. The collective bargaining agreement will also provide that any County employee who engages in any strike or concentrated refusal to work or who pickets over any personnel matter will be subject to immediate termination.

Every collective bargaining agreement will include a provision that extends the duty of fair representation by the union to County employees in the bargaining unit. Every collective bargaining agreement will inform County employees of their right to refrain from engaging in and supporting labor organization activity as well as their right to oppose labor organization activity.

Every collective bargaining agreement will expressly prohibit union representatives and County employees from accepting paid time off for purposes concerning labor organization activities related to collective bargaining, including but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining related activity other than earned County leave. However, the collective bargaining agreement may allow paid time off for grievance-handling, advisory committees, establishing a work calendar and external communication.

Once an agreement is finalized, the agreement is considered inclusive and complete. Once an agreement is entered into, the County may refuse to negotiate any item that is addressed in the existing agreement, or that was discussed during negotiations for the existing agreement, for the term of the agreement.

### **Negotiation Procedures**

Both the County and the Union will designate one (1) or more persons to serve as its bargaining representative during negotiations with employee representatives. Additional members of the bargaining team for each party may include an attorney, professional negotiator, employee, Commissioner or other qualified person. Each team shall appoint a chairperson to lead the negotiation team and serve as spokesperson to communicate with the Commission or to ensure appropriate communication is made to the representative constituents.

The negotiation team is empowered to reach a tentative agreement within the parameters established by the Commission. Individual team members shall not negotiate privately with representatives of the other team.

The employee representative must notify the Presiding Commissioner in writing of any issues for negotiation prior to the date of the first regular June meeting of the Commission of the year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative desires to negotiate and reasonably explain how the suggested change will positively benefit the goals of the County. Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

Negotiations will begin no earlier than the date of the first regular August meeting of the Commission and will conclude prior to the date of the first regular October meeting of the Commission of the year in which negotiations occur. If a tentative agreement is reached, it must be ratified by all parties no later than December 31 to be included in the next fiscal year's budget. If not ratified by that date, the agreement will not begin until the following fiscal year, and all financial benefits shall remain status quo and shall not be retroactive.

Negotiation meetings will be scheduled at times that will not interfere with the work duties of the members of the negotiation teams and will be scheduled to be the least disruptive to the normal business of the County. Employees will not be given paid or unpaid leave from their duties to participate in negotiations. Meetings, records and votes of negotiation preparation will be closed in accordance with law.

Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Agreements will be tentative until approved by the bargaining unit, approved by a majority vote of the whole Commission, and signed by the employee representatives and the Commission, in accordance with law. The representative union shall ratify the tentative agreement before it is presented to the Commission for ratification. The union is responsible for obtaining consent to the tentative agreement from the bargaining unit and will notify the Commission in writing of the decision. Once a written tentative agreement has been presented to the Commission, it may adopt, modify or reject the agreement.

**Election of Employee Representative:**

To request an election to select a union, a County employee must first submit to the Presiding Commissioner:

1. A description of the proposed bargaining unit requesting representation. The description will include the general classifications of employees sought to be included and excluded and the approximate number of employees in the proposed bargaining unit. Supervisory employees will not be included in the bargaining unit that they supervise. Supervisory and non-supervisory employees will not be included in the same bargaining

unit. No more than one election in a bargaining unit will take place during a twelve month period.

2. The name of the union seeking recognition as the exclusive representative and the name, address, e-mail address and telephone numbers of the union's contact person.

3. A petition requesting an election by secret ballot signed by at least 30 percent of the County employees in the proposed bargaining unit. No signature can be older than six (6) months from the date the petition is submitted to the Presiding Commissioner. The petition will be submitted in a sealed envelope separate from the other required information and labeled "Petition."

Once the Presiding Commissioner receives such a request, he or she will post notice of receipt of the request in the same location that notices for Commission meetings are posted.

The Presiding Commissioner and the contact person for the union seeking recognition will identify a person mutually acceptable to both the County and the union to review the petition. The person will not be an agent or representative of either the County or the union. The Presiding Commissioner will provide the designated person a list of names of County employees meeting the definition of the proposed bargaining unit. The envelope labeled "Petition" will remain sealed until the designated person opens it to verify that signatures from at least 30 percent of the employees in the proposed bargaining unit were obtained. The designated person will not disclose the petition, which employees signed the petition, or the total number of employees who signed the petition to any person unless required by law. The designated person will notify the Presiding Commissioner whether 30 percent of the signatures were obtained, but will not provide additional information unless required by law.

The Presiding Commissioner, and the person designated to review the petition, will have 30 business days to verify that the required information is present and to examine the description of the proposed bargaining unit. The Presiding Commissioner will notify the contact person for the union seeking recognition of any missing information, so that the problem can be corrected immediately.

If the information is complete, the Presiding Commissioner will submit to the Commission a written recommendation on the appropriateness of the bargaining unit description and a list of the County employees who would belong to the unit, if formed. If the Presiding Commissioner determines that the description is appropriate and the Commission agrees, the Commission will set a date for the election to take place.

If the Presiding Commissioner determines that the proposed bargaining unit is not appropriate, the Commission will set a date and time for a public hearing on the issue, unless the County and the union agree that a hearing is not necessary to resolve the dispute. If a hearing is held, the contact person for the union seeking recognition will receive notice of the hearing. The Presiding Commissioner and the entity seeking recognition will have an opportunity to present witnesses and arguments. The Commission will make a determination as to the appropriateness of the description of the proposed bargaining unit within ten (10) business days of the hearing. The Commission's decision will be final.

The Commission will approve the ballot language after receiving recommendations from the Presiding Commissioner and any union that will appear on the ballot. All ballots will include an option where an employee may vote not to be represented by any union. The Presiding Commissioner will provide notice of the election in writing, electronically or otherwise, to all employees in the proposed bargaining unit and shall post notice of the election at the Commissioners' Office no less than ten (10) business days prior to the election. The notice shall contain:

1. The date, hours and place of the election.
2. A copy of Commission policies and procedures regarding the election of an employee representative.
3. A description of the proposed bargaining unit.
4. A sample ballot with "Sample" clearly marked on its face.

The election will be held in one (1) or more polling places reasonably convenient to the employees voting and at times when the employees in the proposed bargaining unit may vote without leaving their assigned duties. The election will be conducted by secret ballot. The Presiding Commissioner will appoint one (1) or more County employees or other persons who do not belong to the proposed bargaining unit, or to any union listed on the ballot, to check the names off of a list of all employees in the proposed bargaining unit, and distribute and collect the ballots. Both the County and the proposed union may have one (1) observer at the election, who may challenge a ballot at the time it is cast. Such challenged ballots shall be set aside. Challenged ballots will not be considered unless the votes could affect the results of the election. If the ballots might affect the results of the election, the challenged ballots will be presented to the Commission for a determination.

Ballots will not be tallied until after the posted time for closing the polls, unless all eligible voters have cast their ballots. The ballots will be tallied by the Presiding Commissioner in the presence of the designated observer from each party. Tallied ballots will be placed in a sealed envelope and saved until all objections are resolved and the Commission votes to certify the election results. The tentative results will be recorded in writing and signed by the observers present when the ballots were tallied.

Within ten (10) business days after the votes are tallied, any employee may file with the Commission an objection to the conduct of the election or conduct affecting the results of the election, which shall contain a statement of the reasons for the objection. A copy of the objection will be provided to all members of the Commission, as well as the contact person(s) for the union seeking to represent the proposed bargaining unit. The Presiding Commissioner will investigate all claims.

Unless the persons objecting to or challenging the ballots agree otherwise, the Commission will hold a hearing for all objections received and for all challenged ballots if the challenged ballots might impact the election. If a hearing is held, the contact person(s) for the union seeking recognition and the person(s) filing the objection or challenging the ballots will receive notice of the hearing. The Presiding Commissioner, the person(s) who filed the objection and the person(s)

challenging the ballots will have an opportunity to present witnesses and arguments. The Commission will make a decision within ten (10) business days of the hearing. The Commission's decision will be final.

The final results of the election will be presented to the Commission after the time for filing objections has expired or the Commission has made a decision on all objections and, if necessary, challenged ballots. A union will become the employee bargaining representative if it receives a majority of the votes cast, once the Commission has voted to certify the election.

All actual expenses of the election will be divided between the County and the union seeking to represent the County employees. "Actual expenses" include the additional costs incurred in running the election, such as the printing costs for notices and ballots, the costs of renting machinery, the costs incurred in providing poll workers other than observers and the costs incurred in providing necessary security at the election, as determined by the County. The County may require the union to pay the County the union's proportional share prior to incurring costs.

**Decertification of an Employee Representative:**

County employees within the bargaining unit shall have the right to seek decertification of the labor organization as their exclusive bargaining representative at any time by obtaining signed cards by 30% of the employees within the unit stating that they no longer wish to be represented by the labor organization. An election will then be conducted in the same manner as set for certification herein.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, August 13, 2019

**IN THE MATTER OF THE APPLICATION FOR  
AMENDMENTS TO FRANKLIN COUNTY'S  
UNIFIED LAND USE REGULATIONS  
FILED BY THE PLANNING AND ZONING  
DEPARTMENT BEING FILE #190152**

**WHEREAS**, on the 29th day of June, 2019, the above named applicant filed a request to amend the Unified Land Use Regulations of Franklin County, as shown in Article 2: Basic Definitions and Interpretations attached hereto and incorporated by reference herein; and

**WHEREAS**, said application was submitted to the Franklin County Planning and Zoning Commission for its report and recommendation; and

**WHEREAS** on the 16th day of July, 2019 the Franklin County Planning and Zoning Commission issued its recommendation in favor of such application; and

**WHEREAS**, on the 1st day of August, 2019 a public hearing was held on the above application after publication and notice as required by law with said hearing being held at 1:30 p.m. at the County Commission Chambers; and

**WHEREAS** after conducting the public hearing and giving consideration to such amendments the County Commission has determined that adopting said amendments is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County as follows:

1. The proposed amendments be and are hereby adopted
2. The Planning and Zoning Department is hereby directed to cause such amendments to be incorporated and included in the Franklin County Land Use Regulations and that a sufficient number of copies of the Land Use Regulations with the amendments included, as appropriate, be prepared and distributed so as to provide sufficient copies to appropriate County officials and employees and to have copies available for public viewing.

**IT IS FURTHER ORDERED** that any application or document which was filed in an appropriate manner with the Planning and Zoning Department prior to the effective date of this Order shall be processed under the previous regulations unless the applicant elects, in writing, to comply with the newly amended regulations.

**IT IS FURTHER ORDERED** that a copy of this order is provided to Scottie Eagan, Planning Director.

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

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

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

## Article 2: Basic Definitions and Interpretations

### *Section 15: Definitions*

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in these regulations. Any word not defined shall be given its normal and customary definition. (Note: With respect to definitions applicable to all types of landfills, in the event there is a conflict between definitions set forth herein and the definition of the same term provided in Section 260.200 of the Revised Statute of Missouri and 10 Code of State Regulations, 20-2.010 et seq., the statutory and regulatory definitions shall control.)

**100-Year Flood (for purposes of Article 11 only):** see “Base Flood”.

**A Frame Sign:** A moveable sign not secured or attached to the ground or surface upon which it is located, but supported by its own frame and most often forming the cross-sectional shape of an A. (Also known as sidewalk sign.)

**Accessory:** The term applied to a building, structure or use which is clearly incidental or subordinate to and customary in connection with the principal building, structure or use and which is located in the same lot with the principal building, structure or use. No residential building, tourist cabin or summer colony cottage shall be considered as accessory to any other residential building except as is expressly provided in this Order. Any accessory building or structure attached to a principal building or structure is deemed to be part of such principal building or structure in applying these regulations to such building or structure.

**Accessory Dwelling:** An accessory structure, but not a mobile home, with complete housekeeping facilities for single-family occupancy for use by only immediate family members or guests of the occupants of the principal single-family dwelling on the lot at no charge. Also known as mother-in-law quarters, guest house or carriage house.

**Accessory Structure:** A subordinate structure detached from but located on the same lot as a principal building. The use of an accessory structure must be similar and accessory to the use of the principal building. Accessory structures include garages, decks and fences.

**Accessory Structure (for purposes of Article 11 only):** The same as “Appurtenant Structure”.

**Accessory Use:** A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use.

**Actual Building Construction:** Includes the placement of construction materials in permanent position and fastened in a permanent manner and within the time requirements elsewhere in the Regulations.

**Actuarial Rates (for purposes of Article 11 only):** See “Risk Premium Rates”.

**Acreage, Gross:** The entire area within the boundary lines of the proposed lot or tract, including the area to be dedicated for street and alley right-of-way and public use.

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

**Acreage, Net:** The total acreage of a lot, tract, or parcel of land excluding land in existing roads, streets, roadway easements, or rights-of-way. Unless clearly indicated to the contrary, the use of the term “acreage” in these regulations is referring to Acreage, Net.

**Administrator (for purposes of Article 11 only):** The Federal Insurance Administrator.

**Adult Entertainment Use:** An establishment consisting of, including, or having the characteristics of any or all of the following:

1. **ADULT BOOKSTORE** - An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, publications, tapes, or films that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or anatomical genital areas.
2. **ADULT CABARET** - An establishment devoted to adult entertainment, either with or without a liquor license, presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to sexual activities or anatomical genital areas or an establishment that features topless dancers, go-go dancers, strippers, male or female impersonators, or similar entertainers for observation by patrons.
3. **ADULT MINI MOTION PICTURE THEATER** - An enclosed building with a capacity for less than fifty persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to sexual activities or anatomical genital areas.
4. **ADULT MOTION PICTURE THEATER** - An enclosed building with a capacity for fifty or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to sexual activities or anatomical genital areas.

**Agency (for purposes of Article 11 only):** the Federal Emergency Management Agency (FEMA).

**Aggrieved Person:** Any owner, lessee or tenant of land or public officer, department, board, or bureau or other persons or entities as defined by state law affected by any decision of the Zoning Official in administering these regulations.

**AGL (Above Ground Level):** Ground level shall be determined by the average elevation of the natural ground level within a radius of 50 feet from the center location of measurement.

**Agricultural:** The planting, cultivating, harvesting and storage of grains, hay, plants, grapes, fruits or trees commonly grown in the County as well as the raising and breeding of livestock, poultry or similar animals.

**Agricultural Commodities (for purposes of Article 11 only):** Agricultural products and livestock.

**Agricultural Processing:** Operations that transform, package, sort, or grade livestock or livestock products, agricultural commodities, or plants or plant products, excluding forest products, into goods that are used for intermediate or final consumption including goods for nonfood use. Agricultural processing shall not include commercial feedlots or slaughterhouses.

**Agricultural Sales and Services:** A use primarily engaged in the sale or rental of farm tools and implements, feed, grain, tack, animal care products and farm supplies. This definition excludes the sale of large implements, such as tractors and combines but includes food sales and farm machinery repair services that are accessory to the principal use.

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**Agricultural Structure (for purposes of Article 11 only):** Any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

**Airport:** A complex of runways and buildings used or intended to be used for the takeoff, landing and maintenance of aircrafts, and includes its buildings and facilities, if any.

**All-Terrain Vehicle:** Small motor vehicle with three or four wheels that is designed for use on various types of terrain.

**Amateur Antenna:** An antenna that transmits noncommercial communication signals and is utilized by any person licensed as an amateur operator by the Federal Communications Commission.

**Amateur Radio Tower:** A tower or other antenna support structure that exclusively supports amateur antennas.

**Animal Auction House:** A building, area or areas within a building used for the public sale of livestock and/or domestic animals.

**Animated Sign:** A form of digital advertising that displays messages that move, appear to be moving, use lighting effects to portray movement or display information in a video or video like format.

**Annual Utility Waste Landfill Certification Fee:** The initial and annual fee required with respect to Annual Compliance Certification of Utility Waste Landfills, as set forth in Section 236, Subsection B, 4, which must be paid by the owner/operator as a condition of County permission to construct and operate a Utility Waste Landfill, and the annual renewal required thereafter for such compliance certification.

**Antenna:** Equipment designed to transmit or receive electronic signals.

**Apiary:** Combs, hives, appliances or colonies, wherever bees are kept, located or found.

**Appeal (for purposes of Article 11 only):** A request for review of the Floodplain Administrator's interpretation of any provision of Article 11 or a request for a variance.

**Applicant:** Persons having the legal authority to request action in accordance with the permit or the subdivision approval or persons who have permission from persons having the legal authority to take action. Generally this means owners or lessees of property, their agents or persons who have contracted to purchase property contingent upon their ability to acquire the necessary permits or the agents of such persons.

**Appurtenant Structure (for purposes of Article 11 only):** A structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

**Area of Special Flood Hazard (for purposes of Article 11 only):** The land in the floodplain within a community subject to a one percent or greater change of flooding in any given year.

**Archery Range, Indoor:** A facility designed to offer a totally controlled shooting environment for the art, practice, or skill of propelling arrows with the use of a bow.

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**Archery Range, Outdoor:** An outdoor facility that may include structures or buildings, used for target practice with bows and arrows.

**Auction House:** A building, or areas within a building, used for the public sale of goods, wares, merchandise or equipment to the highest bidder. This definition excludes livestock or motor vehicles.

**Aviary:** A place for keeping birds confined for the purpose of raising, exhibiting or selling.

**Awning:** A rooflike structure, often made of canvas or plastic, that serves as a shelter, as over a storefront, window, door, or deck

**Back-to-back sign, double faced sign, or V-type sign:** A sign with two (2) sides each of which can be read from opposite directions of the same roadway, with not more than one (1) face on each side and not more than two (2) display areas to each facing. The total display area for each side must not exceed 672 square feet. (See Figure 2 and Figure 3 in Article 16)

**Base Flood (for purposes of Article 11 only):** The flood having a one percent chance of being equaled or exceeded in any given year.

**Basement (for purposed of Article 11 only):** Any area of the structure having its floor subgrade (below ground level) on all sides.

**Beacon Light:** Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

**Bed and Breakfast:** An establishment or place of business that is a private, owner-occupied single family dwelling which provides between one (1) and five (5) guest rooms for paying guests on a reservation basis, with or without food service.

**Billboard Large:** An off-premise sign that is exceeding thirty two (32) square feet in size that is intended or used to advertise, direct or inform the traveling public of an establishment, products, services, entertainment or other information which is not sold, produced or furnished upon the property in which the sign is located. Directional and other official signs are not considered billboards.

**Billboard (Mini):** An off-premise sign that is equal to or less than thirty two (32) square feet in size that is intended or used to advertise, direct or inform the traveling public of an establishment, products, services, entertainment or other information which is not sold, produced or furnished up the property in which the sign is located. Directional signs or other official signs are not considered mini-billboards.

**Block:** A platted tract of land entirely surrounded by public highways, streets, streams, railroad rights-of-way or parks or a combination thereof. In places where the platting is incomplete or disconnected, the Director shall determine the outline or perimeter of a block.

**Boarding House (Temporary Worker Housing):** A residential use consisting of at least one dwelling unit together with more than two rooms that are rented or are designed or intended to be rented but which rooms, individually or collectively, do not constitute separate dwelling units. A rooming house or boarding house is distinguished from a tourist home in that the former is designed to be occupied by

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longer term residents (at least month-to-month tenants) as opposed to overnight guests. This type of residence should be used primarily to house temporary workers for the support of local businesses.

**Building:** A structure designed to be used as a place of occupancy, storage or shelter.

**Building (for purposes of Article 11 only):** see “Structure (for purposes of Article 11 only).”

**Building, Accessory:** A minor building that is located on the same lot as a principal building and that is used incidentally to a principal building or that houses an accessory use. A storage building may not be a manufactured house (mobile home).

**Building, Principal:** The primary building on a lot or a building that houses a principal use.

**Business:** A usually commercial or mercantile activity engaged in as a means of livelihood.

**Cabinet:** A structure for the protection and security of communications equipment associated with one or more antennas where direct access to equipment is provided from the exterior and that has a horizontal dimension that does not exceed 4 feet by 6 feet and vertical height that does not exceed 6 feet.

**Campground:** An area where facilities are provided for recreational or camping vehicles or travel trailers, tents or other portable habitation, utilized by the public as a place for camping, vacationing, which are in place for not more than 30 days. The park may include certain recreational or service facilities for the use of the residents of the park.

**Canopy:** Roof-like covers that project from the wall of a building or are freestanding for the purpose of shielding from the elements. Canopies may also be freestanding, such as a covering over a service station island. Canopy does not include marquee signs.

**Cells:** The operational phases or structures of a Utility Waste Landfill, within which Utility Waste is stored, as depicted on plans approved by MDNR pursuant to a construction permit or modification thereof. Cells of a Utility Waste Landfill adjoin one another and are separated only by berms. Cells are utilized in order to manage the construction within the entire proposed Utility Waste Landfill site so that only the Cell needed at a given point in time is actually used for the depositing of Utility Waste.

**Centralized Sewer:** A central sewage treatment facility owned or operated by a municipality, not-for-profit or public or private sewer district or similar authority, for a single development, community or region with an accompanying collection network. All systems must be designed to properly provide for the safe treatment and disposal of the generated raw sewage and are subject to the approval by the appropriate sanitation and health officials.

**Centralized Water:** A domestic water supply source and distribution system owned and operated by a municipality, not-for-profit or public or private water district or similar authority that provides a clean and sanitary water supply to a single development, community or region. All systems are subject to the approval by the Missouri Department of Natural Resources.

**Certify:** Whenever these regulations require that some agency certify the existence of some fact or circumstance to the county, the county may require that such certification be made in any manner that provides reasonable assurance of the accuracy of the certification. By way of illustration, and without

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limiting the foregoing, the county may accept certification by telephone from some agency when the circumstances warrant it, or the county may require that the certification be in the form of a letter or other document.

**Change in Use:** When the essential character or nature of the activity conducted on the lot changes. This occurs whenever the change involves a change from one principal use category to another. A mere change in the status of property from unoccupied to occupied or vice versa does not constitute a change in use.

**Chief Executive Officer or Chief Elected Official (for purposes of Article 11 only):** The official of the community who is charged with the authority to implement and administer laws, articles, and regulations for that community.

**Circulation Area:** That portion of the vehicle accommodation area used for access to parking or loading areas or other facilities on the lot. Essentially, driveways and other maneuvering areas (other than parking aisles) comprise the circulation area.

**Coal Combustion Residuals (CCRs):** Fly ash, bottom ash, broiler slag, and flue gas desulfurization materials destined for disposal in a Utility Waste Landfill (UWL). CCRs are also known as coal combustion wastes (CCWs) when destined for disposal.

**Combination Uses:** When a single piece of property proposes more than one permitted (or Conditional) use. When proposing combination uses, the total density permissible on the entire tract shall be determined by having the developer indicate on the plan the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Commercial Antenna/Tower:** Any tower and/or antenna that transmits or receives communications as part of a for-profit business. The term shall exclude satellite earth station antennas less than 6 feet in diameter (mounted within 12 feet of the ground or building mounted) and any receive only home television antennas.

**Commercial Slaughterhouse:** A facility for the slaughtering and processing 1,000 or more head of livestock or 5,000 or more birds per year and the refining of their byproducts. Less than 1,000 head of livestock or less than 5,000 birds per year see “Agricultural Processing”.

**Commercial Service:** Retail establishments that primarily render services rather than goods. Such services may include, but not be limited to, copy shops, printing services, package and postal services, photo processing, janitorial services and similar operations.

**Commercial Storage, Indoor:** The use of any building for non-transitory, semi-permanent or long-term, containment, holding, leaving, or placement of goods or materials used in connection with a business. Items include but are not limited to more than 2 commercial vehicles, equipment used in connection with business, items for sale, etc. All items being stored shall be completely concealed in the building.

**Commercial Storage, Outdoor:** The use of any building or premise for non-transitory, semi-permanent or long-term, containment, holding, leaving, or placement of goods or materials used in connection with a business. Items include but are not limited to more than 2 commercial vehicles, equipment used in connection with business, items for sale, etc.

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**Commercial Vehicle:** A vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. Includes fleet vehicles, company cars, or other vehicles used for business. Types of vehicles allowed as a commercial vehicles include:

- Truck
- Semi-truck tractor/trailer
- Van
- Taxicab
- Box truck (also known as a straight truck)

**Communications Tower:** A structure designed for the support of one or more antennae and including guyed towers, self-supporting (lattice) towers or monopole but not disguised support structures or buildings. Includes radio and television transmitting and receiving towers with accessory transmitting stations. This does not include a cable television (CATV) tower which receives the signals of ordinary TV broadcasting stations, amplifies them, transmits them by cable or microwave, and ultimately distributes them by wire to the receivers of its subscribers. This definition shall not restrict the right of governmental or municipal agencies to locate such towers for their own specific needs and shall not include amateur radio stations or public utilities regulated by the Missouri Public Service Commission.

**Common Ground:** The land within or related to a development, that is designed and intended for the common use or enjoyment of the residents of the development and their guests and that may include such complementary structures and improvements as are necessary and appropriate. Also known as "open space".

**Community (for purposes of Article 11 only):** Any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**Composting Facility:** A commercial facility where yard waste is accepted from the public for composting. Composting is an aerobic (oxygen-dependent) degradation process by which organic wastes decompose under controlled conditions.

**Compounded Sign:** A sign that advertises two or more businesses or events and is located on the property in which the businesses or events is held. See Table 1 in Article 16.

**Conditional Use:** A use that, because of special requirements or characteristics, may be allowed in a particular zoning district only after review and approval by the Planning and Zoning Commission.

**Conditional Use Permit:** A permit issued by the Planning and Zoning Commission that authorizes the recipient to make use of property in accordance with the requirements of these regulations as well as any additional requirements imposed by the Planning and Zoning Commission.

**Construction Business:** The commercial activity involved in repairing structures or constructing new ones.

**Construction Standards:** The technical requirements and methods by which Utility Waste Landfills must be constructed in accordance with the requirements of the Missouri Department of Natural Resources (MDNR) and the United State Environmental Protection Agency (EPA), as may be applicable.

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**Construction Waste Material:** The materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure including houses, buildings, industrial or commercial facilities, and roadways. Includes structural and functional materials comprising the structure and surrounding site improvements, including, but not necessarily limited to:

- Brick
- Stone
- Glass
- Drywall
- Plumbing Fixtures
- Carpeting
- Roofing materials

**Convenience store:** A stand-alone structure not connected to any other retail stores, less than 5,000 square feet in size, engaged in the sale of personal or household merchandise, packaged foods and beverages, which may include fueling stations as an accessory use where permitted.

**Cost:** The total cost of all intended work and no person may avoid the intent of this definition by doing the intended work incrementally.

**Cost of Renovation, Repair or Restoration:** The fair market value of the materials and services necessary to accomplish a renovation, repair or restoration.

**County:** County of Franklin, Missouri.

**County Commission:** County Commission of the County of Franklin, Missouri.

**Cul-de-Sac:** A street having one (1) end open to traffic and one (1) being terminated by a vehicular turnaround

**Cultural Use:** Uses that service the public, such as but not limited to museums, art galleries and libraries by a public or private, non-profit facility.

**Dairy Farming:** An area of land on which animals are kept for the purpose of producing dairy products in commercial quantities, as well as the related buildings, equipment and processes.

**Day Care, Center:** A building occupied by a day care provider that receives more than five (5) persons for care for any part of a twenty-four (24) hour day, without overnight stays.

**Day Care, Group:** A building occupied by a day care provider that receives less than five (5) persons for care for any part of a twenty-four (24) hour day, without overnight stays.

**Dedicate:** To set aside for, or assign to, a specific function, task or purpose without compensation.

**Developer:** A person who is responsible for any undertaking that requires a zoning permit, conditional use permit, or sign permit.

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**Development:** Any man-made change to improved or unimproved real estate, construction, renovation, mining, extraction, or drilling activity or operation; any material change in the use or appearance of any structure or in the land itself; the division of land into parcels; any change in the intensity or use of land, such as an increase in the number of dwelling units in a structure or a change to a commercial or industrial use from a less intensive use; any activity that alters a river, stream, lake, pond, canal, woodlands, wetland, or other activity. This definition shall not apply to agricultural activities.

**Development (for purposes of Article 11 only):** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**Digital Billboard:** A billboard that has electronic displays that present one or more static advertisements for businesses or events, not located on the property, on a rotating basis.

**Dimensional Nonconformity:** A nonconforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.

**Directional and Informational Signs:** An on-premise sign designed to guide vehicular and/or pedestrian traffic by using words like “Entrance”, “Exit”, “One Way”, etc.

**Director:** The Director of Planning and Zoning of Franklin County or his/her designee.

**Domestic Animals:** An animal that has been tamed and kept by humans as a pet including, but not limited to, cats, dogs, guinea pig, etc.

**Driveway:** A private access for ingress/egress or means of approach to provide physical entrance to a property.

**Driveway (shared):** A private access for ingress/egress or means of approach to provide physical entrance to multiple properties.

**Duplex:** A structure on a single lot containing two apartment units, each of which is totally separated from the other by an unpierced wall extending from ground to roof and in which each unit has a separate, ground floor entrance.

**Dwelling:** A building or portion thereof designed or used primarily as living quarters for one or more families, but not including hotels, motor lodges, or other accommodations for the transient public.

**Dwelling Unit:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Easement:** A legal interest in land, granted by the owner to another person(s) or entity, which allows that person(s) the use of the designated portion of the owner’s land, for a stated purpose including but not limited to rights-of-way or placement of utilities. The easement may be for use under, on or above said property.

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**Educational Use:** A public, parochial or private institution that provides educational instruction to students.

**Effective Date of these Regulations:** Whenever these regulations refer to the effective date of these regulations, the reference shall include the effective date of any ordinance that amends these regulations, if the ordinance, rather than these regulations as originally adopted, creates a non-conforming situation.

**Elevated Building (for purposes of Article 11 only):** For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundations walls, shear walls, posts, piers, pilings, or columns.

**Eligible Community or Participating Community (for purposes of Article 11 only):** A community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP)

**Environmental Resource Officer:** The employee of the Franklin County Commission who shall insure that the owner/operator of a Non-Utility Waste and/or Utility Waste Landfill is operating the Non-Utility Waste and/or Utility Waste Landfill in accordance with the requirements of Section 236. The Environmental Resource Officer shall have the authority to enforce compliance with the regulations in Section 236 to the same extent the Administrator has with respect to violations of other provisions of the Unified Land Use Regulations pursuant to Article 5 of the Unified Land Use Regulations, except to the extent specifically provided otherwise in Section 236, which latter provisions shall control, in the event of any inconsistency.

**Existing Construction (for purposes of Article 11 only):** For the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing Construction” may also be referred to as “Existing Structures”.

**Existing Manufactured Home Park or Subdivision (for purposes of Article 11 only):** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by Franklin County.

**Expansion of an Existing Manufactured Home Park or Subdivision (for purposes of Article 11 only):** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Extraction:** The act or process of taking something out, usually with force.

**Expenditure:** A sum of money paid out in return for some benefit or to fulfill some obligation. the term also includes binding contractual commitments to make future expenditures, as well as any other substantial changes in position.

**FAA:** The Federal Aviation Administration.

**Facility:** A structure or place which is built, installed, or established to serve a particular purpose.

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**Family:** One or more persons living together as a single housekeeping unit.

**Farm Equipment and Machinery Sales and Services:** Establishments selling, renting or repairing agricultural machinery, equipment and supplies for use in soil preparation and maintenance, the planting and harvesting of crops and other operations and processes pertaining to farming and ranching.

**Farming:** All operations of a farm such as the cultivation, conserving, and tillage of the soil, dairying, production, the production, cultivation, growing and harvesting of any agricultural, floricultural, sod or horticultural commodities, the raising of livestock, bees, fur-bearing animals, freshwater fish, or poultry.

**FCC:** The Federal Communications Commission.

**Fence:** An enclosure or barrier, such as wooden posts, wire, iron, etc., used as a boundary, means or protection, privacy screening or confinement but not including hedges, shrubs, trees, or other natural growth.

**Final Plat:** The map of all or a portion of a subdivision that is presented to the approving authority for final approval

**Fish Hatchery:** Establishments devoted to hatching, raising or rearing fish.

**Fishing:** Sport of catching fish typically with rod, line, and hook.

**Flag Lot:** A lot of irregular shape with reduced frontage on a public or private street (less than 150 feet for lots 1 acre or greater and less than 75 feet for lots less than 1 acre) with dimensions which are otherwise adequate at the building line.

**Flashing:** Emitting a series of sudden and transient outbursts of light.

**Flood or Flooding (for purposes of Article 11 only):** A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland and/or (2) the unusual and rapid accumulation of runoff of surface waters from any source.

**Flood Boundary and Floodway Map (FBFM) (for purposes of Article 11 only):** An official map of a community on which the Administrator has delineated both special food hazard areas and the designated regulatory floodway.

**Flood Elevation Determination (for purposes of Article 11 only):** A determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**Flood Elevation Study (for purposes of Article 11 only):** An examination, evaluation, and determination of flood hazards.

**Flood Fringe (for purposes of Article 11 only):** The area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

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**Flood Hazard Boundary Map (FHBM) (for purposes of Article 11 only):** On official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

**Flood Insurance Rate Map (FIRM) (for purposes of Article 11 only):** An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**Flood Insurance Study (FIS) (for purposes of Article 11 only):** An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**Floodplain or Flood-Prone Area (for purposes of Article 11 only):** Any land area susceptible to being inundated by water from any source (see flooding).

**Floodplain Management (for purposes of Article 11 only):** The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**Floodplain Management Regulations (for purposes of Article 11 only):** Zoning articles, subdivision regulations, building codes, health regulations, special purpose articles (such as floodplain and grading articles) and other applications of police power. The term describes such state and local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

**Floodproofing (for purposes of Article 11 only):** Any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

**Floodway or Regulatory Floodway (for purposes of Article 11 only):** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Floodway Encroachment Lines (for purposes of Article 11 only):** The lines marking the limits of floodways of Federal, State and local floodplain maps.

**Flowering Plant:** A marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

**Fly ash:** The very fine globular particles of silica glass which is a product of burning finely ground coal in the boiler to produce electricity, and is removed from the plant exhaust gases by air emission control devices.

**Forestry:** The growing or harvesting of forest tree species used for commercial or related purposes.

**Fraternal or Private Club:** A building or property to be used by an association of people with a common interest. The establishment belonging to the club should be operated for objects of national, social, patriotic, political, or athletic nature, or the like and should not be operated for profit. This establishment may be used by persons for recreational and eating purposes, but not for dwelling purposes.

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If the activities of the club more closely resemble those of another land use, the zoning classification of the other use will apply.

**Freeboard (for purposes of Article 11 only):** A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

**Frontage:** That side of a lot abutting on a street or way and ordinarily regarded as the front of the lot, but it shall not be considered as the ordinary side of a corner lot.

**Frontage Street:** A property line which abuts a public right-of-way that provides public access or visibility to the premises.

**Fugitive Dust Controls:** The controls established to minimize the impact of fugitive dust on the environment. In addition to the specific controls set forth in these regulations, the County hereby also adopts prospectively the provisions of any State Implementation Plan (SIP) which may hereafter be enacted and adopted by the Missouri Department of Natural Resources. In the event that a conflict were to arise between the provisions of these regulations and any SIP, the more restrictive shall control.

**Functionally Dependent Use (for purposes of Article 11 only):** A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

**Garage, Private:** An accessory structure for storage of private motor vehicles.

**General Waste Material:** The accumulation of hazardous and non-hazardous discarded materials including, but not necessarily limited to:

- Animal, fruit and vegetable matter that attends the preparing, cooking delivering in or storing of fruits, fowls or vegetables
- Common household, commercial and/or industrial trash items such as, but no limited to paper, cardboard, plastic, etc.
- Tires
- All metals
- Large batch compost pile

**Golf Course:** Outdoor course of nine or more holes, which could include a driving range, cart rentals, pro-shop and restaurant services.

**Grandfathered:** Refer to “Nonconforming Use.”

**Greenhouse:** An establishment where flowers, shrubbery, vegetables, trees and other horticultural and floricultural products are grown both in the open and in an enclosed building for sale on a retail basis.

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**Gross Floor Area:** The total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

**Habitable Floor:** Any floor usable for living purposes, which includes working, sleeping, eating, cooking, or recreation, or any combination thereof. A floor used only for storage is not a habitable floor.

**Halfway House:** A home for not more than nine persons who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct, together with not more than two persons providing supervision and other services to such persons, eleven of whom live together as a single housekeeping unit.

**Handicapped or Infirm Home:** A residence within a single dwelling unit for at least six but not more than nine persons who are physically or mentally handicapped or infirm, together with not more than two persons providing care or assistance to such persons, all living together as a single housekeeping unit. Persons residing in such homes, including the aged and disabled, principally need residential care rather than medical treatment.

**Handicapped or Infirm Institution:** An institutional facility housing and providing care or assistance for more than nine persons who are physically or mentally handicapped or infirm. Persons residing in such homes, including the aged or disabled, principally need residential care rather than medical treatment.

**Heavy Construction Equipment:** Refers to a class of large fuel-run driver-operated machinery, specially designed for executing construction tasks, earth-moving, heavy lifting, demolition, and digging. Typical heavy equipment includes, but is not limited to, dozers, backhoes, dump trucks, excavators, etc.

**Height:** The vertical distance measure from the average grade of the base of the structure at ground level to its highest point and including the main structure and all attachments thereto.

**Height, Billboard (Large):** The vertical distance measured from grade of the elevation of the nearest roadway to the highest point of the sign. The height of any sign base or other structure erected to support or adorn the sign is measured as part of the sign height.

**Height, Billboard (Mini):** The vertical distance measured from the ground elevation at the base of the sign to the highest point of the sign.

**High Density:** Those residential areas in which the density is equal to or greater than one dwelling unit per 10,000 square feet.

**High-Volume Traffic Generation:** All uses other than low-volume traffic generation uses which sell retail goods.

**Highest Adjacent Grade (for purposes of Article 11 only):** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Historic Structure (for purposes of Article 11 only):** Any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the

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National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

**Home Occupation:** A commercial activity that: (i) is conducted by a person on the same lot (in a residential district) where such person resides, and (ii) is not so insubstantial or incidental or is not so commonly associated with the residential use as to be regarded as an accessory use (see Section 227), but that can be conducted without any significantly adverse impact on the surrounding neighborhood. Without limiting the generality of the foregoing, a use may not be regarded as having an insignificantly adverse impact on the surrounding neighborhood if: (i) goods, stock in trade, or other commodities are displayed outside any building or structure, (ii) any on-premises retail sales occur, (iii) more than one person not a resident on the premises is employed, part time or full time, in connection with the purported home occupation, (iv) it creates objectionable noise, fumes, odor, dust or electrical interference, or (v) more than 25 percent of the total gross floor area of residential buildings plus other buildings housing the purported home occupation, or more than 500 square feet of gross floor area (whichever is less), is used for home occupation purposes.

The following is a nonexclusive list of examples of enterprises that may be home occupations if they meet the foregoing definitional criteria: (i) the office or studio of a physician, dentist, artist, musician, lawyer, architect, engineer, teacher, or similar professional, (ii) workshops, greenhouses, or kilns, (iii) dressmaking or hairdressing studios.

**Hotel:** A commercial establishment where accommodations are provided for compensation, with or without meals, including related customary services, and in which ingress and egress to and from all rooms are made through an inside office or lobby supervised by a person in charge at all hours. Also, no provisions for cooking are allowed in individual rooms or suites.

**HUD Code:** The National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC 5401 *et seq.* as amended) and the regulations promulgated by the United States Department of Housing and Urban Development thereto (24 CFR Part 3282), commonly known as the “HUD Code.”

**Hunting:** Pursuit of game animals, principally as sport.

**Improvement:** Any manmade item or alteration that becomes part of, is placed in or is affixed to land with the intention of being permanent.

**Improvement Plan:** The engineering drawings intended to be used in the construction of street, trail, water, sewer, drainage, drainage facilities, landscape facilities and appurtenances.

**In Use:** Notwithstanding anything elsewhere in the Unified Land Use Regulations, including, without limitation, Article 6, for the purposes of Section 236 a “cell” of a Utility Waste Landfill shall be “In Use” and may be completed, notwithstanding any subsequent change in such regulations to the contrary, upon the earlier of: (a) (i) approval by MDNR of the design and engineering plans for such cell, as evidenced by the issuance by MDNR of a construction permit, a permit modification or other similar authorization

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and (ii) commencement of construction of such cell or any other component of the Utility Waste Landfill at least thirty (30) days prior to the effective date of such change in such regulations; or (b) completion of 10 percent of the construction of such cell, as measured by construction cost, including, without limitation, "soft costs" such as land acquisition, engineering and design, pursuit of governmental approvals and planning costs, allocable to such completed construction relative to the total construction cost of such cell. For purposes of this definition "construction" of a cell shall be deemed to have "commenced" upon the commencement of grading or other movement of earth following the issuance of an MDNR construction permit.

**Incidental Sign:** A sign, generally informational, that has a purpose secondary to the use of the property on which it is located, such as "no parking," "loading only," "telephone" and other similar directives.

**Independent Contractor:** A person, business or corporation who provides services to other entities under terms specified in a contract or within a verbal agreement. Typical categories include general contractors, self-employed truck drivers, etc.

**Independent Registered Professional Engineer (IRPE):** The individual selected by the Franklin County Commission to:

- Review and confirm all designs of any type of Non-Utility Waste or Utility Waste Landfill submitted in accordance with Section 236 to insure compliance with the applicable subsection of Section 236;
- To monitor in accordance with accepted engineering principals and practice, to monitor construction to determine if there are any material inconsistencies with the plans as submitted under Section 236 and the ongoing construction;
- To assist the Environmental Resource Officer with insuring that all landfills are being operated and maintained in accordance with Section 236 as well as to perform such other duties as set forth in these regulations. If necessary, the Independent Registered Professional Engineer is authorized to subcontract with a Registered Professional Geologist licensed in Missouri. The owner/operator shall pay all fees and expenses charged by the Independent Registered Professional Engineer, whether for direct or subcontracted services, in performing its obligations under Section 236. The Independent Registered Professional Engineer shall be licensed by the State of Missouri and must be experienced in the areas of landfill engineering, groundwater system design and groundwater quality analysis. In selecting the Independent Registered Professional Engineer, the County Commission shall also give consideration to the Engineer's experience in landfill design and construction. The selection of the Independent Registered Engineer shall be in the sole and exclusive discretion of the Franklin County Commission.

**Industrial Equipment:** A power-driven machine (or a group of machines working together in a coordinated manner), not portable by hand while working, that is used to manufacture or to process material by cutting; forming; pressure; electrical, thermal, or optical techniques; lamination; or a combination of these processes. It can include associated equipment used to transfer material or tooling, including fixtures, to assemble/disassemble, to inspect or test, or to package.

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**Intermediate Care Home:** A facility maintained for the purpose of providing accommodations for not more than seven occupants needing medical care and supervision at a lower level than that provided in a nursing care institution but at a higher level than that provided in institutions for the handicapped or infirm.

**Intermediate Care Institution:** An institutional facility maintained for the purpose of providing accommodations for more than seven persons needing medical care and supervision at a lower level than that provided in a nursing care institution but at a higher level than that provided in institutions for the handicapped or infirm.

**Intermittent:** Occurring at intervals.

**Junior Real Estate Sign:** A sign that is less than or equal to thirty-two (32) square feet in size and advertises the sale of a property. Such signs shall be located out of rights-of-way and have permission from property owners.

**Kennel, Large:** A commercial operation that: (i) provides food and shelter and care of animals for purposes not primarily related to medical care (a kennel may or may not be run by or associated with a veterinarian), or (ii) engages in the breeding of animals for sale. Kennel, large shall have more than 10 total animals.

**Kennel, Small:** A commercial operation that: (i) provides food and shelter and care of animals for purposes not primarily related to medical care (a kennel may or may not be run by or associated with a veterinarian), or (ii) engages in the breeding of animals for sale. Kennel, small shall have no more than 10 total animals.

**Laboratory:** A building or portion thereof in which scientific, medical or dental research, investigation or testing is conducted.

**Land Disturbance:** Any activity involving the clearing, cutting, excavating, filling or grading of land or any other activity that alters land topography or vegetative cover. A land disturbance permit is required when one (1) acre or more of land is disturbed.

**Large Batch Compost Pile:** A collection, more than 30 cubic feet, of organic and kitchen refuse set up so that it decomposes for use in fertilizing and conditioning a garden or yard. Properties located in the Non-Urban and Agricultural (NUA) zoning district shall be exempt.

**Large Real Estate Sign:** A sign that is greater than thirty-two (32) square feet in size and advertises the sale of a property and is located on the property which is advertised as being for sale. Any large real estate sign not on the property which is being advertised as being for sale shall fall under billboard (mini).

**Landing Field:** A parcel of ground large enough and flat enough for a small one or two engine aircraft to land and take off

**Lateral Extensions:** See definition of "Cells."

**Livestock:** Generally accepted outdoor farm animals, including but not limited to, cows, goats, horses, pigs, fowl, etc. Does not include cats, dogs and other house pets.

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**Loading and Unloading Area:** That portion of the vehicle accommodation area used to satisfy the requirements of parking.

**Local Road:** Comprised of all facilities not included on one of the higher systems. Enables travel from residences over short distances to reach routes of higher classification and provides uncontrolled access to adjacent land.

**Lot:** A parcel of land, within a subdivision, whose boundaries have been established by some legal instrument such as a recorded subdivision map and which is recognized as a separate entity for purposes of transfer of title.

**Lot Area:** The total area circumscribed by the boundaries of a lot, except that when the legal instrument creating a lot shows the boundary of the lot extending into a public street right-of-way, then the lot boundary for purposes of computing the lot area shall be the street right-of-way line, or if the right-of-way line cannot be determined, a line running parallel to and 30 feet from the center of the travel portion of the street.

**Low Density:** Those residential areas in which the density is equal to or less than one dwelling unit per 40,000 square feet.

**Lowest Floor (for purposes of Article 11 only):** The lowest flood of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this article.

**Low-Volume Traffic Generation:** Uses such as furniture stores, carpet stores, major appliance stores, etc. that sell items that are large and bulky, that need a relatively large amount of storage or display area for each offered for sale, and that therefore generate less customer traffic per square foot of floor space than stores selling smaller items.

**Major Subdivision:** A subdivision of land which requires the installation of any utility or results in the creation of seven (7) or more lots (within a ten year time period) unless otherwise exempted by these regulations. This includes all unsubdivided developments with greater than two (2) dwelling units.

**Major Subdivision Road:** A road used to access five (5) or more lots or three (3) or more dwelling units. A Major Subdivision Road cannot be classified as such unless it meets the minimum requirements from the point where it leaves the publicly maintained right-of-way.

**Management Areas:** The area which comprises the utility waste landfill to include driveways and ancillary uses which are under the control of and managed by the operator of the utility waste landfill.

**Manufactured Home (for purposes of Article 11 only):** A structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" **does not include** a recreational vehicle.

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**Manufactured Home Park or Subdivision (for purposes of Article 11 only):** A parcel (or contiguous parcels) of land divided into two or more manufacture home lots for rent or sale.

**Manufacturing, Heavy:** An establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials or the build storage and handling of such products and materials. This term includes but is not limited to stonework or concrete product manufacturing, vehicle manufacturing, fabrication of metal products, manufacturing of agricultural, construction or mining machinery, lumber milling, permanent concrete/batch plant.

**Manufacturing, Light:** An establishment engaged in the indoor manufacturing, assembly, fabrication, packaging, and/or processing of finished products or parts, primarily from previously prepared materials and incidental storage and distribution of such products but does not include basic industrial processing from raw materials.

**Map (for purposes of Article 11 only):** The Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

**Marijuana or Marihuana:** Means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. Does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one (0.3) percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

**Marijuana Infused Products:** Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking including, but not limited to, edible products, ointments, tinctures, and concentrates.

**Market Value or Fair Market Value:** An estimate of what is fair, economic, just, and equitable value under normal market conditions

**Material Public Nuisances:** Shall include the following:

- Construction Waste Material
- General Waste Material
- All Landfill Waste Material
- More than 2 unlicensed vehicles, vessels or trailers
- Substantially destroyed buildings
- Junk, dismantles, burned, derelict or wrecked motor vehicles, mobile homes, trailers or vessels

**MDNR:** The Missouri Department of Natural Resources.

**Mean Sea Level (for purposes of Article 11 only):** For purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

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**Medical Hardship:** A mobile home placed and occupied, by an immediate family member, as a residence temporarily upon a lot with an existing site built home where there is a proven medical condition warranting a family member to live close by. Existing site built home shall be constructed in accordance with the standards set forth in the Franklin County Building Code and occupied by the property owner.

**Medical Marijuana Cultivation Facility:** A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

**Medical Marijuana Dispensary Facility:** A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for by the Missouri Department of Health and Senior Services to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

**Medical Marijuana-Infused Products Manufacturing Facility:** A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

**Medical Marijuana Testing Facility:** A facility certified by the State of Missouri and Senior Services to acquire, test, certify, and transport marijuana.

**Medical Use:** The production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

**Medium Density:** Those residential areas in which the density is between 10,000 and 40,000 square feet per dwelling unit.

**Micro-Brewery:** A small brewery producing fewer than 15,000 barrels of beer and ale a year with one (1) or more buildings used for the processing of beer making, sale of beer and related products and related areas for offices, laboratories, and related beer producing activities. All beer offered for sale must be produced under a State of Missouri domestics license. Retail activities are limited to the sale of beer, prepackaged food items and gift items.

**Micro-Distillery:** A small distillery producing fewer than 500 barrels of liquor a year with one (1) or more buildings used for the processing of liquor making, sale of liquor and related products and related areas for offices, laboratories, and related beer producing activities. All liquor offered for sale must be produced under a State of Missouri domestics license. Retail activities are limited to the sale of liquor, pre-packaged food items and gift items. In addition, seventy-five (75%) of the liquor for sale must be produced from grains either grown on the premises or within the State of Missouri.

**Mining:** The extraction of minerals, including solids, such as soil, coal and ores; liquids, such as crude petroleum; and gases, such as natural gases.

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**Minor Repairs or Renovations:** Repairs or renovation costs that do not exceed fifty percent (50%) of the structural value of a structure or site improvement.

**Minor Subdivision:** A division of land into six (6) lots or less within a 10 year period.

**Minor Subdivision Road:** A street used to access three (3) or four (4) lots or two (2) dwelling units. A Minor Subdivision Road cannot be classified as such unless it meets the minimum requirements from the point where it leaves the publicly maintained right-of-way

**Mobile Home (Double):** New and used mobile homes certified as meeting HUD Code on a permanent chassis and transportable in one or more sections, which contains all the necessary plumbing, heating, air conditioning and electrical systems and is designed to be used as a dwelling with or without a permanent foundation. Mobile home (double) shall be at least twenty-four (24) feet in width by forty (40) feet in length with a pitched roof and siding and roofing materials similar in appearance as provided in the building code for single family dwellings.

**Mobile Home (Single):** New and used mobile homes certified as meeting HUD Code and on a permanent chassis and transportable in one or more sections, which contains all the necessary plumbing, heating, air conditioning and electrical systems and is designed to be used as a dwelling with or without a permanent foundation. Mobile home (single) shall be at least fourteen (14) feet in width by forty eight (48) feet in length.

**Mobile Home Park Subdivision:** A parcel of land, under one ownership, that has been planned and improved for the placement of two or more mobile homes for rental purposes for nontransient use.

**Mobile Storage:** The use of any motor vehicle, trailer, mobile home, units originally designed to be used with semi-tractors or similar vehicles for storage.

**Modification:** Any addition, deletion, or change, including the addition or replacement of antennas, or any change to a structure requiring a building permit and/or governmental approval.

**Modular Home:** A home which is constructed off-site and so designed to be transported to, and/or assembled on, the permanent building site, and, which complies with the Uniform Building Code requirements for a single family home.

**Motel:** Any building or group of buildings containing guest rooms or dwelling units, available to the general public for compensation with access from each room to a readily accessible off-street parking area used by patrons of the building(s).

**Motor Home:** A motor vehicle built on a truck or bus chassis and designed to serve as self-contained living quarters for recreational travel.

**Motor Vehicle:** A self-propelled device used for the transportation of people or goods over land surfaces and licensed as a motor vehicle.

**Motor Vehicle Rental:** A facility engaged in the rental of automobiles and light trucks and vans, including incidental parking and servicing of vehicles for rent.

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**Motor Vehicle Sales:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale or lease of new or used motor vehicles.

**Motor Vehicle Service:** The use of a building or premises for the repair of automobiles, motorcycles, trucks, trailers or similar vehicles or the installation or repair of equipment or parts on motorized vehicles, such as mufflers, brakes, tires, radios, transmissions, bodies (including painting) glass and engines or engine parts, but excluding dismantling or salvage.

**Multi-Family:** A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch).

**New Construction (for purposes of Article 11 only):** For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

**New Manufactured Home Park or Subdivision (for purposes of Article 11 only):** A manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

**NFIP (for purposes of Article 11 only):** The National Flood Insurance Program (NFIP)

**Non-Utility Waste Landfill or (Non-UWL):** A parcel of land, or structure specifically designed and built as a landfill, used for the disposal of waste materials. A non-utility waste landfill can be built into or on top of the ground provided that waste materials are isolated from the surrounding environment (groundwater, air, surface water). This isolation is accomplished through the use of a composite bottom liner and a daily covering of clean soil. The operators of all non-utility waste landfills are strongly encouraged to provide set aside areas for plastic, glass, metal, cardboard and paper recycling facilities.

**Nonconforming Lot:** A lot existing on the effective date of these regulations (and not created for the purposes of evading the restrictions of these regulations) that does not meet the minimum area requirement of the district in which the lot is located.

**Nonconforming Project:** Any structure, development, or undertaking that is incomplete at the effective date of these regulations and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.

**Nonconforming Structure:** A structure that legally existed prior to the adoption date of these regulations, but which is not in compliance with the requirements of this ordinance for the district in which the structure is located.

**Nonconforming Use:** A use that lawfully occupied a building or land at the time these regulations, or amended regulations, and that does not conform to the use regulations of the district in which it is located.

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**Nursing Care Home:** A facility maintained for the purpose of providing skilled nursing care and medical supervision at a lower level than that available in a hospital to not more than nine persons.

**Nursing Care Institution:** An institutional facility maintained for the purpose of providing skilled nursing care and medical supervision at a lower level than that available in a hospital to more than nine persons.

**Off-Premise Advertising:** A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction or other activity that is conducted, sold, or offered at a location other than the premises on which the sign is located. Billboards and mini-billboards are considered off-premise advertising.

**Office:** The use of any building or premises primarily for conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files and communication equipment. All offices can have up to two (2) commercial vehicles stored on premise.

- **Independent Contractor or Construction Business Office:** An office primarily engaged in the provision of services relating to an independent contractor or construction business.
- **Business Office, General:** An office used primarily for the administrative or legal affairs of a company.
- **Medical or Dental Office:** An office occupied and maintained for the provision of services by a person licensed by the State of Missouri to practice in the healing arts for humans, such as a physician, surgeon, dentist or optometrist.
- **Professional Office:** An office occupied by a member of a recognized profession and maintained for the provision of professional services, such as, but not limited to, an attorney, architect, engineer, planner, landscape architect, interior designer, accountant, financial planner, auditor, bookkeeper, realtor, brokerage for securities or commodities, secretarial services or title company.

**Official Signs:** Any federally regulated signs, official signs and notices, public service signs, directional (federal, state, or local government agencies), or MoDOT tourist destinations.

**On-Site Sewage Treatment System:** Any approved system that treats and disposes of sewage affluent on the property from which such sewage is generated.

**Open Space:** Property within a subdivision, to be maintained by the developer and/or owner, in an undeveloped state in a manner approved by these regulations, to be used for passive or active recreation; sediment, erosion or stormwater control; or for preservation of natural features.

**Operating Permit:** The issuance or renewal of permission granted by the Franklin County Commission for an owner/operator to operate a Non-Utility Waste Landfill in a given area. A permit to operate shall only be issued to owners/operators of facilities which are designed and constructed and are operated in compliance with Section 236.

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**Outdoor Advertising:** An outdoor sign, display or device, figure, painting, drawing, message, plaque, billboard, or thing used to advertise or inform and any part of which message is visible from the traveled right-of-way.

**Parcel:** A tract or plot of land of any size that may or may not be subdivided or improved.

**Parking Area Aisles:** A portion of the vehicle accommodation area consisting of lanes providing access to parking spaces.

**Parking Space:** A portion of the vehicle accommodation area set aside for the parking of one vehicle.

**Participating Community ( for purposes of Article 11 only):** Known as an “Eligible Community,” means a community in which the Administrator has authorized the sale of flood insurance.

**Performance Guarantee Agreement:** Any security that may be accepted by the County to ensure that the improvements required as part of an application for development will be satisfactorily completed.

**Permit Fee:** The initial fee set forth in Section 236, Subsection A, 4, which must be paid by the owner/operator as a condition of obtaining and renewing the annual permit to construct and operate a Non-Utility Waste Landfill and the annual renewal required for such permit.

**Person:** Includes any individual or group of individuals, corporation, partnership, association, or any other entity including Federal, State and local governments and agencies.

**Planned Unit Development:** A development guided by a total design plan in which one or more of the zoning or subdivision regulations, other than use regulations, may be waived or varied to allow flexibility and creativity in site and building design and location, in accordance with general guidelines.

**Planning and Zoning Commission:** Planning and Zoning Commission, Franklin County, Missouri.

**Planning Director:** The chief administrator of the Franklin County planning department.

**Planning Jurisdiction:** The unincorporated Franklin County.

**Primary Caregiver:** An individual twenty-one years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver’s application for an identification card with the Missouri Department of Health and Senior Services.

**Principal Building:** The primary building on a lot or a building that houses a “Use, Principal”.

**Principally Above Ground ( for purposes of Article 11 only):** That at least 51 percent of the actual cash value of the structure, less land value, is above ground.

**Print Shop:** An establishment in which the principal business consists of duplicating and printing services using photocopy, blueprint, or offset printing equipment. This type of printing would fall under a sale of a service.

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**Printing, Industrial:** A commercial printing operation involving a process that is considered printing, imprinting, reproducing, duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic and screen process printing.

**Public Improvement:** Any improvement, facility or service together with its associated public site or right-of-way necessary to provide transportation, drainage, public utilities, cable or similar essential services.

**Public Park/Playground:** A land use designed principally to offer recreation, passive or active, to the public.

**Public Water Supply System:** Any water supply system, whether privately or publicly operated, furnishing potable water and regulated by the Missouri Department of Natural Resources as a public water supply system.

**Qualifying Medical Condition:** The condition of, symptoms related to, or side-effects from the treatment of:

- A. Cancer;
- B. Epilepsy;
- C. Glaucoma;
- D. Intractable migraines unresponsive to other treatment;
- E. A chronic medical condition that causes severe, persistent pain or persistent muscle spasms, including but not limited to those associated with multiple sclerosis, seizures, Parkinson's disease, and Tourette's syndrome;
- F. Debilitating psychiatric disorders, including but limited to, post-traumatic stress disorder, if diagnosed by a state licensed psychiatrist;
- G. Human immunodeficiency virus or acquired immune deficiency syndrome;
- H. A chronic medical condition that is normally treated with a prescription medication that could lead to physical or psychological dependence, when a physician determines that medical use of marijuana could be effective in treating that condition and would serve as a safer alternative to the prescription medication;
- I. Any terminal illness; or
- J. In the professional judgement of a physician, any other chronic, debilitating or other medical condition, including but not limited to, hepatitis C, amyotrophic lateral sclerosis, inflammatory bowel disease, Crohn's disease, Huntington's disease, autism, neuropathies, sickle cell anemia, agitation of Alzheimer's disease, cachexia, and wasting syndrome.

**Qualifying Patient:** A Missouri resident diagnosed with at least one (1) qualifying medical condition.

**Quarrying:** The business, occupation, or act of extracting useful material from quarries.

**Quarry:** An open excavation usually for obtaining building stone, slate, or limestone.

**Receive-Only Earth Station:** An antenna and attendant processing equipment for reception of electronic signals from satellites.

**Recreation Area:** Areas that provide opportunities for passive recreation, such as trails and undeveloped fields, or active recreation, such as ball fields, courts and swimming pools.

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**Recreational Vehicle (RV):** A vehicular-type built on a single chassis designed as temporary living quarters for recreational, camping, or travel use, with or without motor power including, but not limited to, travel trailers, truck campers, camping trailers and self-propelled motor homes.

**Recreational Vehicle (for purposes of Article 11 only):** A vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Recycling Center:** An establishment engaged in the processing, collection and transfer, but not storage, of recyclable materials. Typical recyclable materials include glass, paper, plastic, cans, or other source-separated, non-putrescible materials. For purposes of this use, “recyclable materials” shall not include motor oil, chemicals, household appliances, tires, automobiles, automobile parts putrescible materials or hazardous waste materials.

**Registered Engineer:** An engineer properly licensed and registered in the State of Missouri.

**Registered Land Surveyor:** A land surveyor properly licensed and registered in the State of Missouri.

**Religious Use:** A church or place of worship or religious assembly with related facilities where persons regularly assemble for religious purposes and related social events and which building, together with its accessory building is used, maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

**Remedy a Violation (for purposes of Article 11 only):** To bring the structure or other development in to compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

**Remnant Parcel:** An otherwise undivided piece or ground cut off from the bulk of said parcel by a public roadway, such as a County road or State Highway, or railroad right-of-way. Such parcels shall be considered separate, independent tracts, and may be sold without virtue of formal subdivision. The creation of a remnant parcel by a privately-owned roadway does not divide the land.

**Repair Shop:** A business establishment primarily engaged in specialized repair services, such as bicycle repair, leather goods repair, lock and gun repair, musical instrument repair, cleaning, furnace cleaning.

**Repetitive Loss (for purposes of Article 11 only):** Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

**Research Services:** Establishments primarily engaged in research of an industrial or scientific nature, but excludes final product testing. Typical uses include electronics research laboratories, space research and development firms, medical laboratories or pharmaceutical research labs.

**Right-of-way:** See Easement.

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**Risk Premium Rates (for purposes of Article 11 only):** Those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. “Risk Premium Rates” include provisions for operations costs and allowances.

**Road:** A public or private one-way or two-way access that provides ingress/egress to a lot, tract or parcel of land that has been recorded as dedicated for public use and publicly maintained, recorded as dedicated for public use and privately maintained or recorded as dedicated for subdivision use and privately maintained (the subdivision is responsible for maintaining and enforcing the privacy of the roads). Also referred to as streets.

**Road Dedication, Private:** A right-of-way or easement granted, but not dedicated to the County, providing ingress/egress to a parcel and maintenance is governed by an agreement that runs with the land and is recorded with the office of the Recorder of Deeds.

**Road Dedication, Public:** A right-of-way or easement dedicated to the public which the public has the right to use and is either maintained by an agreement that runs with the land or by an agreement with the County and is recorded with the office of the Recorder of Deeds.

**Roadway:** The paved or improved portion of a street/road, designed or ordinarily used for vehicular travel including shoulders, auxiliary lanes, curbs, sidewalks, etc.

**Rural Major Collector:** Serves travel of intra-county importance by connecting them with rural traffic generators. These roads link rural areas of significant traffic generation with each other or routes of higher classification.

**Rural Minor Arterial:** Provides linkage between cities and towns and is a critical component of an integrated, statewide roadway network by providing interstate and inter-county service.

**Rural Minor Collector:** Connects traffic generators of intra-county or local importance with the least populated rural areas. Characterized by the following characteristics:

- Serves remaining smaller communities not served by routes of higher classification
- Connects local roads with routes of higher classification

**RV Park:** An area where facilities are provided for recreational or camping vehicles, travel trailers or other portable habitation, utilized by the public as a place for camping, vacationing or temporary usage, which are in place for not more than 90 consecutive days. The park may include certain recreational or service facilities for the use of the residents of the park.

**Sale or Lease:** Any immediate or future transfer of ownership, including contract of sale or transfer, of an interest in a subdivision or part thereof, whether such transfer is of fee simple title or some lesser estate, including leasehold estate, and whether by metes and bounds, deed, contract, plat, map or other written instrument.

**Second Dwelling:** A residence (which may be a mobile home) that is: (i) located on the same lot as a residence made uninhabitable by fire, flood, or other natural disaster and occupied by the persons displaced by such disaster, or (ii) located on the same lot as a residence that is under construction or

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undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed, or (iii) located on a nonresidential construction site and occupied by persons having construction or security responsibilities over such construction site.

**Self-Storage:** Buildings, structures or parcels containing space of varying sizes leased, rented or sold on an individual basis and used exclusively for the storage of excess property including storage of boats and RVs.

**Shelter:** A building for the protection and security of communications equipment associated with one or more antennas and where access to equipment is gained from the interior of the building. Human occupancy for office or other uses or the storage of other materials and equipment not in direct support of the connected antennas is prohibited.

**Shooting Range, Indoor:** A facility designed to offer a totally controlled shooting environment that includes impenetrable walls, floor and ceiling, adequate ventilation, lighting systems and acoustical treatment for sound attenuation suitable for the range's approved use.

**Shooting Range, Outdoor:** A permanently located and improved area that is designed and operated for the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder or any other similar sport shooting in an outdoor environment. Outdoor shooting ranges are usually backed by a high retaining wall, earth mound, sandbag barrier or specially designed funnel-shaped traps to prevent the ricochet of bullets or shots going outside the bounds of the shooting range.

**Sign Permit:** A permit issued by the Administrator that authorizes the recipient to erect, move, enlarge, or substantially alter a sign.

**Single Family Dwelling:** A building designed exclusively for and occupied exclusively by one family.

**Site Built Home:** A house built entirely on-site, with no sections preassembled in a factory.

**Site Triangle:** The areas of visibility required on a corner to allow for the safe operations of vehicles, trains, pedestrians and cyclists in the proximity of intersecting streets, rail lines, sidewalks and bicycle paths. It is created by the curb line, or edge of pavement without curb, of each street, alley or driveway extended to a point, and a line drawn between two (2) points on the curb line, or edge of pavement without curb, of each street.

**Sketch Plan:** A hand-drawn or certified drawing of the property including the following:

- Location of subdivision, development or commercial activity
- Location and names of roads
- Number of lots
- Acreage of lots, property involved in the development or property involved in the commercial activity
- Other information that will help clarify the subdivision, development or commercial activity

**Small Aircraft:** An aircraft that has a maximum gross take-off weight of 12,500 lb or less.

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**Small Batch Compost Pile:** A collection, 30 cubic feet or less, of organic and kitchen refuse set up so that is decomposes for use in fertilizing and conditioning a garden or yard.

**Special Events, Occasional:** Circuses, fairs, carnivals, festivals, or other types of special events that are intended to or likely to attract substantial crowds and are unlike the customary or usual activities generally associated with the property where the special event is to be located.

**Special Flood Hazard Area (for purposes of Article 11 only):** See “Area of Special Flood Hazard.”

**Special Occasion:** A celebration, ceremony, wedding, reception, corporate function, or similar activity for the benefit of someone other than the property owner, where an admission fee of any type for entry is not charged and that takes place on a periodic basis. Involves the gathering of individuals assembled for the common purpose of attending a special event.

**Special Occasion Facility:** A facility where special occasions are permitted to occur with a Special Occasion Permit. Such facilities are used for the sole purpose of lease or rental by others for a privately sponsored event that is not open to the public and does not charge an admission fee of any type for entry into the event or establishment. Examples of privately sponsored events that fall under this definition include, but are not limited to, wedding receptions, graduation parties, holiday parties, bar mitzvahs, etc.

**Stacked Sign:** A sign with one or more displays placed one above another on a single structure.

**Stable, Boarding:** A structure designed for the feeding, housing, and exercising of horses not owned by the owner of the premises.

**Stable, Private:** An accessory structure for the keeping of horses, ponies or mules owned by occupants of the premises, and not kept for the remuneration, hire or sale.

**Stable, Riding:** A commercial enterprise in which horses or ponies are rented, used exclusively for pleasure riding or driving, are housed boarded or kept for the use of persons that do not occupy the premises and provide equestrian instruction.

**Start of Construction (for purposes of Article 11 only):** Substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, additional placement, or other improvements were within 180 days of the permit date. The **actual start** means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the **actual start of construction** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**State Coordinating Agency (for purposes of Article 11 only):** That agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

**Stealth Structure:** Any free standing, man-made structure designed for the support of antennas, the presence of which is camouflaged or concealed as an appropriately placed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to buildings at least 3 stories, clock towers, campaniles, observation towers, water towers, light standards, flag poles and artificial trees.

**Stormwater Lots:** Subdivision lots being used for water retention or detention areas. These areas shall not be included as part of the subdivision lot but shall be dedicated as open space.

**Stream Buffer:** An area of land adjacent to streams where vegetation is strongly influenced by the presence of water.

**Street:** An improved way for the conveyance of motor-driven, rubber-tired vehicles, such as automobiles and trucks. A street is sometimes referred to as "road", "roadway", "highway" or "thoroughfare".

**Structure:** Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground including but not limited to fences, signs, kiosks or similar uses.

**Structure (for purposes of Article 11 only):** For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**Subdivider:** Any person (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision; or who (2) directly or indirectly, sells, leases or develops or offers to sell, lease or develop, or advertises for sale, lease or development, any interest, lot, parcel, site, unit or plot in a subdivision; or who (3) engages directly or through an agent in the business of selling, leasing, developing or offering for sale, lease or development a subdivision or any interest, lot, parcel, site, unit or plat in a subdivision; and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

**Subdivision:** The division of a lot, tract or parcel of land into more than two (2) non-exempt lots, tracts or other divisions of land.

**Substantial-Damage (for purposes of Article 11 only):** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes "Repetitive Loss Buildings" (see definition).

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001  
Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17;  
6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

The term does not apply to:

- a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b. Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designations as a “historic structure”, or
- c. Any improvement to a building.

**Substantial Improvement (for purposes of Article 11 only):** Any combination of reconstruction, alteration, or improvement to a building, taking place during a ten year period in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work done.

This term does not apply to:

- a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b. Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designations as a “historic structure”, or
- c. Any improvement to a building.

**Substantially Destroyed:** Any residential, commercial or industrial building with one or more walls or roof that has a surface area of 50% or more that has collapsed and has been substantially destroyed for 90 days or more.

**Substantially Improved Existing Manufactured Home Parks or Subdivisions (for purposes of Article 11 only):** Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**Surface Water:** All rivers, lakes, streams or other bodies which are not subsurface and are considered to be waters of the state, as defined by Chapter 644 of the Missouri Revised Statutes.

**Temporary Emergency, Construction, or Repair Residence:** A residence (which may be a mobile home) that is: (i) located on the same lot as a residence made uninhabitable by fire, flood, or other natural disaster and occupied by the persons displaced by such disaster, or (ii) located on the same lot as a

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed, or (iii) located on a nonresidential construction site and occupied by persons having construction or security responsibilities over such construction site.

**Tower:** Any structure whose principal function is to support of one or more antennas and including, but not limited to, guyed towers, self-supporting (lattice) towers or monopole, but not stealth structures or buildings. Includes radio or television transmitting and receiving towers with accessory transmitting stations. This definition shall not restrict the right of governmental or public service agencies to locate such towers for their own specific needs.

**Tract:** Any parcel of land that is not in a subdivision.

**Trash Transfer Facility:** A site, which has a fully enclosed structure that accepts solids for temporary storage or consolidation and for transfer to a waste disposal, processing or storage facility. Any such facility shall not have any open storage of any solid or liquid waste products and must be kept clean at all times.

**Trailer:** Any vehicle without motive power designed for carrying property or passengers on its own structure and for being drawn by a self-propelled vehicle, including a semitrailer or vehicle of the trailer type so designed and used in conjunction with a self-propelled vehicle that a considerable part of its own weight rests upon and is carried by the towing vehicle.

**Travel Trailer:** A structure that (i) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle) and (ii) is designed for temporary use as sleeping quarters but that does not satisfy one or more of the definitional criteria of mobile home.

**Tri-Vision Billboard:** Mechanical signs with three (3) or more separate faces on rotating panels that can be programmed to move in several ways at different time intervals.

**Truck Terminal:** A facility where trucks are loaded and unloaded, temporarily stored, or dispatched.

**Unbuildable Land:** The area of a site that includes wetlands and submerged areas, stream buffers and sinkholes. Such areas shall not be included in any lots where the density exceeds one unit per acre. These areas shall be labeled as open space or common ground on the plat.

**Unsubdivided Development:** Multi-family and condominium developments with one or more buildings and including three (3) or more dwelling units on one tract.

**Use:** Any purpose for which a lot, building or other structure or a tract of land may be designated, arranged, intended, maintained or occupied; or any activity, occupation, business or operation carried on or intended to be carried on in a building or other structure or on a tract of land.

**Use, Permitted:** A use permitted in a district without the need for special administrative review and approval, upon satisfaction of the standards and requirements of these regulations.

**Use, Principal:** the primary or predominant use of any lot, building or structure.

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

**Utility Waste Landfill or UWL:** An area defined in Section 260.200.1(55) of the Revised Statutes of Missouri for which a Solid Waste Disposal Area Permit issued by MDNR is required.

**Vacation:** The official abandonment of public right-of-way, subdivision or easement by the County in accordance with State law.

**Vacation Rental:** A private single family dwelling which is rented out on a temporary, reservation basis for paying guests.

**Variance:** A grant of relief by the Board of Zoning Adjustment from the terms of the regulations. For floodplain management variances, the Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the board.

**Variance (for purposes of Article 11 only):** A grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be carried by the community.

**Vehicle:** Any mechanical device on wheels, designed primarily for use or used on any public thoroughfare.

**Vehicle Accommodation Area:** That portion of a lot that is used by vehicles for access, circulation, parking, and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

**Vessel:** Every motorboat and every description of motorized watercraft, and any watercraft more than twelve (12) feet in length which is powered by sail alone or by a combination of sail and machinery, used or capable of being used as a means of transportation on water, but not any watercraft having as the only means of propulsion a paddle or oars.

**Veterinary Clinic:** An establishment providing veterinary medical care and treatment to animals large and small.

**Violation:** The failure of a structure, other development or parcel of land to be fully compliant with these regulations. For the purpose of floodplain management, a structure, other development or parcel of land without the elevation certificate, other certificates or other evidence of compliance required by Article 11, is presumed to be in violation until such time as that documentation is provided.

**Violation (for purposes of Article 11 only):** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this article is presumed to be in violation until such time as that documentation is provided.

**Warehouse Distribution Center:** A warehouse or other specialized building which is stocked with products (goods) to be redistributed to retailers, to wholesalers, or directly to consumers rather than on storage.

**Waste Landfill(s):** Non-Utility Waste Landfill(s) and Utility Waste Landfill(s).

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19

**Waste Materials:** The accumulation of non-hazardous materials including but not necessarily limited to:

- Animal, fruit and vegetable matter that attends the preparing, cooking, delivering in or storing of fruits, fowls or vegetables.
- Fly ash used as ballast material or in the construction of berms as part of a Utility Waste Landfill shall not be considered “waste”, provided that MDNR has approved such application and usage as part of its permitting process.
- Common household, commercial and industrial trash items such as but not limited to paper, cardboard, plastic, etc.

**Water Surface Elevation (for purposes of Article 11 only):** The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

**Wholesale:** The selling of goods in large quantities to be retailed by others

**Winery:** One (1) or more buildings used for the processing of wine and juice making material, sale of wine and related products, and related areas for offices, laboratories, and related wine producing activities. All wine offered for sale at the winery must be produced under a State of Missouri domestics license. Retail activities are limited to the sale of grapes, juice, wine, pre-packaged food and gift items. In addition, seventy-five percent (75%) of the wine for sale on site must be produced from grapes either grown on the premises or within the State of Missouri.

**Wooded Area:** An area of contiguous wooded vegetation where trees are at a density of at least one six inch or greater caliper tree per 325 square feet of land and where the branches and leaves form a contiguous canopy.

**Yard Waste:** Leaves, grass clippings, yard and garden vegetation. Yard waste shall not include stumps, roots or shrubs with intact root balls.

**Zoning Enforcement Officer:** The officer designated by the County Commission as the officer responsible for enforcing and administering the requirements of the regulations.

**Zoning Permit:** A permit issued by the Administrator that authorizes the recipient to make use of property in accordance with the requirements of these regulations.

**Sections 16 through 20: reserved**

Adopted on December 14<sup>th</sup>, 2000 and Effective on January 1<sup>st</sup>, 2001

Revised on 9/29/05; 10/25/11; 11/1/11; 04/15/14; 4/29/14; 7/1/14; 8/26/14; 7/7/15; 8/11/15; 3/29/16; 3/7/17; 6/20/17; 9/12/17; 9/11/18; 4/9/19; 8/13/19



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019

**IN THE MATTER OF THE APPLICATION FOR  
AMENDMENTS TO FRANKLIN COUNTY'S  
UNIFIED LAND USE REGULATIONS  
FILED BY THE PLANNING AND ZONING  
DEPARTMENT BEING FILE #190153**

**WHEREAS**, on the 29th day of June 2019, the above named applicant filed a request to amend the Unified Land Use Regulations of Franklin County, as shown in Article 7: Zoning Districts and Zoning Map attached hereto and incorporated by reference herein; and

**WHEREAS**, said application was submitted to the Franklin County Planning and Zoning Commission for its report and recommendation; and

**WHEREAS** on the 16th day of July, 2019 the Franklin County Planning and Zoning Commission issued its recommendation in favor of such application; and

**WHEREAS**, on the 1st day of August, 2019 a public hearing was held on the above application after publication and notice as required by law with said hearing being held at 1:30 p.m. at the County Commission Chambers; and

**WHEREAS** after conducting the public hearing and giving consideration to such amendments the County Commission has determined that adopting said amendments is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County as follows:

1. The proposed amendments be and are hereby adopted
2. The Planning and Zoning Department is hereby directed to cause such amendments to be incorporated and included in the Franklin County Land Use Regulations and that a sufficient number of copies of the Land Use Regulations with the amendments included, as appropriate, be prepared and distributed so as to provide sufficient copies to appropriate County officials and employees and to have copies available for public viewing.

**IT IS FURTHER ORDERED** that any application or document which was filed in an appropriate manner with the Planning and Zoning Department prior to the effective date of this Order shall be processed under the previous regulations unless the applicant elects, in writing, to comply with the newly amended regulations.

**IT IS FURTHER ORDERED** that a copy of this order is provided to Scottie Eagan, Planning Director.

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

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

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

## **Article 7: Zoning Districts and Zoning Map**

### ***Section 135: NON-URBAN and AGRICULTURAL ZONING DISTRICT (NUA)***

#### ***A. Purpose***

The intent of this district is to provide for agricultural and small-scale commercial uses, cultural uses, institutional uses, and agricultural uses to mix with low density residential uses for the convenience of residents and travelers.

#### ***B. Permitted Uses***

##### **Residential Uses:**

1. Planned Unit Developments
2. Second dwellings and medical hardships per Article 10.
3. Single family dwellings, one dwelling unit per lot to include site-built homes, modular homes, mobile home (single), and mobile home (double).
4. Single family dwellings on an un-subdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
5. Subdivisions with fewer than 7 lots
6. Two family dwellings (i.e. duplex)

##### **Non-Residential Uses:**

7. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1B or smaller.
8. Agricultural Processing
9. Agricultural Sales and Services
10. Animal Auction House
11. Apiaries, aviaries, fish hatcheries, and fur farming or the raising of fur-bearing animals.
12. Bed and Breakfast and Vacation Rentals
13. Public Parks or Playgrounds
14. Billboards (Mini) per Article 16

15. Boarding and Riding Stable
16. Campgrounds and RV Parks
17. Cemeteries
18. Churches
19. Convenience Stores with or without the sale of fuel
20. Daycare Group
21. Educational, cultural, and/or religious uses
22. Farm Equipment and Machinery Sales and Service
23. Fraternal or Private Clubs
24. Golf course and clubhouse, driving range (unlighted) as an accessory use
25. Greenhouses, farm and produce markets with on premises sales
26. Home Occupations with up to twenty hours a week of retail sales of products produced on the property where the home occupation is housed.
27. Hunting, fishing and propagation of wildlife
28. Indoor Archery and/or Shooting Ranges
29. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
30. Kennel, Small
31. Manufacturing, Light (with five or fewer employees)
32. Medical Marijuana Cultivation Facility (indoor only)
33. Medical Marijuana-Infused Products Manufacturing Facility (with five or fewer employees)
34. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
35. Preschool and/or Daycare Centers

36. Public building or facility erected by a governmental agency
37. Repair Shop
38. Special Occasions per Article 10
39. Temporary fireworks stands from June 20<sup>th</sup> to July 10<sup>th</sup> of the same year
40. Utility Waste Landfill, per Article 10
41. Veterinarian Clinic
42. Wineries, Micro-Brewery and Micro-Distillery

**C. Conditional Uses**

1. Airport or landing field
2. ATV service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
3. Class 1A Confined Animal Feeding Operations regulated by the Missouri Department of Natural Resources
4. Composting facility, yard waste
5. Exotic or wild animal as defined by Missouri State Statutes 578.023
6. Extraction, quarrying, or mining of sand, gravel, top soil, or other material
7. Kennel, Large
8. Manufacturing, Light (with more than 5 employees)
9. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
10. Motor vehicle service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
11. Non-Utility Waste Landfill, per Article 10
12. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business (no outdoor machinery, equipment or commercial storage)
13. Outdoor Archery and/or Shooting Ranges

14. Special Events, Occasional

15. Subdivisions with 7 or more lots

***D. Supplementary Area and Lot Regulations***

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – one (1) acre.

***E. Density Requirements***

Maximum of one dwelling unit per 40,000 square feet.

***F. Combination Uses***

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 136: COMMUNITY DEVELOPMENT ZONING DISTRICT (CD)**

**A. Purpose**

The purpose of the community development zoning district is to bring shopping, the workplace and home closer together by allowing a mixed use of all types of residential density (low, medium, and/or high) and most forms of commercial development.

**B. Permitted Uses**

Residential Uses:

1. Multi-Family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single), mobile home (double)
6. Single family dwellings on an unsubdivided lot not to exceed two site-built or modular dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses:

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals
13. Billboards (Large) per Article 16
14. Billboards (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)

16. Cemeteries
17. Churches
18. Convenience Stores with or without the sale of fuel
19. Educational, cultural, and/or religious uses
20. Farm equipment and machinery sales and service.
21. Fraternal or Private Club
22. Golf course and clubhouse
23. Greenhouses, farm and produce markets with on-premise sales
24. Home Occupations
25. Hotel, Motel
26. Hunting, Fishing and propagation of wildlife
27. Indoor Archery and/or Shooting Range
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Kennel, Large and Kennel, Small
30. Manufacturing Light (with fewer than five employees)
31. Medical Marijuana Cultivation Facility (indoor only)
32. Medical Marijuana Dispensary Facility
33. Medical Marijuana-Infused Products Manufacturing Facility (with fewer than 5 employees)
34. Medical Marijuana Testing Facility
35. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
36. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business

37. Preschool, Day Care Group and Day Care Center
38. Public building or facility erected by a governmental agency
39. Public Parks or Playgrounds
40. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters
41. Repair Shop
42. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies.
43. Self-storage units
44. Special Occasions, per Article 10
45. Temporary fireworks stands from June 20<sup>th</sup> to July 10<sup>th</sup> of the same year
46. Utility Waste Landfill, per Article 10
47. Veterinary Clinic
48. Winery, Micro-Brewery, Micro-Distillery

**C. Conditional Uses**

1. Boarding and Riding Stable
2. Campgrounds and RV Parks
3. Manufacturing, Light (with more than 5 employees)
4. Medical Marijuana-Infused Products Manufacturing Facility (with more than 5 employees)
5. Motor vehicle rental and service to include installation of parts, repair and maintenance (anything stored outside shall be behind a sight-proof, stockade type fence)
6. Outdoor Archery and/or Shooting Range
7. Sales of heavy construction and/or industrial equipment
8. Special Events, Occasional

***D. Supplementary Area and Lot Regulations***

Minimum lot area for subdivisions without central water and sewer service - three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

***E. Density Requirements***

Maximum of one dwelling unit per 5,000 square feet.

***F. Combination Uses***

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

***Section 137: COMMERCIAL ACTIVITY (HIGHWAY SERVICE) ZONING DISTRICT (CA)***

**A. Purpose**

The purpose of this commercial zoning district is to accommodate commercial uses that draw business primarily along the major highways within the county.

**B. Permitted Uses**

Residential Uses:

1. Multi-family dwellings
2. Planned Unit Developments
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings

Non-Residential Uses

8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises,. This includes animals subject to confined animal feeding operations regulated by the Missouri Department of Natural Resources of Class 1C or smaller.
9. Agricultural Sales and Services
10. All-terrain vehicle sales and service
11. Auction House
12. Bed and Breakfasts and Vacation Rentals
13. Billboard (Large) per Article 16
14. Billboard (Mini) per Article 16
15. Boarding House (Temporary Worker Housing)
16. Cemeteries
17. Churches
18. Convenience stores with or without the sale of fuel

19. Daycare, Center and Daycare Group
20. Educational, cultural, religious uses
21. Farm equipment and machinery sales and service
22. Fraternal or Private Clubs
23. Golf course and clubhouse
24. Home Occupations
25. Hotel, motel
26. Indoor Archery and/or Shooting Range
27. Indoor Commercial Storage
28. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site not less than five (5) acres, provided that not more than fifty percent of the site area may be occupied by buildings. Hospitals may include a helicopter landing pad area as an accessory use.
29. Medical Marijuana Dispensary Facility
30. Medical Marijuana Testing Facility
31. Miniature golf courses, driving ranges, skateboard parks, water slides and similar uses
32. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicles not for sale or anything stored outside shall be behind a sight-proof fence)
33. Offices: General, Professional, Medical or Dental and Independent Contractor/Construction Business Firm
34. Public building or facility erected by a governmental agency
35. Public Parks or Playgrounds
36. Excepting those subject to a conditional use permit, recreational, amusement and entertainment facilities to include but not limited to the following: Bowling alleys, Skating rinks, Indoor athletic clubs and outdoor athletic clubs, Indoor movie theaters.
37. Repair Shop

38. Sales and rental of goods, merchandise, services and equipment to include, but not limited to the following, excepting those subject to a conditional use permit: Banks, Restaurants, Bars, and Nightclubs, Laundromats, Funeral Homes, Crematoriums, Clothing Stores, Liquor Stores, Pharmacies
39. Self-storage units
40. Special Occasions, per Article 10
41. Temporary fireworks stands from June 20<sup>th</sup> to July 10<sup>th</sup> of the same year
42. Utility Waste Landfill, per Article 10
43. Winery, Micro-Brewery, Micro-Distillery
44. Wholesale Sales
45. Warehouse Distribution Center

**C. Conditional Uses**

1. Campgrounds and RV Parks
2. Outdoor Archery and/or Shooting Range
3. Outdoor Commercial Storage
4. Printing
5. Research Service and Laboratory
6. Special Events, Occasional

**D. Supplementary Regulations Area and Lot Requirements**

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet (commercial), 22,000 square feet (residential).

**E. Density Requirements**

Maximum of one dwelling unit per 5,000 square feet.

**F. Combination Uses**

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 138: COMMERCIAL ACTIVITY 3 (COMMUNITY BUSINESS) ZONING DISTRICT (CA3)**

**A. Purpose**

The intent of this district is to provide locations for a wide range of commercial, retail, service, and manufacturing activities serving a large community trade area.

**B. Permitted Uses**

1. Agricultural Processing
2. All permitted uses as listed under Community Development (CD)
3. Bus Station
4. Indoor Commercial Storage
5. Manufacturing, Light and Heavy
6. Medical Marijuana-Infused Products Manufacturing Facility
7. Motor vehicle related sales, rental and service to include installation of parts, repair and maintenance as well as mobile home sales (any vehicle not for sale or anything stored outside shall be behind a sight-proof, stockade type fence)
8. Printing
9. Research Service and Laboratory
10. Sales of heavy construction and/or industrial equipment
11. Truck Terminal
12. Warehouse Distribution Centers

**C. Conditional Uses**

1. Outdoor Commercial Storage
2. Special Events, Occasional

**D. Supplementary Regulations Area and Lot Requirements**

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 22,000 square feet.

**E. Density Requirements**

Maximum of one dwelling unit per 5,000 square feet.

***F. Combination Uses***

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 139: SUBURBAN DEVELOPMENT ZONING DISTRICT (SD)**

**A. Purpose**

The purpose of this zoning district is to allow medium density residential developments with limitations as to the types of single family dwelling units within such developments. Minimum lot size should be determined by the type of subdivision being developed.

**B. Permitted Uses**

1. Planned Unit Developments
2. Residential Subdivisions
3. Second Dwellings and Medical Hardships per Article 10.
4. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes or mobile home (double).
5. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
7. Bed and Breakfasts and Vacation Rentals
8. Cemeteries
9. Churches
10. Educational, cultural, religious uses
11. Home Occupations
12. Fraternal or private clubs
13. Preschool, Daycare Group and Center, special or other private school
14. Public building or facility erected by a governmental agency
15. Public parks or playgrounds

**C. Conditional Uses**

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

***D. Supplementary Area and Lot Regulations***

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service – 30,000 square feet.

***E. Density Requirements***

Maximum of one dwelling unit per 30,000 square feet.

***F. Combination Uses***

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 140: RESIDENTIAL DEVELOPMENT ZONING DISTRICT (RD)**

**A. Purpose**

The purpose of the residential development zoning district is to allow medium density residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, any Major Subdivision development must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

**B. Permitted Uses**

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) or mobile home (double).
6. Single family dwellings on an unsubdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
7. Two-family dwellings
8. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
9. Bed and Breakfasts and Vacation Rentals
10. Cemeteries
11. Churches
12. Educational, cultural, religious uses
13. Fraternal or Private Club
14. Home Occupations
15. Preschool, Daycare Center and Daycare Group, special or other private school
16. Public building or facility erected by a governmental agency
17. Public parks or playgrounds

**C. Conditional Uses**

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

**D. Supplementary Area and Lot Regulations**

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 30,000 square feet.

**E. Density Requirements**

Maximum of one dwelling unit per 10,000 square feet.

**F. Combination Uses**

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 141: RESIDENTIAL DEVELOPMENT 1 ZONING DISTRICT (RDI)**

**A. Purpose**

The purpose of the residential development zoning district is to allow single family residential developments in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, these subdivision developments must provide such utilities for the development.

**B. Permitted Uses**

1. Planned Unit Developments
2. Residential Subdivisions
3. Second Dwellings and Medical Hardships per Article 10
4. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes.
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
7. Bed and Breakfasts and Vacation Rentals
8. Cemeteries
9. Churches
10. Educational, cultural, religious uses
11. Fraternal or Private Clubs
12. Home Occupations
13. Preschool, Daycare Center and Daycare Group, special or other private school
14. Public building or facility erected by a governmental agency
15. Public parks or playgrounds

**C. Conditional Uses**

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

**D. Supplementary Area and Lot Regulations**

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

**E. Density Requirements**

Maximum of one dwelling unit per 10,000 square feet.

**F. Combination Uses**

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 142: RESIDENTIAL DEVELOPMENT 2 ZONING DISTRICT (RD2)**

**A. Purpose**

The purpose of the residential development zoning district is to allow high density single family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district. Mobile home parks are also allowed within this zoning district.

**B. Permitted Uses**

1. Planned Unit Developments
2. Multi-family dwellings
3. Residential Subdivisions
4. Second Dwellings and Medical Hardships per Article 10
5. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
6. Single family dwellings one dwelling unit per lot to include, site-built homes, modular homes, mobile home (single) and mobile home (double).
7. Two-family dwellings
8. Mobile Home Parks per Article 8
9. Agricultural, farming, dairy farming, livestock and poultry raising, forestry, and other uses commonly classified as agricultural with no restrictions to operation of such vehicles and machinery that are customarily incidental to such agricultural uses, and with no restrictions to the sale or marketing of products raised on the premises.
10. Bed and Breakfasts and Vacation Rentals
11. Cemeteries
12. Churches
13. Educational, cultural, religious uses
14. Home Occupations
15. Preschool, Daycare Center and Daycare Group, special or other private school
16. Public building or facility erected by a governmental agency
17. Public parks or playgrounds

**C. Conditional Uses**

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

**D. Supplementary Area and Lot Regulations**

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

**E. Density Requirements**

Maximum of one dwelling unit per 5,000 square feet.

**F. Combination Uses**

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 143: RESIDENTIAL DEVELOPMENT 3 ZONING DISTRICT (RD3)**

**A. Purpose**

The purpose of the residential development zoning district is to allow high density single family and multi-family residential development in areas that are primarily served by central utilities (i.e. water and sewer). If central water and sewer are not readily available, higher density subdivision developments must provide such utilities for the development. Two-family and multi-family dwellings should also be encouraged in this district.

**B. Permitted Uses**

3. Planned Unit Developments
4. Multi-family dwellings
5. Residential Subdivisions
6. Second Dwellings and Medical Hardships per Article 10
7. Single family dwellings on an un-subdivided lot not to exceed two site-built dwelling units per lot with a maximum density of 1 single family dwelling unit per three acres.
8. Single family dwellings one dwelling unit per lot to include, site-built homes and modular homes.
9. Two-family dwellings
10. Bed and Breakfasts and Vacation Rentals
11. Cemeteries
12. Churches
13. Educational, cultural, religious uses
14. Home Occupations
15. Preschool, Daycare Center and Daycare Group, special or other private school
16. Public building or facility erected by a governmental agency
17. Public parks or playgrounds

**C. Conditional Uses**

1. Golf course and clubhouse, driving range (unlighted) as an accessory use (miniature golf courses not included)
2. Kennels, Small

***D. Supplementary Area and Lot Regulations***

Minimum lot area for subdivisions without central water and sewer service – three (3) acres.

Minimum lot area for subdivisions with central water and sewer service - 10,000 square feet.

***E. Density Requirements***

Maximum of one dwelling unit per 5,000 square feet.

***F. Combination Uses***

When a combination use exists, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.

**Section 144: INDUSTRIAL DEVELOPMENT ZONING DISTRICT (ID)**

**A. Purpose**

To accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning or assembly of goods, merchandise, or equipment.

**B. Permitted Uses**

1. All permitted uses as listed under Commercial Activity 3 (Community Business) excepting residential uses
2. Airport or landing field
3. Non-Utility Waste Landfill, per Article 10
4. Outdoor Commercial Storage
5. Sales of heavy construction and/or industrial equipment

**C. Conditional Uses**

1. Adult Entertainment Use
2. Commercial Slaughterhouse
3. Composting facility, yard waste
4. Recycling Center
5. Trash Transfer Facility

**D. Supplementary Regulations (Area, Lot Requirements)**

Minimum lot area - 22,000 square feet.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019

**IN THE MATTER OF AMENDING  
SECTION 304.010 OF THE FRANKLIN  
COUNTY TRAFFIC CODE PERTAINING TO  
SPEED LIMITS**

**WHEREAS**, Section 304.010 RSMO empowers Franklin County, as a first class county, to establish reasonable speed regulations for motor vehicles within the limit of such county; and

**WHEREAS**, the Franklin County Commission has adopted a traffic code and schedules pertaining to public roadways in the unincorporated portions of Franklin County, Missouri, establishing the penalty for violation thereof and the procedure to be followed through the County Municipal Court for the prosecution thereof; and

**WHEREAS**, Franklin County has recommended the revised Schedule I, attached hereto, for speed limits to be increased on the specified public roadways located in Franklin County.

**IT IS THEREFORE ORDERED**, by the County Commission of Franklin County that Schedule I of the Franklin County Traffic Code be amended by increasing speed limits on the specified public roadways in the unincorporated portions of Franklin County.

**IT IS FURTHER ORDERED**, that a copy of this Order is to be provided to Laurie Ruether, Clerk of the Municipal Court; Billy Eckelkamp, Municipal Court Prosecutor; Steven Pelton, Franklin County Sheriff; and Ron Williams, Highway Administrator.

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

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

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

**SCHEDULE I - SPEED LIMITS RAISED**  
**FRANKLIN COUNTY TRAFFIC CODE (revised 8/13/2019)**

Road Name	Speed Limit	Recommend
ANACONDA	35	40
ANGLERS	25	30
ANTIOCH	35	40
BARTON	25	30
BETHEL CHURCH-HWY 30 TO MILL HILL	35	40
BRINKMAN-2.4 MILES SOUTH OF ST. MARY'S TO ROBERTSVILLE RD	25	30
BRINKMAN-ST. MARY'S SOUTH FOR 2.4 MILES	35	40
CHAPEL HILL	35	40
COLLEGE	35	40
COUNTRY CLUB	35	40
DECKER	35	40
EVERGREEN LN	25	30
EVERGREEN LOOP	35	40
FARREL	35	40
FRISCO DR	25	30
HICKORY ST	30	20
HUFF LOOP	15	20
JAHN FORD	35	40
JEFFRIESBURG	35	40
LITTLE SPRING CREEK	35	40
MASSEY FORD-75 FT NORTH OF JASON LOUIS LANE DR CONTINUING 200 FT SOUTH OF JASON LOUIS LANE DR	25	30
MEADOW DR	25	30
METHODIST CHURCH	35	40
MILL HILL-FROM HWY TT TO OAK GROVE CHURCH	35	40
NEWPORT	25	30
NIKE BASE	25	30
NORTH FOUR MILE	35	40
OAK GROVE CHURCH-MILL HILL AND HWY 30	35	40
OLD COVE	35	40
OLD HIGHWAY O	15	20
OLIVE	25	30
PROVIDENCE	15	20
RIDGE	20	40
ROCK BRIDGE	15	20
ROCK CHURCH	35	40
SHANNON LN	25	30
ST LOUIS INN	35	40
ST. ALBANS RD EXCEPT FROM BRIDGE OVER TAVERN CREEK TO THE SOUTH END OF THE VILLAGE OF ST. ALBANS	25	30
ST. ALBANS RD FROM BRIDGE OVER TAVERN CREEK TO THE SOUTH END OF THE VILLAGE OF ST. ALBANS	15	20
THIEBES	35	40
TWIN OAK DR	25	30
TWIN SPRING	25	30
VALLEY DR	25	30
WEST LINDA LANE	35	40
WEST VILLA RIDGE	20	30
WESTWOOD RD	35	40
WHISKEY CREEK	35	40
WINKLER	25	30



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF RENEWING  
A CONTRACT WITH WILSON AND  
COMPANY FOR HEALTH  
INSURANCE BROKERAGE SERVICES**

**WHEREAS**, the County of Franklin accepted a proposal for health insurance brokerage services from Wilson and Company for the year October 1, 2017 to September 30, 2018; and

**WHEREAS**, the County of Franklin desires to renew its contract with Wilson and Company for the year October 1, 2019 to September 30, 2020; and

**WHEREAS**, Section 67.150 RSMo. requires the County of Franklin to seek competitive bids every three years; and

**WHEREAS**, the current year is the second year of the Contract with Wilson and Company and the County is not therefore required to seek competitive bids this year to renew the Contract.

**IT IS THEREFORE ORDERED**, by the Franklin County Commission that the Presiding Commissioner is hereby authorized and directed to execute a Contract renewal by and between the County of Franklin, Missouri and Wilson and Company for insurance brokerage services for the period of October 1, 2019 to September 30, 2020, 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. The County Clerk is hereby authorized and directed to attest to and affix the seal of the County to the said Agreement and 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**, 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 Wilson and Company; Tim Baker, County Clerk; Lauren Drumm, HR Director; and Ann Struttman, Purchasing Agent.

\_\_\_\_\_  
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, August 13, 2019

**IN THE MATTER OF AUTHORIZING  
LT. SCOTT REED TO EXECUTE NECESSARY DOCUMENTS  
TO PICK-UP VEHICLES PURCHASED BY THE  
FRANKLIN COUNTY NARCOTICS ENFORCEMENT UNIT**

**WHEREAS**, the Franklin County Narcotics Enforcement Unit is purchasing two (2) vehicles from Don Brown Chevrolet under a state contract; and

**WHEREAS**, the Purchase Orders for this transaction have been executed and processed; and

**WHEREAS**, Lt. Scott Reed is the authorized representative of the Franklin County Narcotics Enforcement Unit and requests approval to retrieve the purchased vehicles once they are ready for pick-up.

**IT IS THEREFORE ORDERED**, that Lt. Scott Reed is authorized to execute any necessary documents when picking up the two (2) vehicles purchased for the Franklin County Narcotics Enforcement Unit.

**IT IS FURTHER ORDERED** that a copy of this order be provided to Don Brown Chevrolet; Steve Pelton, Franklin County Sheriff; Lt. Scott Reed, Narcotics Enforcement Unit; and Ann Struttman, Purchasing Agent.

\_\_\_\_\_  
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, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF  
AUTHORIZING EXECUTION  
OF A COMMERCIAL ACCOUNT (PROX)  
APPLICATION WITH THE HOME DEPOT**

**WHEREAS**, in order to establish an account with The Home Depot for the purchase of maintenance and hardware supplies, paint and paint supplies, cleaning supplies, equipment and custodial related services it is necessary that Franklin County submit a credit application as reflected on the attachment hereto.

**IT IS THEREFORE ORDERED** that The Home Depot Commercial Account Application 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 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 a completed copy of said application and this Order shall be provided to Ann Struttmann, Purchasing Department; Lynne Maloney, Accounts Payable; and The Home Depot.

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

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

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



# The Home Depot Commercial Account (PROX) Application For U.S. COMMUNITIES PARTICIPANTS

Fax to 1-800-536-0898 **HDCS Use Only: Enter Assoc ID as USCOMM**

Store # \_\_\_\_\_ LDAP \_\_\_\_\_

**Agency or Participant Information** Please complete entire application

Legal Type (choose one):

- Sole Proprietorship  Partnership  Limited Liability  Corporation  Government/School/Embassy

Organization Type (choose one):

- Non-Profit  Government  Other Business Type  Financial Institution  Embassy

If a financial institution, specify the type:  Bank  Non-Bank  Funds  MSB (Money Service Business)

**Bank:** license and transfer/invest/lend money; **Non-Bank:** no bank license but transfer/invest/lend money (insurance companies, credit card companies, etc.); **Funds:** mutual funds, hedge funds, pension funds, private equity funds; **MSB:** exchange/transfer/money mechanisms (currency dealer, check casher, etc.)

Agency Name Franklin County

Business Street Address (No P.O. Box) 400 E Locust Street

City Union State MO Zip 63084

Taxpayer ID Number (Required by USA PATRIOT Act) FED EIN 43-6001345

Agency Phone† (636) 584-6274 Ext. \_\_\_\_\_ Fax \_\_\_\_\_

†By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Credit Line Requested \$ \_\_\_\_\_ Billing Contact Ann Struttmann

**E-mail Address:** If you provide your e-mail address, Citibank, N.A. may use it to contact you about your account and tell you about useful products and services. You are also providing your e-mail address to The Home Depot and by doing so you are signing up to receive special offers and promotions from The Home Depot.

E-mail Address astruttmann@franklinmo.net

Billing Address (If different from Business Address) 400 E Locust Street, Ste 004

City Union State MO Zip 63084

**Account Information**

Is a purchase order or job name required with all purchases?  Yes  No

**Authorized Buyers:** Add up to 4 additional buyer names. Applicant will automatically be a buyer on the account. To add more buyers, please contact customer service after your account is opened. Buyers' full name and date of birth will be required.

1. First Name \_\_\_\_\_ Initial \_\_\_\_\_ Last Name \_\_\_\_\_

2. First Name \_\_\_\_\_ Initial \_\_\_\_\_ Last Name \_\_\_\_\_

3. First Name \_\_\_\_\_ Initial \_\_\_\_\_ Last Name \_\_\_\_\_

4. First Name \_\_\_\_\_ Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Check here if no Buyer Identification Cards should be issued

\*All cards issued will be printed with the name of Company and the name of the Authorized Buyer. Names of Authorized Buyers are required and must be kept current over the life of the account.

**Authorized Officer Signature** (required, but Authorized Officer is not financially liable on this account)

By signing below on behalf of your Agency, you represent that your government Agency is a valid government Agency; and that all purchases made on the Account, if approved, will be for purposes other than personal, family, household, or agricultural use; and that you are an authorized representative of the Agency with authority to enter into contractual agreements. On behalf of the Agency, you certify that all information provided in this application is complete and accurate. You agree that your Agency will be bound by all the terms of the governing credit agreement of the type elected in this application. You authorize us to obtain information from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. You also understand that credit on the Account once approved, will be extended by Citibank, N.A., and that there is no binding contract between us until Citibank, N.A. accepts this agreement. The undersigned acknowledges receipt of a copy of the CITIBANK TERMS AND CONDITIONS FOR THE HOME DEPOT COMMERCIAL ACCOUNT.

First Name \_\_\_\_\_ Initial \_\_\_\_ Last Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address (No P.O. Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Signature of Agency's Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

**CITIBANK TERMS AND CONDITIONS FOR THE HOME DEPOT COMMERCIAL ACCOUNT**

- This offer is only valid for new accounts. The Home Depot Commercial Account is only for business or commercial purposes. It is not for personal, family or household purposes. Citibank, N.A. ("we" or "us") is the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.
- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. In addition, the bank must obtain the business' legal name, its street address, and its taxpayer identification number. We may also ask to see your driver's license or other identifying documents; and obtain identification information about you or any employees you add to your account.
- If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- To receive The Home Depot Commercial Account, you must meet our credit qualification criteria. Your credit limit will be determined by a review of your credit report and, in some instances, a review of such other financial information as we may ask you to provide. You will be informed of the amount of your credit limit when you receive your card. Some credit limits may be as low as \$1,000.
- You authorize us to share with The Home Depot and its affiliates experiential and transactional information regarding your activity with us.
- If you are approved for credit, you will receive a card agreement with your card(s).

© 2018 Citibank, N.A.

# State of Missouri

## LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES (Political Subdivision)

Issued to:

Missouri Tax I.D.: 12524361

FRANKLIN COUNTY  
COURTHOUSE SQ  
UNION MO 63084

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. The agency above must adhere to the exempt status requirements.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Division, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov), or call 573-751-2836.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Amending Previous Order

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2019-316**

**WHEREAS**, prior hereto on July 30, 2019, the Franklin County Commission adopted Commission Order No. 2019-316 pertaining to the Multi-County Narcotics and Violent Crimes Enforcement grant award for the Franklin County Narcotics Enforcement Unit; and

**WHEREAS**, it has been determined that due to clerical error it was not stated in the Commission Order the grant award also included the State Subaward amount of \$52,236.12.

**IT IS THEREFORE ORDERED** that Commission Order No. 2019-316 is hereby amended to reflect the State Subaward amount of \$52,236.12.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to the State Department of Public Safety; Lt Scott Reed; Sheriff Steve Pelton; and Christa Buchanan, Deputy County Clerk.

\_\_\_\_\_  
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, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF APPROVING  
CHANGE ORDER #1 TO PAULY JAIL  
BUILDING COMPANY, INC. FOR THE  
FRANKLIN COUNTY PUBLIC  
SAFETY FACILITY PROJECT**

**WHEREAS**, the Franklin County Commission accepted the proposal from contractor, Pauly Jail Building Company, Inc. for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

**WHEREAS**, it has been determined that additional costs have been added to provide and install 2 sets of pads for padded cells as an alternate item and the change order would add an additional \$50,800.00 to the project cost for a total cost of \$6,659,800.00; and

**WHEREAS**, Navigate and FGM Architects, Inc. have approved the cost adjustment.

**IT IS THEREFORE ORDERED** that the proposed Change Order No. 1 for Pauly Jail Building Company, Inc. to provide and install 2 sets of pads for padded cells for an additional \$50,800.00 to the project cost for a total cost of \$6,659,800.00 is 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 FURTHER ORDERED** that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttmann, Purchasing; and Lynne Maloney, Accounts Payable.

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

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

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

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Additions and Renovation to existing Franklin County Sheriff Station, Jail and Communication Center FGM Project No.: 18-2562.01	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: May 21, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: June 19, 2019
<b>OWNER:</b> <i>(Name and address)</i> Franklin County, Missouri 400 East Locust Union, Missouri 63084	<b>ARCHITECT:</b> <i>(Name and address)</i> FGM Architects Inc. 10 South Broadway, Suite 1150 St. Louis, Missouri 63102	<b>CONTRACTOR:</b> <i>(Name and address)</i> Pauly Jail Building Company, Inc. 17515 Bataan Court Noblesville, Indiana 46062

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

**A03 Detention and Security**

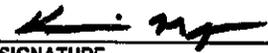
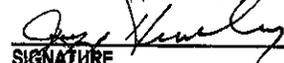
Post-Bid Alternate #1: Provide and install 2 sets of pads for padded cells.....\$50,800.00

The original Contract Sum was	\$ 6,609,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 6,609,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 50,800.00
The new Contract Sum including this Change Order will be	\$ 6,659,800.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>FGM Architects Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Pauly Jail Building Company, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Franklin County, Missouri</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Kevin W. Meyer, Project Manager PRINTED NAME AND TITLE	Jeff Hensley PRINTED NAME AND TITLE	Tim Brinker, Commissioner PRINTED NAME AND TITLE
<u>07/23/2019</u> DATE	<u>7/23/2019</u> DATE	<u>7-23-19</u> DATE

**RFB PRICING FORM – A**

**2019-A3 Detention & Security**

**REQUIRED PRICING BID BREAKDOWN**

The contractor shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFB.

- A. Total Cost of Work \$ 6,609,000.00  
↳ INCLUDES \$50,000 ALLOWANCE  
\$6,559,000
- B. Bid Alternates (Prices to be held until June 15, 2019):
  - 1. Add Furnish and install 2 sets of pads for padded cells. \$ 50,800.00
  - 2. Add Monthly storage rate for steel cells \$ 12,600.00 /mo
  - 3. Add One Time Storage Loading/Unloading Charge \$ 2,800.00
  - 4. Add Furnish and install all security ceilings (12ga plank) \$ 308,000.00
  - 5. Add Furnish Mezzanine walkway, walkway handrails, mezzanine stairs, and stair handrails at mezzanine level modules. \$ 265,000.00
  - 6. Add install Mezzanine walkway, walkway handrails, mezzanine stairs, and stair handrails at mezzanine level modules. \$ 208,000.00
  - 7. Add Furnish and install Security Woven Rod Barrier/Screen  
 (Basis of Design: Kane Innovations) at Mezzanine \$ 245,000.00
  - 8. Deduct Push Button Watch Tour System < \$ 26,300.00 >

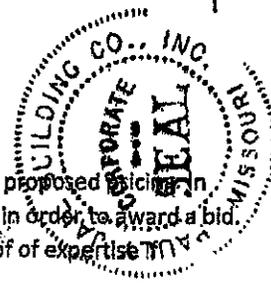
C. Lead Times

- 1. Steel Cells:
  - a. Lead time for receipt of submittals after NTP (working days): 20-30
  - b. Fabrication lead time after submittal approval (working days): 80-100
  - c. Anticipated delivery time after fabrication (working days): 3-5
  - d. Anticipated installation duration after delivery (working days): 40
- 2. Misc Detention Frames & Hardware:
 

DET. FRAMES	<u>15-20</u>	DET. HWWR.	<u>25</u>
	<u>30-40</u>		<u>100</u>
	<u>3-5</u>		<u>3-4</u>

  - a. Lead time for receipt of submittals after NTP (working days):
  - b. Fabrication lead time after submittal approval (working days):
  - c. Anticipated delivery time after fabrication (working days):

Company Name Pauly Jail Building Company, Inc.  
 Authorized Signature *Joseph Pauly Pohrer III*  
 Printed name and title Joseph Pauly Pohrer III, President



Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.



# Pauly Jail Building Co.

17515 Bataan Court  
Noblesville, IN 46062  
Ph: (317) 580-0833  
Fax: (317) 580-0857

## LETTER OF TRANSMITTAL

Date: 7/23/2019

PJBC Job #: 547-19

**RECEIVED**

Attention: **Ann Struttman**

To:

Franklin Co., Missouri  
400 East Locust  
Union, MO 63084

JUL 24 2019

BY: AS

Re: Franklin Co. Public Safety Facility

WE ARE SENDING YOU:

- Submittals   
 CD - Plans/Specs   
 Samples  
 Waivers   
 Contract   
 Closeout Documents   
 Other

COPIES	DATE	DESCRIPTION
4 ea	7/23/2019	Signed Change Order No. 001

THESE ITEMS ARE BEING TRANSMITTED FOR THE ONE OF THE FOLLOWING ACTIONS:

- For Approval   
 Approved   
 Resubmit \_\_\_\_\_ copies for approval  
 For Selection   
 Approved as noted   
 Submit \_\_\_\_\_ copies for distribution  
 Revise/Resubmit   
 Returned for Replacement   
 Return \_\_\_\_\_ corrected prints  
 For Signature

REMARKS:

COPY TO: 547 File

SIGNED: *Jeff Hensley*



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF APPROVING A  
GRANT APPLICATION FOR THE BENEFIT  
OF THE FRANKLIN COUNTY EMERGENCY  
MANAGEMENT AGENCY FOR AN  
EMERGENCY PERFORMANCE GRANT**

**WHEREAS**, the Missouri State Emergency Management Agency (“SEMA”) has awarded an Emergency Management Performance Grant (“EMPG”) to the Franklin County Emergency Management Agency, Franklin County, Missouri (the “County”) in the amount of \$46,197.69; and

**WHEREAS** the EMPG is a matching grant requiring the County to provide a local share match of \$46,197.69; and

**WHEREAS**, the County desires to accept the EMPG and to provide matching funds as required by the terms of the grant award.

**IT IS HEREBY ORDERED** by the County Commission of Franklin County that the County does hereby accept the EMPG and agrees to provide matching funds.

**IT IS FURTHER ORDERED** that the Presiding Commissioner is hereby authorized and directed to execute a Grant Agreement by and between SEMA and the County, a copy of which is attached hereto and incorporated herein by reference, 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 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 S FURTHER ORDERED**, that a copy of this Order and a fully executed copy of the Grant Application be provided to the Missouri State Emergency Management Agency; to Abe Cook, Franklin County Emergency Management Director; to Christa Buchanan, County Clerk’s Office.

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

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

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



State Emergency Management Agency  
 2302 Militia Drive  
 P.O. Box 116  
 Jefferson City, MO 65102  
 Phone: (573) 526-9100  
 Fax: (573) 634-7966

**SUBRECIPIENT AWARD**

DATE  
 August 2, 2019

Award Number	Amendment No.
EMK-2019-EP-00001-042	N/A

GRANTEE NAME  
 Franklin County Emergency Management Agency

GRANTEE VENDOR NUMBER  
 43-6001345

GRANTEE ADDRESS  
 401B East Springfield Ave  
 Union, MO 63084

ISSUING AGENCY  
 MO State Emergency Management Agency  
 PO Box 116  
 Jefferson City, MO 65102

**GRANT INFORMATION**

PROJECT TITLE  
 FY 2019 Emergency Management Performance Grant

FEDERAL AWARDING AGENCY  
 Federal Emergency Management Agency

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO  
 97.042

PERFORMANCE PERIOD  
 FROM: 1/1/2019 TO: 12/31/2019

FEDERAL AWARD AMOUNT	\$46,197.69
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LOCAL COST SHARE	\$46,197.69
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TOTAL AWARD AMOUNT	\$92,395.38
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**CONTACT INFORMATION**

**EMPG GRANT SPECIALIST**

**GRANTEE PROJECT DIRECTOR**

NAME  
 Jackie Hofstetter

E-MAIL ADDRESS  
 Jackie.hofstetter@sema.dps.mo.gov

TELEPHONE  
 573-526-9256

NAME  
 Abe Cook, EMD

E-MAIL ADDRESS  
 acook@franklinmo.net

TELEPHONE  
 636-583-1679

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.

TYPED NAME AND TITLE OF OHS OFFICIAL

Ron Walker, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Tim Brinker, Presiding Commissioner

SIGNATURE OF APPROVING OHS OFFICIAL

*Ron Walker*

DATE

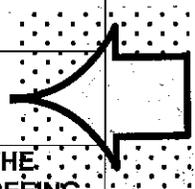
8/2/2019

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

*Tim Brinker*

DATE

**THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**



## SPECIFIC CONDITIONS

DATE  
August 2, 2019

AWARD NUMBER  
EMK-2019-EP-00001-042

### **Article I - Acknowledgement of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article II - Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **Article VI- Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

## **Article VIII - Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

## **Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

## **Article X - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

**Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

**Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

**Article XVI - Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

**Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

**Article XIX - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XX - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

#### **Article XXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

#### **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV - SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXV - Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

**Article XXVII - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

**Article XXVIII - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article XXIX - USA Patriot Act of 2001**

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**Article XXX - Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XXXI - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article XXXII - SEMA Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

#### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

#### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2018 Notice of Funding Opportunity and the Missouri 2018 EMPG Program Manual.

#### **Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving**

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXVII – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article XXXIX – Acceptance of Post Award Changes**

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

### **Article XXXX – Universal Identifier and System of Award Management**

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

### **Article XXXXI – Other Specific Conditions**

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP\*.
2. Sub-Recipients of 2019 EMPG funding are required to ensure that all EMPG funded personnel actively participate in two (2) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2019 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.
3. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2019
  - b. Quarter 3 (July 1 to September 30): Due October 15, 2019
  - c. Quarter 4 (October 1 to December 31): Due January 31, 2020
4. Subrecipients must maintain an annual Training and Exercise Plan (TEP) and participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates.

\*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF AMENDING A PROGRAM  
SERVICES CONTRACT WITH THE MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES  
FOR HEPATITIS A OUTBREAK FUNDING**

**WHEREAS**, on March 19, 2019, Commission Order 2019-129 accepted and approved the Program Services Contract for Hepatitis A Outbreak Project with the Missouri Department of Health and Senior Services; and

**WHEREAS**, the Department of Health and Senior Services has amended the contract by extending the contract through September 30, 2019 and revising Section 6.1 through 6.5 as reflected in the proposed Amendment to the Program Services Contract attached hereto; and

**IT IS THEREFORE ORDERED** by the Franklin County Commission that executing the aforementioned revision to the Program Service Contract is hereby approved and that Angie Hittson, Health Department Director, 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 executed copies of said contract and a copy of this Order be forwarded by the Franklin County Health Department to the State of Missouri Department of Health and Senior Services; Ann Struttmann, Purchasing Agent; and to Christa Buchanan, County Clerk's Office.

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

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

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> 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. 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](mailto:ProcurementUnit@health.mo.gov) if you have any questions regarding this letter.

Enclosures

[www.health.mo.gov](http://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  
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**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 Department of Health and Senior Services (DHSS) requires subrecipient contractor/providers 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 any further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, or if you do not have access to the internet, please call 573.526.5548 for assistance.

12/2018

[www.health.mo.gov](http://www.health.mo.gov)

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



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**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.

<b>Tracking #</b> 47250	<b>Contract Title:</b> HEPATITIS A OUTBREAK	
<b>Contract Start:</b> 3/1/2019	<b>Contract End:</b> 9/30/2019	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> AOC19380252		<b>Amend #:</b> 01

**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

**AMENDMENT #01 TO CONTRACT AOC19380252**

**CONTRACT TITLE:** Hepatitis A Outbreak

**CONTRACT PERIOD:** March 1, 2019 through September 30, 2019

The Department of Health and Senior Services hereby extends the above referenced contract through September 30, 2019; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed \$25,704.00 for the period of March 1, 2019 through September 30, 2019.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 6.1 through 6.5 in its entirety and replace with revised Section 6.1 through 6.5 as follows:
  - 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, \$3.00 for consumable medical supplies per at-risk person vaccinated, and \$3.00 for consumable medical supplies per hepatitis C or HIV screening performed 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 will reimburse the Contractor up to \$2,500 to develop a hepatitis A outbreak response plan specific to the Contractor's community and/or region. Any plan shall comply with provisions of Attachment E.

- 6.3 The Department will reimburse the Contractor for mileage expenses either at the Contiguous US Per Diem Rates (CONUS) rate or the mileage reimbursement rate set by the Contractor's written travel policy, whichever is lower.
  - 6.3.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 6.3.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
  - 6.4 The Contractor shall forgo seeking financial reimbursements of any kind from another source such as third party payers and/or individuals receiving hepatitis A vaccine first and/or second dose through this effort.
  - 6.5 The Contractor shall follow competitive procurement practices.
2. Add Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

To address the on-going hepatitis A outbreak within Missouri, local public health agencies (LPHAs) may find it beneficial to create an outbreak response plan. This plan must be specific to an LPHA's community and outline how to best target those in the current at-risk groups:

- persons who uses recreational drugs;
- persons experiencing homelessness;
- a man who has sex with men;
- persons in treatment or counseling for substance abuse;
- persons receiving drug substitution treatment and/or participate in drug court;
- persons who work or have been detained in jail or a detention center; and
- persons who has close contact with the above group(s) or a confirmed hepatitis A case

The Missouri Department of Health and Senior Services will provide up to \$2,500 for LPHAs to develop an outbreak response plan specific to the communities within their jurisdiction. Agency must develop a draft plan that at a minimum addresses:

- Review of most current local epidemiological data and definition of local at-risk groups
- Investigation of probable cases of hepatitis A
- Ideal locations and times to vaccinate those in the local at-risk population
- Partnerships with entities including but not limited to: hospital emergency departments, ambulatory medical and dental care clinics that serve the local at-risk groups, substance use disorder treatment centers, non-profit organizations, law enforcement agencies, emergency medical services, and faith-based organizations serving the at-risk population
- Placement of 317-funded vaccine within facilities maintained by the above partners - including maintaining compliance with all vaccines for children storage and handling requirements
- Off-site vaccine storage, handling, documentation and administration
- Developing and utilizing standing orders for hepatitis A vaccine administration
- Communication plan that addresses the outbreak to audiences including but not limited to: members of local at-risk populations, health care providers, media and the general public
- Maintaining a limited supply of immunoglobulin (IG) for hepatitis A exposure to those medically ineligible for vaccine use

A final version of your hepatitis A outbreak response plan must be submitted by September 1, 2019.

Your agency may find the following resources helpful in developing an outbreak response plan:

- National Foundation for Infectious Diseases' Recorded Webinar *Managing Outbreaks of Vaccine-Preventable Diseases* <http://www.nfid.org/webinars>
- Centers for Disease Control and Prevention's *Outbreak Response Plan: Person-to-Person Hepatitis A Outbreaks* <https://stateofmissouri.box.com/v/havresponseplan> Password: CDChepa2019

- Centers for Disease Control and Prevention's Morbidity and Mortality Weekly Report (MMWR) *Hepatitis A Virus Outbreaks Associated with Drug Use and Homelessness — California, Kentucky, Michigan, and Utah, 2017*  
[https://www.cdc.gov/mmwr/volumes/67/wr/mm6743a3.htm?s\\_cid=mm6743a3\\_w](https://www.cdc.gov/mmwr/volumes/67/wr/mm6743a3.htm?s_cid=mm6743a3_w)
- National Adult and Influenza Immunization Summit's *Tools to Assist Satellite, Temporary, and Off-Site Vaccination Clinics* <https://www.izsummitpartners.org/naiis-workgroups/influenza-workgroup/off-site-clinic-resources/>
- Commodity Supplemental Food Sites in Missouri  
<https://ogi.ia.mo.gov/DHSS/commFoodSite/index.html>



### CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b> 47250	<b>State:</b> 0% \$0.00	<b>Federal:</b> 100% \$25,704.00
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**Contract Title:** HEPATITIS A OUTBREAK  
**Contract Start:** 3/1/2019      **Contract End:** 9/30/2019      **Amend#:** 01      **Contract #:** AOC19380252  
**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:** \*  
**Federal Award Name:** CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN  
**Federal Award Year:** 2019      **DHSS #:** IP922606-01G      **Federal Obligation:** \$3,629.00

**CFDA:** 93.323      **Research and Development:** N  
**CFDA Name:** EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)  
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION  
**Federal Award:** 5NU50CK000428-05, 6NU50CK000428-05  
**Federal Award Name:** ENHANCE AND INCREASE THE CAPACITY OF PUBLIC HEALTH AGENCIES TO EFFECTIVELY DETECT, RESPOND, PREVENT AND CONTROL KNOWN AND EMERGING OR RE-EMERGING INFECTIOUS DISEASES.  
**Federal Award Year:** 2018      **DHSS #:** CK000428-05      **Federal Obligation:** \$19,621.00

**CFDA:** 93.539      **Research and Development:** N  
**CFDA Name:** PPHF 2012 - PREVENTION AND PUBLIC HEALTH FUND (AFFORDABLE CARE ACT) - CAPACITY BUILDING ASSISTANCE TO STRENGTHEN PUBLIC HEALTH IMMUNIZATION INFRASTRUCTURE AND PERFORMANCE FINANCED IN PART BY 2012 PREVENTION AND PUBLIC HEALTH FUNDS  
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION  
**Federal Award:** 5NH23IP000754-05, 6NH23IP000754-05  
**Federal Award Name:** MISSOURI IMMUNIZATION PROGRAM  
**Federal Award Year:** 2017      **DHSS #:** IP000754-05F      **Federal Obligation:** \$2,454.00

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

**Project Description:**

To provide reimbursement for mass vaccination clinics, time spent conducting case contact investigations and outreach to potential clinic locations.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF THE COUNTY OF FRANKLIN  
ENTERING INTO A CONTRACT WITH CDG ENGINEERS, INC.  
FOR CONSTRUCTION ENGINEERING SERVICES  
ON THE BOEUF CREEK ROAD BRIDGE REPLACEMENT PROJECT  
FEDERAL NO. STP-5490(615)**

**WHEREAS**, the County of Franklin desires to enter into an agreement for construction engineering services including preliminary engineering, right-of-way acquisition and construction engineering for the Boeuf Creek Road Bridge replacement project over a branch of Boeuf Creek with CDG Engineers, Inc.; and

**WHEREAS**, funds have been made available by the Federal Highway Administration through its Surface Transportation Program (STP) as coordinated through the Missouri Department of Transportation and in agreement with Franklin County; and

**IT IS THEREFORE ORDERED** that the Agreement with CDG Engineers, Inc. for construction engineering services for the Boeuf Creek Road Bridge Replacement is hereby approved and that Presiding Commissioner is authorized to execute the agreement 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 a copy of this order is provided to Missouri Department of Transportation; CDG Engineers, Inc.; Ronald J. Williams, Highway Administrator; and Ann Struttmann, Purchasing Agent.

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

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

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

**SPONSOR:** Franklin County, Missouri  
**LOCATION:** Boeuf Creek Road Bridge over Branch of Boeuf Creek  
**PROJECT:** STP-5490(615)

*THIS CONTRACT* is between Franklin County, Missouri, hereinafter referred to as the "Local Agency", and CDG Engineers, Inc., One Campbell Plaza, St. Louis, Missouri 63139, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Surface Transportation Program (STP), coordinated through the Missouri Department of Transportation, the Local Agency intends to replace the Boeuf Creek Road Bridge over a Branch of Boeuf Creek and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

Refer to Attachment A for the Scope of Services specific to this project.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 12% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 12.00% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Millenia Professional Services of Illinois, Ltd. 6439 Plymouth W-129 St. Louis, MO 63133	Surveying & ROW & Easement Preparation	\$20,500.00	\$20,500.00	100.00%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed by September 1, 2021 for FY 2021 construction.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be

made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$7,901.99**, with a ceiling established for said design services in the amount of **\$109,850.00**, which amount shall not be exceeded.
- B. For right-of-way acquisition services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$203.73**, with a ceiling established for said right-of-way acquisition services in the amount of **\$18,250.00**, which amount shall not be exceeded.
- C. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$3,420.66**, with a ceiling established for said construction inspection services in the amount of **\$42,700.00**, which amount shall not be exceeded.
- D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- E. Actual costs in Sections A, B and C above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at **56.410%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 104.454% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- F. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- G. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- H. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- I. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Millenia Professional Services of Illinois, Ltd.	6439 Plymouth W-129 St. Louis, MO 63133	Surveying & Right-of-Way Acquisition Exhibits
SCI Engineering, Inc.	650 Pierce Boulevard O'Fallon, IL 62269	Geotech., Existing Bridge Lead Paint & Asbestos Reviews & Construction Materials Testing
O.R. Colan Associates, LLC	3050 West Clay St. Suite 200 St. Charles, MO 63301	Right-of-Way & Easement Acquisition & Negotiations

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said

records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be

performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such

insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A – Scope of Service
- Attachment B - Estimate of Cost  
CDG Engineers, Inc. (4 pages)  
SCI Engineering, Inc. (6 pages)
- Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.
- Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.
- Attachment E – DBE Contract Provisions
- Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form
- Attachment G – Subs (under \$25,000 fee, Backup)  
Millenia Professional Services of Illinois, Ltd. (2 pages)  
O.R. Colan Associates, LLC (4 pages)

Executed by the Engineer this 25 day of July, 2019.

Executed by the County/City this \_\_\_ day of \_\_\_\_\_, 2019.

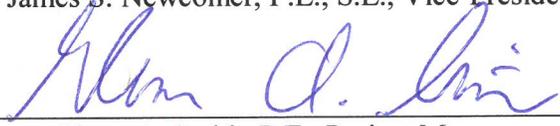
**FOR: FRANKLIN COUNTY, MISSOURI**  
County Commission

BY: \_\_\_\_\_  
Presiding Commissioner

ATTEST: \_\_\_\_\_  
County Clerk

**FOR: CDG ENGINEERS, INC.**

BY:   
James S. Newcomer, P.E., S.E., Vice-President

ATTEST:   
Glenn A. Smith, P.E., Project Manager

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties

**ATTACHMENT A**  
**SCOPE OF SERVICES**

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**I. Programming Phase**

- A. Setup project in Engineer's project system.
- B. Obtain Programming Data FIG III-1 LPA and record of Categorical Exclusion from Local Agency / MoDOT.
- C. Additional Forms and information that will be required to be submitted include the following:
  - 1. "Cultural Resources Assessment Questionnaire Form", and "Bridge Inventory Survey Form" to be submitted to the Missouri Department of Natural Resources. It is anticipated that an archaeological survey will NOT be required by the Department of Natural Resources and that cost is not included in this contract.
  - 2. Complete the required information for the State Historic Preservation Officer assuming a new alignment and a construction cost over \$150,000.00.
  - 3. Complete "Form AD-1006" to be submitted to the Soil Conservation Services. A sketch showing the location of the project on a USGS map shall be included. A letter shall be completed with the form to address the requirements of the Farmland Protection Policy Act. (IF NECESSARY)
  - 4. Complete and submit a U.S. Army Corps of Engineers (404 Permit) application form. An application for Section 401 Water Quality Certification Permit shall be completed and submitted to the Missouri Department of Natural Resources. A letter shall also be submitted to the Missouri Department of Conservation requesting their review of the project area. (IF NECESSARY)
  - 5. Complete a limited asbestos survey meeting the requirements per section 136.6.4.10.1 (Renovation and Demolition of Structure) of MoDOT's EPG manual. The survey shall provide sufficient information to complete MoDNR's Asbestos Project Notification form (MO 780-1226).
  - 6. Complete testing for regulated heavy-metal based (lead) paint that meets the requirements per section 136.6.4.10.2 (Painting Bridges and Demolition of Painted Structures) of MoDOT's EPG manual.

**II. Field Surveys and Data Collection Phase**

- A. Existing right-of-way and property lines shall be located.
- B. A survey baseline (and/or construction centerline) shall be established and be tied to the nearest section corner.
- C. Creek profile information (along Branch of Boeuf Creek), extending 500 feet upstream and 500 feet downstream of the bridge, along with eight (8) creek cross sections perpendicular to

the creek, shall be surveyed.

- D. Topography survey covering area sufficient for replacement of bridge and creek modifications.
- E. Roadway cross-sections shall be obtained at 25-foot intervals, a sufficient distance beyond the construction limits shall be used to determine drainage patterns and any other necessary cross-section.
- F. Call Missouri One Call and contact Utility Companies to identify utilities at site. Survey and locate visible and marked existing utilities in project area.
- G. Vertical Control: a project bench mark shall be established and tied to nearest USGS bench mark. Project elevations shall be issued on this newly established bench mark.
- H. Horizontal Control: at least three horizontal control points shall be established.
- I. Discuss geometric alignment options with the Local Agency before proceeding with Preliminary Design Phase. It is assumed Boeuf Creek Road will be closed at the bridge for this project's construction and staged construction and/or a public temporary site bypass will not be provided.

### **III. Preliminary Design Phase**

After all field survey data has been obtained and platted, the Engineer shall provide drawings on 22" x 34" plan sheets containing the following information.

- A. A hydraulic study for the 50 and 100 year floods and the applicable waterway opening requirements. Complete a FEMA No-Rise Certificate based on the 100-year hydraulic study performed and the existing FEMA DATA, certifying that the proposed improvement will not increase the FEMA calculated base flood elevation (if required).
- B. Typical structure and roadway sections showing the roadway width and side slopes.
- C. Review various bridge structure options (PPC MoDOT I-girders or Spread Box Beams) providing the required hydraulic opening. A new one-span bridge structure is assumed.
- D. It is assumed Boeuf Creek Road will be closed at the bridge during construction and staged bridge construction will not be used. A signed detour plan using other public roads will be provided.
- E. Assist the Local Agency with one (1) open-house style public meeting for this project and help the Local Agency staff the meeting.
- F. Preliminary plan and profile at a scale of 1" = 20' horizontally and 1" = 5' vertically. Said plan to include the following:
  - 1. Field Survey Data, including detailed measurements of the existing bridge for hydraulic purposes.
  - 2. Topographic information of the existing roadway and the creek.

3. Existing property lines and easements.
  4. Existing utilities, including any known wells and individual waste systems.
  5. Proposed improvements.
  6. Creek channel modifications, if any.
  7. Preliminary roadway profile and creek flow line changes, if any.
  8. Roadway and channel cross-sections.
- G. Perform a scour analysis according to FHWA criteria for an off-system bridge. (If Necessary).
- H. Apply to MoDOT for any required design variances. (If Necessary).
- I. Submit preliminary drawings to Local Agency and MoDOT for review and comment.
- J. Arrange for geotechnical investigation (two borings, one new each proposed end bent) as required to determine foundation/footing requirements; cost to be included in estimated cost of proposed services. *Flagger(s) and signs during drilling to keep one lane of 2 way traffic open are not included in attached hours or fee.* Assume that Boeuf Creek Road will be closed temporarily during soil boring site drilling.
- K. Provide Local Agency with preliminary estimate of construction cost.
- L. Discuss the right-of-way needs and requirements of the Local Agency before proceeding with the right-of-way plan development stage.

**IV. Right-of-way Phase**

- A. Right-of-way plans shall be completed and submitted after approval of preliminary plans. They shall include items required per the “Local Public Agency Right-of-Way Manual”. This shall include obtaining approval from the MoDOT to proceed with right-of-way activities. Right-of-way acquisition (by Local Agency) will involve Federal Funds.
- B. Prepare permanent and temporary easement and new right-of-way plats, as required, for each parcel, complete with legal descriptions for permanent easements and new right-of-way. Acquisition documents shall be prepared in accordance with Franklin County standards and suitable for recording with the Franklin County Recorder of Deeds.

**V. Right-of-way and Easement Acquisition Phase**

- A. It is anticipated that up to four (4) private property owners will be affected by these planned improvements.
- B. Order title reports from the subcontracted title company. It is anticipated to take about 30 days to receive these reports.
- C. With the right-of-way negotiating sub, coordinate to obtain background information on the

project including historical information, anticipated problems as well as property owner expectations.

- D. As the title reports are received for those properties requiring Value Finding Appraisal reports or full appraisals, order those appraisals from the appraisal subcontractor. It is anticipated that two parcels may require this Value Finding Appraisal which will take approximately 60 days to receive this appraisal. Once received, it must go through the Appraisal Review process by the subcontracted review appraiser. Assuming there are no major issues with the Value Finding report, the review should be completed in less than 30 days after the reviewer receives the report.
- E. The remainder of the properties can be valued using the Payment Estimate format in-house.
- F. As the appraisal reviews and Payment Estimates are completed, prepare the offer packages, agreements and deeds for review and approval by the County.
- G. Make every reasonable attempt to present all offers in person at a meeting with the property owner(s). At this meeting with the property owner, present an offer to review the affected portion of the property and discuss the offer amount, how it was determined, the owner's options and explain the transfer process.
- H. As parcels are signed, the paperwork will be processed with the County for payment and closing.
- I. Make at least three (3) attempts to achieve a settlement on each parcel. Present all counter-offers received to the County along with a recommendation as to settlement. Should a parcel be settled at an amount greater than the original offer, prepare the required "Administrative Settlement" document.
- J. If there are any parcels where a settlement cannot be reached, provide the County's attorney with the information necessary to file the condemnation petition. Be available to assist in the preparation for the condemnation hearings and serve as a witness (if needed). For any parcel valued using the Payment Estimate method that has to be acquired via eminent domain an appraisal report will likely need to be prepared for court and those reports are not part of this Scope.
- K. Upon completion of the right-of-way acquisition phase, turn over to the County individual files for each parcel in both paper and electronic format. Each file will contain the relevant documents to that file including the valuation, offer letter, 60-day condemnation letter, closing documents and deeds. Each file will also contain the negotiation notes outlining the details of all conversations with that property owner during the negotiations process.

## **VI. Final Design Phase**

After receipt of approval of the preliminary plans from Local Agency and MoDOT, the Engineer shall prepare the final design. The final design shall include the following information.

- A. Cover Sheet with location map, sheet index, and legend of symbols.
- B. Plan and profile sheet at a scale of 1" = 20' horizontally and 1" = 5' vertically, showing existing topography, the proposed improvements including roadway reconnection, driveway

reconnections (if necessary), all existing and proposed easements, existing utilities and relocations, if required, creek channel modifications, construction limits, profile grade and creek flow line, and incorporate review comments from Local Agency, Army Corps of Engineers, and Missouri Department of Transportation.

- C. Typical creek channel sections (if modifications are required).
- D. Complete structure plans per AASHTO LRFD bridge design criteria, for HL-93 Live Loading.
- E. All permanent and temporary easements and new right-of-way are to be shown on the plans.
- F. Final cross-sections of the proposed improvements at a scale of 1" = 5' horizontally and vertically at maximum 50 foot intervals.
- G. Traffic detour plan.
- H. Provide technical specifications including Job Special Provisions and tabulations of bid quantities. Signed and sealed by a Professional Engineer.
- I. Submit final P,S&E, (Plans, Technical Specifications and Estimate) to Local Agency and MoDOT for review and approval.
- J. Provide a complete structural inventory data sheet and rating of the new structure with the P,S&E, including signed and sealed load rating calculations, and new Structural Inventory & Appraisal Form.
- K. Incorporate final comments from MoDOT and Local Agency into the plans and technical specifications.
- L. Utilities: The consultant shall contact utilities that may be affected by this project, and shall ask utilities to make arrangements as necessary (temporary or permanent), that said utilities will not impede the contractor when he begins the project. Local Agency will help coordinate with utilities. This item shall be completed prior to advertising for construction bids.
- M. An estimate of construction costs.
- N. Plans to include "B" Sheet showing the breakdown of quantity locations.
- O. Provide an electronic copy of the Final Plans, Specifications and Cost Estimate to the Local Agency.
- P. Distribute final approved sealed and signed plans, specifications, and bid documents for bidding to Local Agency - selected electronic plan room. Plan Room will be required to keep a list of all plan holders for possible distribution of bid addendums.
- Q. Complete County Elevation Certificate. (If Necessary).
- R. Compile a list of qualified bidders, and inform them of the project.
- S. Answer contractors' questions during bidding and issue addenda (if required).

## VI. Construction Phase Services

To help reduce the cost of these services, this proposal assumes some of the monitoring of the Contractor's actual process will be accomplished by the Engineer via telephone and the County is asked to visit the site at least once daily and report visible site progress to the Engineer on a daily basis. The Engineer will have part-time, not daily, presence at the site on an as-needed basis. The actual time and related expenses expended by the Engineer during construction is greatly dependent on MoDOT and which Contractor is successful in the upcoming construction bidding process.

- A. Review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, create a Bid Tabulation with the latest Engineer's estimate and all bids received, and consult with Local Agency on award of bid. Assist Local Agency in requesting MoDOT concurrence of award of bid.
- B. Attend the preconstruction meeting with the selected contractor, where the important aspects of the plans and specifications will be pointed out.
- C. Review construction mix designs and other shop drawings as directed by the Local Agency.
- D. Prepare project start-up submittal and send to MoDOT.
- E. Review shop drawings and material certification submitted by the Contractor for compliance with the contract documents.
- F. Attend and participate at progress meetings according to the County's and/or Contractor's schedule. Prepare and distribute meeting minutes following meetings.
- G. Provide periodic construction observation, documentation and record keeping. These items shall generally conform to Section 136.11 – Local Public Agency Construction of the MoDOT Engineering Policy Guide, and specifically to the General Documentation Requirements therein.

Work Layout Review: Review ongoing work by Contractor for compliance with contract documents during site visits.

The Engineer will maintain the books, documents, papers, accounting records and other evidence pertaining to costs incurred. Such materials will be available at their office at all reasonable times during the contract period and for three (3) years after completion of the final audit, for inspection by the County, State and Federal Highway Administration or their authorized representatives.

- H. Progress Reports: The Engineer will submit a monthly report to the MoDOT representative, copied to Franklin County, stating the progress of the work. Reporting forms shall be similar to Figure 136.11.3 of the MoDOT Engineering Policy Guide.
- I. Materials Testing: CDG Engineers has included a testing allowance in our proposal. CDG Engineers intends to hire SCI Engineering, Inc. as a testing subconsultant on an as needed basis. The level of testing is assumed to be per the MoDOT LPA manual. The anticipated testing allowance could include concrete, asphalt and/or embankment compaction sampling and testing. A schedule of the SCI Engineering unit test costs will be provided to the County and tests will be invoiced at those unit costs plus CDG Engineers' time for supervision and

handling against the testing allowance.

*NOTE: A testing allowance of nine thousand nine dollars (\$9,000)(within the proposed fee) will be set aside for the testing required by Franklin County/MoDOT.*

- J. Review Contractor's pay requests and recommend payment.
- K. Invoices: Progress and final invoices shall be prepared by the Engineer for submission to the State by the County for reimbursement of construction and observation costs. Progress and final invoices shall follow the procedures in Section 136.11.13 of the MoDOT Engineering Policy Guide.
- L. Change Orders: County to write and initiate changes to the construction contract in a MoDOT approved format. County to obtain MoDOT approval prior to beginning the additional work and final approval and signature on the change order(s).
- M. Labor Wage Rate Interviews: The Engineer will conduct one wage rate interview every two (2) weeks, which shall be documented on a form similar to Figure 136.11.7 of the MoDOT Engineering Policy Guide.
- N. Attend and write final inspection reviews and punch lists in the MoDOT approved format. Monitor corrective work and prepare final punch list review for County and MoDOT approval.
- O. Final Certifications: The Engineer shall provide to the County for submission to the State, final certification letters and documentation as required in Section 136.11.20 of the MoDOT Engineering Policy Guide.
- P. Prepare and furnish record drawings in accordance with information provided by Contractor.  
  
*NOTE: CDG Engineers is not a guarantor of the Contractor's work; responsible for safety in, or about the job site; or in control of the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids.*
- Q. Attend the final walk-thru to assure the project was constructed according to the plans and specifications so the Local Agency can complete close out documents.

## **VII. Services not Included**

- A. Construction surveying. Construction surveying shall be performed by the Contractor and included in his bid.
- B. Right-of-way acquisition services beyond those specifically described above.
- C. Construction phase services other than those specifically described above.

**ATTACHMENT B**

**ESTIMATE OF COST (7/23/19)**

<b>DESIGN PHASE</b>			
	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<b>I. <u>Programming Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	4	\$ 46.87	\$ 187.48
Senior Engineer		\$ 44.57	\$ -
Project Engineer		\$ 38.26	\$ -
Design Engineer		\$ 37.32	\$ -
Technician		\$ 29.95	\$ -
Administrative	1	\$ 28.68	\$ 28.68
Subtotal	<u>5</u>		<u>\$ 216.16</u>
<b>II. <u>Field Surveys and Data Collection Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	2	\$ 46.87	\$ 93.74
Senior Engineer		\$ 44.57	\$ -
Project Engineer		\$ 38.26	\$ -
Design Engineer	8	\$ 37.32	\$ 298.56
Technician		\$ 29.95	\$ -
Administrative	1	\$ 28.68	\$ 28.68
Subtotal	<u>11</u>		<u>\$ 420.98</u>
<b>III. <u>Preliminary Design Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	16	\$ 46.87	\$ 749.92
Senior Engineer	24	\$ 44.57	\$ 1,069.68
Project Engineer	16	\$ 38.26	\$ 612.16
Design Engineer	80	\$ 37.32	\$ 2,985.60
Technician	20	\$ 29.95	\$ 599.00
Administrative	2	\$ 28.68	\$ 57.36
Subtotal	<u>158</u>		<u>\$ 6,073.72</u>
<b>IV. <u>Right-of-Way Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	2	\$ 46.87	\$ 93.74
Senior Engineer		\$ 44.57	\$ -
Project Engineer		\$ 38.26	\$ -
Design Engineer	12	\$ 37.32	\$ 447.84
Technician	12	\$ 29.95	\$ 359.40
Administrative	3	\$ 28.68	\$ 86.04
Subtotal	<u>29</u>		<u>\$ 987.02</u>
<b>VI. <u>Final Design Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	24	\$ 46.87	\$ 1,124.88
Senior Engineer	200	\$ 44.57	\$ 8,914.00
Project Engineer	24	\$ 38.26	\$ 918.24
Design Engineer	48	\$ 37.32	\$ 1,791.36
Technician	80	\$ 29.95	\$ 2,396.00
Administrative	16	\$ 28.68	\$ 458.88
Subtotal	<u>392</u>		<u>\$ 15,603.36</u>
Total (Phases I, II, III, IV, VI)	595		\$ 23,301.24

Subtotal (From B-1)	\$	23,301.24
Payroll Overhead (Est. at 56.410%)	\$	13,144.23
General and Administrative Overhead (Est. at 104.454%)	\$	24,339.08
Subtotal (CDG Labor Fee)	\$	60,784.55
Fixed Fee (0.13 * \$60,784.55)	\$	7,901.99
Subtotal	\$	<u>68,686.54</u>
Other Direct Costs		
Travel - 5 Round Trips at 110 miles (@ \$0.58/mile)	\$	319.00
Miscellaneous Non-Administrative (Field supplies, etc.)	\$	131.41
Subtotal (Other Direct Costs)	\$	<u>450.41</u>
Subcontract (Pass-Thru Costs)		
Ground Surveying (Millenia Professional Services)	\$	18,500.00
Right-of-Way Easement Exhibits, Assume 4 Parcels (Millenia)	\$	2,000.00
Geotechnical Investigation (SCI Engineering, Inc.)	\$	17,681.45
Traffic Control during Geotech. Invest. (not required - close road)	\$	-
Asbestos and Lead Paint Review/Testing (SCI Engineering, Inc.)	\$	2,531.60
Subtotal (Subcontracts)	\$	<u>40,713.05</u>
<b>TOTAL FEE CEILING (PE SERVICES)</b>	<b>\$</b>	<b><u><u>109,850.00</u></u></b>

**ROW ACQUISITION PHASE**

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
V. <b><u>Right-of-Way and Easement Acquisition Phase</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	4	\$ 46.87	\$ 187.48
Senior Engineer		\$ 44.57	\$ -
Project Engineer		\$ 38.26	\$ -
Design Engineer	8	\$ 37.32	\$ 298.56
Technician		\$ 29.95	\$ -
Administrative	4	\$ 28.68	\$ 114.72
Subtotal	<u>16</u>		<u>\$ 600.76</u>
Payroll Overhead (Est. at 56.410%)			\$ 338.89
General and Administrative Overhead (Est. at 104.454%)			\$ 627.52
Subtotal (CDG Labor Fee)			\$ 1,567.17
Fixed Fee (0.13 * \$1,567.17)			\$ 203.73
Subtotal			<u>\$ 1,770.90</u>
Other Direct Costs			
Miscellaneous Non-Administrative (Field supplies, etc.)			\$ 79.10
Subtotal (Other Direct Costs)			<u>\$ 79.10</u>
Subcontract (Pass-Thru Costs)			
Right-of-Way Acquisition, 4 Parcels (O.R. Colan Associates)			\$ 16,400.00
Subtotal (Subcontracts)			\$ 16,400.00
<b>TOTAL FEE CEILING (ROW ACQUISITION)</b>			<b><u>\$ 18,250.00</u></b>

**CONSTRUCTION PHASE**

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<b>VII. <u>Construction Phase Services</u></b>			
Principal		\$ 59.32	\$ -
Project Manager	20	\$ 46.87	\$ 937.40
Senior Engineer	12	\$ 44.57	\$ 534.84
Project Engineer	12	\$ 38.26	\$ 459.12
Design Engineer	200	\$ 37.32	\$ 7,464.00
Technician	32	\$ 29.95	\$ 958.40
Administrative	20	\$ 28.68	\$ 573.60
Subtotal	<u>296</u>		<u>\$ 10,927.36</u>
Payroll Overhead (Est. at 56.410%)			\$ 6,164.12
General and Administrative Overhead (Est. at 104.454%)			\$ 11,414.06
Subtotal (CDG Labor Fee)			\$ 28,505.54
Fixed Fee (0.12 * \$28,505.54)			\$ 3,420.66
Subtotal			<u>\$ 31,926.20</u>
Other Direct Costs			
Travel - 50 Trips at 59 miles (@ \$0.58/mile)			\$ 1,711.00
Miscellaneous Non-Administrative (Field supplies, etc.)			\$ 15.79
Subtotal (Other Direct Costs)			<u>\$ 1,726.79</u>
Subcontract (Pass-Thru Costs)			
Construction Material Testing (SCI Engineering, Inc.)			\$ 9,047.01
Subtotal (Subcontracts)			<u>\$ 9,047.01</u>
<b>TOTAL FEE CEILING</b>			<b>\$ 42,700.00</b>
<b>(CONSTRUCTION PHASE SERVICES)</b>			<b><u><u>42,700.00</u></u></b>



SCI ENGINEERING, INC.

47 St. Andrews Drive  
 Union, Missouri 63084  
 636-584-7991  
 www.sciengineering.com

**Project Name**  
**SCI Project Number**  
**Location**

**Boeuf Creek Road Bridge Replacement**  
**2019-0192.10**  
**Franklin County, MO**

**Geotechnical Fees**

**Date Prepared:** May 30, 2019

Task Item	Sr. Engineer II	Senior Engineer I	Staff Engineer	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration	2	6	6	2	2	18	5,607.10	
G2 - Foundation Investigation Report	6	12	32	4	8	62	1,672.00	
G3 - QA/QC	4	2			1	7	0.00	
G4 - Project Administration		4			1	5	0.00	
<b>TOTAL HOURS</b>	<b>12</b>	<b>24</b>	<b>38</b>	<b>6</b>	<b>12</b>	<b>92</b>	<b>7,279.10</b>	
<b>Hourly Salary Rate (Average)</b>	<b>57.79</b>	<b>41.85</b>	<b>24.14</b>	<b>25.43</b>	<b>27.44</b>	<b>334.88</b>		
<b>Direct Labor</b>	<b>693.48</b>	<b>1,004.40</b>	<b>917.32</b>	<b>152.58</b>	<b>329.28</b>	<b>3,097.06</b>		
<b>Overhead Rate</b> 194.63%	<b>1,349.72</b>	<b>1,954.86</b>	<b>1,785.38</b>	<b>296.97</b>	<b>640.88</b>	<b>6,027.81</b>		
<b>Profit</b> 14.00%	<b>286.05</b>	<b>414.30</b>	<b>378.38</b>	<b>62.94</b>	<b>135.82</b>	<b>1,277.48</b>		
<b>Total Labor Cost</b>	<b>\$2,329.25</b>	<b>\$3,373.56</b>	<b>\$3,081.08</b>	<b>\$512.48</b>	<b>\$1,105.98</b>	<b>10,402.35</b>		
<b>TOTAL COST</b>							<b>Total</b>	<b>17,681.45</b>
Average Rate per Classification	2.9463	\$194.10	\$140.57	\$81.08	\$85.41	\$92.16		

Cost per Task	Sr. Engineer II	Senior Engineer I	Staff Engineer	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration	388.21	843.39	486.49	170.83	184.33	2,073.24	5,607.10	7,680.34
G2 - Foundation Investigation Report	1,164.62	1,686.78	2,594.59	341.66	737.32	6,524.97	1,672.00	8,196.97
G3 - QA/QC	776.42	281.13			92.16	1,149.71	0.00	1,149.71
G4 - Project Administration		562.26			92.16	654.43	0.00	654.43
<b>TOTALS</b>	<b>2,329.25</b>	<b>3,373.56</b>	<b>3,081.08</b>	<b>512.48</b>	<b>1,105.98</b>	<b>10,402.35</b>	<b>7,279.10</b>	<b>17,681.45</b>



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Project Name            Boeuf Creek Road Bridge Replacement  
SCI Project Number    2019-0192.10  
Location                Franklin County, MO

Geotechnical Direct Costs

	# of Units	Rate	Totals	
<b><u>G1 - Coordination and Field Exploration</u></b>				
MoDOT Permit	1	\$500.00	\$	500.00
Soil Drilling @ 80 feet & Rock Coring @ 50 feet plus grouting	130	\$37.88	\$	4,924.40
Mileage	315	\$0.580	\$	182.70
			<b>Subtotal</b>	<b>\$5,607.10</b>
<b><u>G2 - Foundation Investigation Report - Laboratory Testing</u></b>				
Moistures	14	\$ 10.00	\$	140.00
Atterbergs	2	\$ 75.00	\$	150.00
Percent finer sieve	4	\$ 40.00	\$	160.00
Rock core descrip	6	\$ 40.00	\$	240.00
Rock qu	4	\$ 79.00	\$	316.00
Unconfined Compression Test (Soil - Undisturbed)	2	\$ 83.00	\$	166.00
UUs	4	\$ 125.00	\$	500.00
			<b>Subtotal</b>	<b>\$1,672.00</b>
			<b>Subtotal Direct Costs</b>	<b>\$7,279.10</b>



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**Project Name**  
**SCI Project Number**  
**Location**

**Boeuf Creek Road Bridge Replacement**  
**2019-0192.00**  
**Franklin County, MO**

**Construction Testing Fees**

**Date Prepared:**

May 30, 2019

Task Item	Senior Engineer I	Tech II	Admin. Assistant	Field Manager I		Subtotal	Direct Costs	Total Cost
Project Management	8		8			16		
Deep Foundations						0		
Engineer/Geologists Field Visits	8					8	23.20	
Type 1 or 5 Aggregate Base Lab Testing						0		
Asphalt Field Density Lab Testing/Mix Testing						0		
Asphalt Batch Plant Sampling/Testing (BP Mixes)						0		
Concrete Structures	2	36	1			39	754.80	
Concrete Aggregate Laboratory Testing						0		
Asphalt Coring						0		
Compaction Testing of Subgrade & Aggregate	2	40	1			43	622.00	
<b>TOTAL HOURS</b>	<b>20</b>	<b>76</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>106</b>	<b>1,400.00</b>	
Hourly Salary Rate (Average)	41.85	16.82	16.14	18.40		225.99		
<b>Direct Labor</b>	<b>837</b>	<b>1,278.32</b>	<b>161.40</b>	<b>0.00</b>	<b>0.00</b>	<b>2,276.72</b>		
Overhead Rate	194.63%	1,629.05	2,487.99	314.13	0.00	0.00	4,431.18	
Profit	14.00%	345.25	527.28	66.57	0.00	0.00	939.11	
<b>Total Labor Cost</b>	<b>\$2,811.30</b>	<b>\$4,293.60</b>	<b>\$542.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>7,647.01</b>		
<b>TOTAL COST</b>							<b>Total</b>	<b>9,047.01</b>
Average Rate per Classification	2.946	\$140.57	\$56.49	\$54.21	\$61.80	\$0.00		

Cost per Task	Senior Engineer I	Tech II	Admin. Assistant	Field Manager I		Total Labor per Task	Direct Costs	Total Per Task
Project Management	1,124.52		433.69			1,558.21	0.00	1,558.21
Deep Foundations						0.00	0.00	0.00
Engineer/Geologists Field Visits	1,124.52					1,124.52	23.20	1,147.72
Type 1 or 5 Aggregate Base Lab Testing						0.00	0.00	0.00
Asphalt Field Density Lab Testing/Mix Testing						0.00	0.00	0.00
Asphalt Batch Plant Sampling/Testing (BP Mixes)						0.00	0.00	0.00
Concrete Structures	281.13	2,033.81	54.21			2,369.15	754.80	3,123.95
Concrete Aggregate Laboratory Testing						0.00	0.00	0.00
Asphalt Coring						0.00	0.00	0.00
Compaction Testing of Subgrade & Aggregate	281.13	2,259.79	54.21			2,595.13	622.00	3,217.13
<b>TOTALS</b>	<b>2,811.30</b>	<b>4,293.60</b>	<b>542.11</b>	<b>0.00</b>	<b>0.00</b>	<b>7,647.01</b>	<b>1,400.00</b>	<b>9,047.01</b>



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Project Name            Boeuf Creek Road Bridge Replacement  
SCI Project Number    2019-0192.00  
Location                Franklin County, MO

Construction Testing Direct Costs

	# of Units		Rate	Totals
<u>Engineer/Geologist Field Visits</u>				
Mileage	40	@	\$0.58	\$23.20
			<b>Subtotal</b>	<b>\$23.20</b>
<u>Concrete Structures</u>				
Concrete Cylinders	24	@	\$13.50	\$324.00
Cylinder Molds	24	@	\$1.75	\$42.00
Mileage	720	@	\$0.54	\$388.80
			<b>Subtotal</b>	<b>\$754.80</b>
<u>Compaction Testing of Subgrade &amp; Aggregate</u>				
Standard Proctor	1	@	\$220.00	\$220.00
Atterberg	1	@	\$66.00	\$66.00
Nuclear Gauge	5	@	\$44.00	\$220.00
Mileage	200	@	\$0.58	\$116.00
			<b>Subtotal</b>	<b>\$622.00</b>
			<b>Total</b>	<b>\$1,400.00</b>



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**Project Name**  
**SCI Project Number**  
**Location**

**Boeuf Creek Road Bridge Replacement**  
**2019-0192.20**  
**Franklin County, MO**

**Environmental**  
**Fees**

**Date Prepared:** May 30, 2019

Task Item	Sr. Engineer II/PM	Project Scientist II	Sr. Admin	Subtotal	Direct Costs	Total Cost
1a - Project Coordination	1	2		3		
1b - Survey Activities		5		5	63.80	
1c - Reporting	1	3	3	7		
1d - Laboratory Testing				0	690.00	
<b>TOTAL HOURS</b>	<b>2</b>	<b>10</b>	<b>3</b>	<b>15</b>	<b>753.80</b>	
<b>Hourly Salary Rate (Average)</b>	<b>57.79</b>	<b>33.14</b>	<b>27.44</b>	<b>186.37</b>		
<b>Direct Labor</b>	<b>115.58</b>	<b>331.40</b>	<b>82.32</b>	<b>529.30</b>		
<b>Overhead Rate</b>	<b>194.63%</b>	<b>224.95</b>	<b>645.00</b>	<b>160.22</b>	<b>1,030.18</b>	
<b>Profit</b>	<b>14.00%</b>	<b>47.67</b>	<b>136.70</b>	<b>33.96</b>	<b>218.33</b>	
<b>Total Labor Cost</b>	<b>\$388.21</b>	<b>\$1,113.10</b>	<b>\$276.49</b>	<b>1,777.80</b>		
<b>TOTAL COST</b>					<b>Total</b>	<b>2,531.60</b>
Average Rate per Classification	\$194.10	\$111.31	\$92.16			

Cost per Task	Sr. Engineer II/PM	Project Scientist II	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
1a - Project Coordination	194.10	222.62	0.00	416.72		416.72
1b - Survey Activities	0.00	556.55	0.00	556.55	63.80	620.35
1c - Reporting	194.10	333.93	276.49	804.53	0.00	804.53
1d - Laboratory Analysis	0.00	0.00	0.00	0.00	690.00	690.00
<b>TOTALS</b>	<b>388.21</b>	<b>1,113.10</b>	<b>276.49</b>	<b>1,777.80</b>	<b>753.80</b>	<b>2,531.60</b>



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Project Name  
SCI Project Number

Boeuf Creek Road Bridge Replacement  
2019-0192.20

Environmental Direct Costs

1b -Survey Activities

	# of Units	Rate	Totals	
Mileage	110	\$0.580	\$63.80	\$63.80
			<b>Subtotal</b>	<b>\$63.80</b>

1d- Laboratory Testing

Asbestos Samples	30	@	\$7.00	\$210.00
Heavy Metal Based Paint Samples	4	@	\$120.00	\$480.00
			<b>Subtotal</b>	<b>\$690.00</b>

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Subtotal Direct Costs **\$753.80**

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

### DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

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1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and

controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting

DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

ATTACHMENT F

FIG. 136.4.15  
CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/CONSULTANTS  
LOCAL FEDERAL AID TRANSPORTATION PROJECTS

**Firm Name (Consultant):** CDG Engineers, Inc.

**Project Owner (LPA):** Franklin County, Missouri

**Project Name:** Boeuf Creek Road Bridge over Branch of Boeuf Creek

**Project Number:** STP-5490(615)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA  
Printed Name: \_\_\_\_\_

Consultant  
Printed Name: James S. Newcomer, P.E., S.E.

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: July 25, 2019



## Millennia Professional Services of Illinois, Ltd.

11 Executive Drive, Suite 12 · Fairview Heights, Illinois 62208 · (Office) 618.624.8610 · (Fax) 618.624.8611

July 18, 2019

Mr. Tim Nugent, P.E.  
CDG Engineers  
One Campbell Plaza  
St. Louis, MO 63139

**Re: Confirming Proposal for Professional Land Surveying Services for Boeuf Creek Road bridge replacement project over Boeuf Creek, STP-5490(615)Co., MO**

Dear Tim:

Millennia Professional Services is pleased to submit this confirmation of the cost of our services for performing the Professional Land Surveying Services for the above-referenced project. The purpose of our services will be to provide existing conditions mapping and cross sections of the existing stream for the proposed design of the new bridge.

The cost of our services outlined in your scope of work to be completed June 26, 2019 will not exceed \$18,500.00. Additionally, to complete the R/W acquisition documents as discussed for four (4) parcels will not exceed \$2,000.00. (\$500/parcel)

The above mentioned fees include mobilization to and from the project site from our office. Additionally, Millennia Professional Services nor its principals and registered professionals have never been debarred or have had any licenses suspended by the State of Missouri.

If you have any questions or need further information, please feel free to contact our office at your earliest convenience.

Sincerely,

**Millennia Professional Services of Illinois, Ltd.**

Dale Woolard, PLS  
Survey Project Manager

DLW/dlw

**Certificate of Final Indirect Costs**

**Firm:** Millennia Professional Services

**Indirect Cost Rate Proposal:** 135.29%  
**(Include Home & Field Office overhead rate(s) and, if applicable, FCCM)**

**Date of Proposal Preparation (mm/dd/yyyy):** July 18, 2019

**Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):** 01/01/218 to 12/31/2018

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31, 2 CFR 200; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31 and 2 CFR 200.

**Signature:** 

**Name of Certifying Official (Print):** Paul J. Moreno

**Title:** President

**Date of Execution (mm/dd/yyyy):** 07/24/2019

June 6, 2019

Timothy Nugent, P.E.  
Project Manager/Structural Engineer  
CDG Engineers  
One Campbell Plaza  
St. Louis, MO 63139

RE: Boeuf Creek Road Bridge Replacement  
Franklin County  
Right of Way Acquisition Services

Dear Mr. Nugent;

Per your request, following is a cost proposal to provide right of way acquisition services for four parcels on the Boeuf Creek Road Bridge replacement project. This proposal is based upon the information which has been provided to us at this point in time.

4 title reports @ \$400 each = \$1,600  
2 Payment Estimate valuations @ \$400 each = \$800  
2 Value Finding Appraisals @ \$1,900 each = \$3,800  
2 Value Finding Appraisal Reviews @ \$950 each = \$1,900  
4 negotiations @ \$1,800 each = \$7,200  
4 deed recordings and related services @ \$200 each = \$800  
Recording fees will be a pass-through cost and are estimated at \$300 total.

Total Proposed Cost: \$16,400.00

Once the right-of-way plans are finalized, we may determine that all of the parcels can be valued using the Payment Estimate method. If this is the case, we will charge \$400 for each of those rather than the appraisal and appraisal review fees listed.

The negotiation fee takes into account that it appears two of the properties have the same ownership.

Each task will be invoiced on a unit cost per parcel basis and recording fees from the County Recorder's office will be invoiced at cost.

Additionally, neither O. R. Colan Associates, LLC or its nor its principals or registered professionals have ever been debarred or had any license suspended by the state of Missouri.

Thank you for the opportunity to provide this proposal and please do not hesitate to contact me with any questions.

Sincerely,



Daryl Knobbe  
Vice-President



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

May 17, 2019

Ms. Carmen Johnson  
VP of Finance and Administration  
O.R. Colan Associates, LLC and Subsidiaries  
7005 Shannon Willow Rd., Suite 100  
Charlotte NC 28226

Dear Ms. Johnson:

We have performed a cognizant review of the audit, and supporting workpapers, of O.R. Colan Associates, LLC and Subsidiaries Statement of the Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2018 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. §112 (b) (2)(c) and 23 C.F.R §172.3 and 172.7. The audit was performed by the independent CPA firm Thomas W. Maxwell (T-MAX). The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the Indirect Cost Rate was established in accordance with the Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, NCDOT questioned costs in the amount of \$63,131.37 for Treats by Surprise HR. These costs were disallowed per FAR 31.205-13 and FAR 31.205-14.

We recommend acceptance of the following rates:

Home Office:	208.53%
Facilities Capital Cost of Money (Home):	0.02%

Sincerely,

A handwritten signature in cursive script that reads "Lonnetta Raynor".

Lonnetta Raynor, Manager  
Consultant, Utility, Rail and Turnpike

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
OFFICE OF INSPECTOR GENERAL – C.U.R.T  
1507 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1507

Telephone: (919) 707-4582  
Fax: (919) 715-2710  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

**Certificate of Final Indirect Costs**

**Firm:** O. R. Colan Associates, LLC

**Indirect Cost Rate Proposal:** 208.53% and 0.02%  
**(Include Home & Field Office overhead rate(s) and, if applicable, FCCM)**

**Date of Proposal Preparation (mm/dd/yyyy):** 6/9/19

**Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):** 1/1/18 - 12/31/18

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31, 2 CFR 200; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31 and 2 CFR 200.

**Signature:** 

**Name of Certifying Official (Print):** Daryl Knobbe

**Title:** Vice President

**Date of Execution (mm/dd/yyyy):** 7/24/19



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF APPROVING  
AND AUTHORIZING EXECUTION OF  
AN AGREEMENT WITH WEBPRO  
PRODUCTIONS, LLC D/B/A SHEENOMO**

**WHEREAS**, WEBPRO PRODUCTIONS, LLC d/b/a Sheenomo currently provides services to the Franklin County Sheriff's Office with respect to their website; and

**WHEREAS**, it is necessary to renew the agreement with Sheenomo in order to avoid a discontinuation of the service; and

**WHEREAS**, the annual cost of the services provided by Sheenomo is \$600.00 as attached hereto.

**IT IS THEREFORE ORDERED** that the agreement with Sheenomo is 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 a copy of this Order be provided to Sheenomo; a copy to Steven M. Pelton, Sheriff; and a copy to Ann Struttman, Purchasing Agent.

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

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

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

SC | eCatholic

sheenomo

eCatholic Sheenomo  
PO Box 9901  
College Station, TX 77842  
(877)932-1776 x 3  
billing@eCatholic.com

Invoice 50471

**BILL TO**

Franklin County Sheriff's Office  
(Union, MO)

<b>DATE</b> 08/09/2018	<b>PLEASE PAY</b> \$600.00	<b>DUE DATE</b> 09/19/2018
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**ACTIVITY**

Sheenomo Websites: Sheenomo - Premium  
Monthly licensing of Sheenomo - Premium (9/19/18 thru 9/19/19)

QTY	RATE	AMOUNT
12	50.00	600.00

NOTE: All payments must be submitted in United States Dollars (USD) drawn on an United States Bank. Please make checks payable to "WEBPRO PRODUCTIONS, LLC".

**TOTAL DUE \$600.00**

THANK YOU.

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT. THANKS!

# Sheenomo Websites Terms of Service Agreement

By signing up for Sheenomo Websites, you agree to these Terms of Service.

By signing up for or using Sheenomo Websites you agree to be bound by the terms and conditions of this agreement, which may be in writing or otherwise. If you do not agree to these terms and conditions, you may not use these Services.

## 1 - Agreement

This Terms of Service Agreement (the "**Agreement**") is between you and WEBPRO PRODUCTIONS, LLC d/b/a Sheenomo ("**Sheenomo Websites**", "**we**", "**us**", or "**our**") and applies to your use of our websites platform ("**Platform**"), collectively the "**Service**" or "**Services**". "**You**" (and "**you**") and "**Your**" (and "**your**") refer to your organization ("**Organization**") and those using the Services on behalf of the Organization ("**Users**"). "**Website**" refers to the website that you create using the Services and "**Domain**" refers to the domain name(s) in connection with the Website.

In addition to the terms of this Agreement, you agree to the terms, features, and all other specifications on Our websites (Sheenomo.com ("**Sites**")) and in the content management system of your website ("**Platform**"), collectively, the "**Policies**".

We may modify the terms of this Agreement or the Policies of the Services, Sites, or Platform at any time. We will post the amended Agreement and send an email notification to the user who signed up for the Services of any Material Changes. A "**Material Change**" is limited to a change that involves an increase in fees or liability to You. If you do not accept a change to this Agreement or the Services offered, your sole remedy is to cancel your use of the Service. The date that this Agreement was last modified is listed at the bottom of the Agreement.

## 2 - Description of Services

Sheenomo Websites enables your Organization to create and maintain a website using our websites Platform which includes a proprietary content management system and website hosting.

Sheenomo provides You with a non-exclusive, non-transferable, limited license ("**Subscription**") to use the Services, which You agree to accept with this Agreement. The Subscription shall be in effect so long as You pay your Subscription fee and any other fees and costs you owe to Sheenomo as long as the Services have not been terminated by Sheenomo or you. You may not sub-license or charge others to use or access the Services without obtaining written permission from Sheenomo.

## 3 - Intellectual Property

You may use the Services only for their intended purpose as outlined above under "Description of Service." Any other use is strictly prohibited.

Unless otherwise specified in this Agreement, Sheenomo and/or its suppliers own all rights, title, and interest (including all intellectual and to the Services, Sites, Platform, and software, technology, text, data, information, graphics, video, audio, documents, files, and web available and in connection with the Services (collectively, "**Sheenomo Software**"). The Services and Sheenomo Software are protected to the extent permitted by copyright laws, patent laws, trademark laws, and international treaty provisions. Any reproduction, modification, or works from or redistribution of the Services or Sheenomo Software is expressly prohibited. The Services and Sheenomo Software, their sequence and organization and source code are considered trade secrets of Sheenomo and/or its suppliers and are protected by trademark law. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services or Software.

"Sheenomo", "Sheenomo Websites", "WEBPRO PRODUCTIONS, LLC", and other related logos, graphics, designs, icons, scripts, and service marks, registered trademarks, or service marks of Sheenomo and/or its suppliers (collectively, "**Trademarks**"), and may not be copied, distributed in any way without prior written consent from Sheenomo. You will notify Sheenomo of any violations of its intellectual property rights of which you become aware of, in writing or by email.

## 4 - Payment Terms

For use of the Services, You agree to pay Sheenomo in advance for all applicable fees incurred by You in connection with your use of the Services. Payments may be made monthly automatically via credit/debit card, or annually via Check or ACH (electronic check). You will notify Sheenomo of any changes to Your credit card or ACH information; otherwise Your access to the Services may be suspended or interrupted. Should your company charge us any fees such as, but not limited to, insufficient funds "NSF" or rejection fees or reversal fees, you will be responsible for such fees. All fees shall be paid in U.S. dollars.

Your failure to pay the applicable fees related to the Services and/or any other amounts due at the time of collection will be a breach of this Agreement. Sheenomo reserves the right to deactivate or cancel your use of the Services due to unpaid fees and such deactivation or cancellation or suspension of use of the Services, the Website, and all images on the Website that originated from use of the Services will be deleted. You shall be responsible for our costs associated with the collection of any unpaid fees, including but not limited to attorneys' fees, court costs, and collection agency fees.

Sheenomo reserves the right to change any fees or billing methods at any time related to the Services. However, such modifications shall be made at least thirty (30) days after Sheenomo posts such modification on the Sheenomo website (<http://Sheenomo.com>).

## 5 - Termination

You may terminate this Agreement by canceling the Services at any time by contacting us. We may terminate this Agreement and cancel your access to the Services at any time upon notice to you. You agree that any applicable fees related to the Services or other amounts due to us as of the date of termination of this Agreement, or that you have a legal obligation to pay us, will be due and payable upon termination of this Agreement. We may also suspend or terminate the Services as outlined in the Payment Terms of this Agreement, or for any other reason, at any time. Upon termination of this Agreement, no full or partial refunds for previous payments will be issued. Sections 3, 5, 6, 7, 11, 17, 18, 19, 20, 21, 22, and 27 of this Agreement will remain in effect upon the termination of this Agreement.

## 6 - Your Content

You, and not Sheenomo, are entirely responsible for all content that you create on, post to, or upload to the Website via the Platform, including text, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively, "**Your Content**"). You, and not Sheenomo, are also responsible for compliance with all laws, regulations and ordinances connected with your substantive use of the Platform and Services (excluding any responsibility for the Platform or any related proprietary material provided by Sheenomo). You shall not use the Platform for any illegal purpose in violation of any local, state, federal or international law. You must provide all required appropriate warnings, information and disclosure, comply with all applicable laws and regulations, and take all other required and appropriate actions (collectively, "**Information and Actions**") in connection with Your substantive use of the Platform and Services. If the Services do not have the necessary facility or features for You to provide such Information and Actions, then You shall not use the Services.

In the event that the Services are terminated by Sheenomo or you, you have a right to copy-and-paste Your Content off the Website and save it to files that you have uploaded to the Website, but Sheenomo cannot and will not provide you with any form of export of your Website content.

## 7 - Third Party Content

For Your convenience, the Platform contains some products, services, content and/or information from third party providers and/or licensors ("Third Party Content"). Such Third Party Content is not under the control of Sheenomo and Sheenomo is not responsible for such content without limitation, any link contained in such content, or any changes or updates to such content. Sheenomo is under no obligation, but has the right to pre-screen Third Party Content available on the Services and does not assume any responsibility or liability for the content provided by Sheenomo is providing such Third Party Content to You only as a convenience, and the inclusion of such content does not imply endorsement by Sheenomo of such content. You may be subject to additional and/or different terms, conditions, and privacy policies when using third party services, content, software, or sites. Sheenomo does reserve the right to remove content that, in its judgment, does not meet its standards and is not responsible for any failure or delay in removing such material.

Sheenomo is not and will not be responsible for (i) the terms and conditions of any transaction between You and any third party, (ii) any problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or other legal liability arising out of or related to the performance of such services. In the event that You have a dispute with any such third party, Sheenomo (and its affiliates, suppliers, agents and employees) from any and all claims, demands and damages (actual and consequential in nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such

## 8 - Prohibited Actions on Website

Sheenomo does not control Your Content posted via the Services and as such, does not guarantee the accuracy, integrity or quality of Your Content. Sheenomo reserves the right, but is not obligated, to review Your Content posted via the Services and may remove any such materials with or without notice, at any time.

Sheenomo also reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part, from the Website at Sheenomo's discretion.

You agree that (i) Sheenomo is not responsible and assumes no liability for any content stored, transmitted or displayed by you or any other user, including any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, vulgarity or profanity you may encounter through the Website; (ii) all content that is uploaded, downloaded, stored, published, transmitted, reproduced, displayed or distributed on the Website is the responsibility of the person who uploaded, downloaded, stored, published, transmitted, reproduced, displayed or distributed it; (iii) downloading or uploading content to the Website is done at your own risk (and Sheenomo makes no warranties regarding the security of your content, which may be deleted, modified, or damaged, and you are solely responsible for any loss or damage to your files or to your computer that may result from your use of the Website); (iv) by providing access to content on the Website, Sheenomo is not providing you with permission to copy, distribute material for which you do not own the copyright (and you may not copy, display or distribute such material without the written permission of the copyright owner, and you are solely responsible for any copyright violations that you may incur as a result of your activities on the Website).

With respect to Your Content on the Website, You agree NOT to:

- a) post, upload or otherwise transmit any content which is misleading to others or impersonate any person or entity or falsely misrepresent Your affiliation with a person or entity to others, including, but not limited to, consumers;
- b) post, upload or otherwise transmit any content that is inappropriate, harmful to minors, threatening, abusive, harassing, tortious, obscene, libelous, invasive of another's privacy, hateful, or racially objectionable;
- c) post, upload or otherwise transmit any content that You do not have a right to post and transmit under any law or under any fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d) post, upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of a trademark, trade secret, copyright or other proprietary rights of any party;
- e) post, upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment and/or the accounts of others, or attempt to penetrate security measures of Sheenomo, its vendors or suppliers or other entities' systems whether or not the intrusion results in corruption or loss of data;
- f) post, upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on Sheenomo's servers that exceed the limits provided by the Services for which You registered;
- g) post, upload or transmit any unsolicited or unauthorized advertising, promotional materials that are considered by law to be "spam" or "pyramid schemes";
- h) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, regulations of networks connected to the Services;

- i) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including with the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- j) forge any headers or other manipulation of identifiers in order to disguise the origin of any content transmitted through the Services;
- k) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or promote any act of cruelty to animals; or
- l) sell, distribute, disseminate or link to any sites for marketing, sales, distribution of: firearms, explosives, ammunition, liquor and any other products or services that (i) You cannot legally sell, (ii) are misrepresented, and/or (iii) if sold via the Website Sheenomo to violate any law, statute or regulation.

## 9 - Acceptable Use of Services

Sheenomo depends upon its own and third party, including registry administrators, computer systems to provide the Services. Occasional computer systems are subjected to exceptional volumes of incoming data, service requests, processes, and electronic mail messages, significant degradation of system processing and response time. Regardless of the reason, in those instances when there is system performance degradation, Sheenomo reserves the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating to the identified sources of the high volume traffic. Sheenomo will attempt to selectively restore service after system performance returns provided that such restoration does not result in an adverse impact on the system. Sheenomo further reserves the right to permanently block repeated sources of high volumes of electronic traffic. In general You are authorized to use the Services up to the following limits: Disk I/O: Monthly Bandwidth: 100 GB.

## 10 - Communications

By using the Services, you consent to receiving electronic communications from us. These electronic communications may include notices, fees and charges and other information concerning or related to the Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communication requires your continued consent is required to use the Services. To withdraw your consent, you will need to cancel your use of the Services.

## 11 - Privacy

Through the use of the Services, you may receive information or insight relating to us or to the Services that is not known to the general public ("**Confidential Information**"). You agree that all Confidential Information is the exclusive property of Sheenomo and that you will not disclose Confidential Information to any individual, company, or other third party.

Upon signing up for the Services, if you provide us with your ACH information, credit/debit card information, and other information about your Organization (collectively, "**Organization Information**"), the ACH and/or credit/debit card information is stored by our merchant account processor and Organization Information is stored by us. You agree that we may access and use any and all of this information to process applicable fees for the Services and other amounts due to us by you as outlined in the Payment Terms of this Agreement, as well as to contact you as outlined in our Privacy Policy.

## 12 - Security

You are responsible for maintaining the secrecy, security, and confidentiality of your account and password information. You shall be responsible for the consequences of the use or misuse of such account and password. You will notify Sheenomo of any breach in security or unauthorized access that you become aware of within 24 hours of your awareness of such activities.

## 13 - Right to Refuse Services

Sheenomo reserves the right to refuse to provide the Service or any service to any party for any reason.

## 14 - Modification of Services

Sheenomo reserves the right, at its sole discretion, to, at any time, modify, or discontinue any Services, temporarily or permanently, including the imposition of limits on certain features or restriction of access to parts or all of the Services, with or without notice. As long as Your account and Services will be automatically updated with general updates. Sheenomo reserves the right to charge additional fees for optional services that are not included with Your original Subscription.

## 15 - Our Use of the Services on Your Behalf

We may from time to time access the Services on your behalf using our master accounts, and at your request, perform operations with your behalf. Examples include, but are not limited to, assisting you in resolving an issue or correcting an error.

## 16 - Customer Support

Customer support is limited to issues related directly to the delivery of the Services. Customer support does not design or make changes for You except through the purchase of our Custom Design services or Quick Flip services. Customer support is not provided for third products, software or services. Customer support is available 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, via phone or email.

## 17 - Disclaimer of Warranties

THE SITES, THE PLATFORM, THE SHEENOMO SOFTWARE, AND THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", "WITH ALL FAULT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Sheenomo DOES NOT WARRANT THAT THE PLATFORM, THE SHEENOMO SOFTWARE, OR THE SERVICES WILL MEET YOUR REQUIREMENTS; WILL ALWAYS BE AVAILABLE, ACCESSIBLE UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR; THAT DEFECTS WILL BE CORRECTED; WILL CONTAIN ANY PARTICULAR FUNCTIONALITY; OR THAT THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SHEENOMO IS RESPONSIBLE FOR ANY CONTENT OR MATERIAL LOST ON THE WEBSITE DUE TO NATURAL OR UNNATURAL CAUSES, INCLUDING BUT NOT LIMITED TO SERVER CORRUPTION OR MALFUNCTION, SERVER DESTRUCTION BY NATURAL OR UNNATURAL CAUSES, OR ANY OTHER REASON UPON WHICH ANY SERVICES AND/OR PRODUCTS PROVIDED BY Sheenomo ARE INTERRUPTED OR ENDED. Sheenomo DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHEENOMO IS NOT RESPONSIBLE FOR THE CONTENT OF ANY SITES THAT MAY BE LINKED TO THE WEBSITE. THE LINKED SITES ARE FOR YOUR CONVENIENCE. YOU ACCESS THEM AT YOUR OWN RISK. UPON THE CANCELLATION OR TERMINATION OF ANY OR ALL SERVICES OR PRODUCTS PROVIDED BY Sheenomo, Sheenomo WILL MAINTAIN OWNERSHIP OF ALL CONTENT AND INFORMATION CONTAINED WITHIN THE DATABASE THAT SUPPORTS THE WEBSITE. YOU DO NOT HAVE THE RIGHT TO AND SHEENOMO WILL NOT PROVIDE YOU AN EXPORT OR DOWNLOAD IN ANY FORMAT OR MEDIUM OF ITS CONTENTS RELATED TO THE SERVICES.

## 18 - Limitation of Liability

Sheenomo AND OUR EMPLOYEES, OWNERS, SUPPLIERS, AGENTS, AFFILIATES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO OUR SITES, THE SHEENOMO SOFTWARE, THE PLATFORM, THE SERVICES (INCLUDING THE INABILITY TO USE THE SERVICES), THE WEBSITE, OR ANY APPLICATION USING OUR SERVICES, OR ANY SERVICES OR GOODS PURCHASED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE. SHEENOMO WILL AGGREGATE LIABILITY OF US OR OUR EMPLOYEES, OWNERS, SUPPLIERS, AGENTS, AFFILIATES, AND REPRESENTATIVES AS TO ANY CLAIM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF SERVICE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE MONTH OF THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. IN NO EVENT WILL WE BE LIABLE FOR ANY FAILURE OR DELAY BY US (OR OUR EMPLOYEES, OWNERS, SUPPLIERS, AGENTS, AFFILIATES, AND REPRESENTATIVES) IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION OUTSIDE OUR CONTROL. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY DISPUTE OR CLAIM AGAINST SHEENOMO IS TO CANCEL YOUR SUBSCRIPTION TO THE SERVICES. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. SHEENOMO IS NOT RESPONSIBLE FOR ANY IMAGES, DOCUMENTS, CONTENT, OR OTHER INFORMATION OR FILES THAT ARE PUBLISHED TO THE WEBSITE. ALL IMAGES, DOCUMENTS, CONTENT, AND OTHER INFORMATION OR FILES POSTED TO THE WEBSITE MUST BE "APPROPRIATE" AS DETERMINED BY SHEENOMO. SHEENOMO RESERVES THE RIGHT TO REMOVE ALL "INAPPROPRIATE" CONTENT AND/OR MATERIAL FROM THE WEBSITE AS DETERMINED BY SHEENOMO INCLUDING BUT NOT LIMITED TO INAPPROPRIATE PICTURES, DOCUMENTS, TEXT, OR OTHER FILES.

## 19 - Indemnification

You agree to indemnify and hold harmless Sheenomo and its employees, owners, suppliers, agents, and representatives (collectively, the "Parties") from any and all claims and demands, losses, costs, damages, judgments, tax assessments, interest, and expenses (including reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (i) Your breach of this Agreement; (ii) your wrc

use of the Services; (iii) any information submitted, posted, or otherwise provided by You on Your Website or to Sheenomo; (iv) any dispute between an Indemnified Party and a third party caused by your actions; or (v) your negligence or violation or alleged violations of any of these obligations. These obligations will survive any termination of this Agreement or the Services. To the fullest extent permitted by law, the foregoing irrevocable and non-assignable obligations will survive regardless of any fault, negligence, or breach of warranty or contract of Sheenomo or its employees, owners, suppliers, agents, and representatives.

## **20 - Governing Law**

This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. For any nonarbitral dispute, the parties submit to the exclusive jurisdiction and venue of Brazos County, Texas. If any term or provision of this Agreement should be found unenforceable, then the remaining provisions shall remain in full force and effect and shall be binding upon the party to be charged.

## **21 - Force Majeure**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described herein extends for a period in excess of thirty (30) days in the aggregate, Sheenomo may immediately terminate this Agreement and shall have no further obligations thereunder.

## **22 - No Waiver**

Our failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall our exercise of any right, power or privilege preclude any other or further exercise thereof.

## **23 - No Agency**

You agree that nothing in this Agreement is intended to or creates any type of joint venture, agency, partnership, employee-employer, escrow, or any fiduciary relationship between you or us.

## **24 - Severability**

If any provision of this Agreement is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same effect as the original provision; the remainder of this Agreement will remain in full force and effect.

## **25 - Modification of Agreement**

You agree that Sheenomo may modify this Agreement, as well as any additional rules or policies that are or may be published by Sheenomo to comply with agreements with third parties now or in the future or for any other reason. Your sole and exclusive remedy if You do not agree with a modification of this Agreement shall be to stop using the Services. If you continue to use the Services, you are bound by any modification of this Agreement.

## **26 - Entire Agreement**

This Agreement contains the entire policy between you and Sheenomo with respect to the use of the Services outlined in this Agreement, and supersedes all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to this matter.

## **27 - Contact and Notification Information**

Please direct all correspondence and notices related to this Agreement to the following address.

WEBPRO PRODUCTIONS, LLC  
Attn: Sheenomo  
P.O. Box 9901

College Station, Texas 77842  
Phone: 877-932-5335  
E-mail: support@Sheenomo.com

**Agreement Last Modified:** May 16, 2018

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# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF APPROVING  
A SOLE SOURCE AGREEMENT  
WITH EDWARD J. RICE COMPANY  
FOR CANVASSING SERVICES**

**WHEREAS**, the Franklin County Clerk desires to have an outside company conduct the canvassing process for Franklin County; and

**WHEREAS**, Edward J. Rice Company is the only entity which provides all of the services required to conduct canvassing in a precise and professions manner; and

**WHEREAS**, the Franklin County Commission desires to accept the proposal submitted by Edward J. Rice Company, attached hereto, as they are the only provider of a MCVR compatible National Change of Address automated file upload; and

**WHEREAS**, it is, therefore, necessary to publish the Commission's intent to do so; and

**WHEREAS**, in accordance with the provisions of Section 50.783 RSMo Franklin County published notice in the Washington Missourian on July 27, 2019; and

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the agreement from Axon Enterprises, Inc. is 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 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 a copy of this Order be provided to Edward J. Rice; Tim Baker, County Clerk; and Ann Struttmann, Purchasing Agent.

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

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

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

# FRANKLIN COUNTY

COUNTY CLERK



400 EAST LOCUST STREET  
ROOM 201  
UNION, MISSOURI 63084  
CLERK: (636) 583-6355  
VOTER REGISTRATION: (636) 583-6364  
FAX: (636) 583-7320  
[www.franklinmo.org](http://www.franklinmo.org)

TIM BAKER  
County Clerk  
[tbaker@franklinmo.net](mailto:tbaker@franklinmo.net)

July 23, 2019

Re: Sole Source Provider – NVRA Canvas

JEANNINE STEVENS  
Chief Deputy  
[jstevens@franklinmo.net](mailto:jstevens@franklinmo.net)

To Whom It May Concern:

JANE LUECHTEFELD  
Director of Elections  
[jluechtefeld@franklinmo.net](mailto:jluechtefeld@franklinmo.net)

In order to be compliant with the National Voter Registration Act (NVRA), the county clerk is looking to have an outside company conduct the canvassing process for Franklin County. In looking over all of the specifications required we feel that the Edward J. Rice Company is the only company that can provide **all** of the services required to get our canvassing done in a precise and professional manner.

As per their letter (which is attached), their system not only provides complete end-to-end services, it is compatible with the State's MCVR database, plus it complies with NVRA, Missouri state statutes, and the U.S. Postal Service requirements.

Therefore, we would like for Edward J. Rice Company to be recognized as a sole source provider for our canvassing needs.

Sincerely,

Timothy A. Baker  
Franklin County Clerk and  
Election Authority



**RICE**  
EJ RICE COMPANY

PO Box 1398  
Springfield, MO 65801  
Phone: (417) 869-3312  
Toll Free: (800) 728-9711  
customerservice@ejrice.com

June 28, 2019

re: Sole Source NVRA Canvass Provider

**Tim Baker**  
Franklin County Clerk's Office  
400 E Locust St, Suite 201  
Union, MO 63084

Dear Mr Baker,

The Edward J. Rice Company began development of its Canvassing & Voter Registry Maintenance system (CVRM) for election authorities in 2002, and has continuously improved the system throughout eight NVRA Canvass cycles with input from users. Our system provides complete end-to-end services that help Election Authorities manage their voter registries and improve the quality of their canvassing work. Our focus is on accuracy, communication, and reduction of overall system costs. CVRM saves many hours of staff time by providing expertise and production capacity for work that can be done more efficiently *outside* of your office. Also included is systems analysis and process improvement for work done *in* your office. Voters receive professionally designed documents that improve communication and minimize phone calls and questions, and your office is regularly updated on the progress of the work. The CVRM system is compatible with MCVR, and complies with the National Voter Registration Act (NVRA), with Missouri Statutes, and with U.S. Postal Service requirements including all nonprofit mailing regulations. In addition, by combining Electronic Registration Information Center (ERIC) data with our address cleansing/repair services and our enhanced NCOA services, we have improved the process for finding and sending Confirmation Notices to voters who have moved.

Edward J. Rice Company is the sole source provider for the CVRM system which includes:

1. Voter ID Card design – Professional appearance, saves time by answering common questions
2. Residence Confirmation Notice Letter design – maximizes voter responses
3. Data Management: MCVR compatible National Change Of Address (NCOA) automated file upload saves many staff hours and improves accuracy. Data validation processes uncover possible data entry errors by election staff prior to mailing.
4. Address Management: Comprehensive pre-mailing and post-mailing address cleansing and repair services compliment ERIC data, and electronic reporting improves management of returned mail.
5. Grant monies management.
6. Mail Tracing enables EA's to track both outgoing and incoming mail.
7. Public Service Announcements & Public Relations message development
8. Internal process review and analysis of services, including assistance with nonprofit status, return postage accounting, Business & Courtesy Reply Mail design, and permit cost analysis.
9. Additional consulting services as needed.

Please contact Edward J. Rice Company's professional service group for more information.

Sincerely,

Chris Rice



# FRANKLIN COUNTY

## 2019-2020 Canvass Budget Estimate

Estimate by: RB  
Prepared on:  
08/07/19

ADDRESS MANAGEMENT SERVICES	QTY	PRICE EACH	AMOUNT
Active Voter Addresses to Be Cleaned/Repaired & Move Updated	64,398	0.00566	364.49
File Setup for ERIC & National Change of Address (NCOA) Processing	1	55.00	55.00
Address Resolution Service (ARS) Estimated % of Addresses to Repair	0.94%		
ARS Quantity to Process	606	0.11881	72.00
ARS File Setup	1	180.00	180.00
Enhanced ARS (EARS) Estimated % of Addresses to Repair	30.00%		
EARS Quantity to Process	181	0.39	70.59
EARS File Setup	1	180.00	180.00

**ADDRESS MANAGEMENT SERVICES TOTAL: \$ 922.08**

CONFIRMATION NOTICES	QTY	PRICE EACH	AMOUNT
Estimated % of Active Voters with Changes of Address	5.42%		
Expected # of Confirmation Notices to be Sent to Voters Who Have Moved	3,490		
Confirmation Notice Letters	3,490	0.08	279.20
Typesetting & Design	1	24.00	24.00
Mailing File Setup	1	25.00	25.00
Proofing/Quality Checking, Imaging & Mail Processing	3,490	0.24	837.60
#10 Outgoing Envelopes	3,490	0.06217	216.97
Postage Out - First Class Letter Rate	3,490	0.408	1,423.92
#9 Reply Envelopes with Business Reply Permit (BRM)	3,490	0.06185	215.86
Estimated Confirmation Notices Sent that Remain Active (50%)	1,745		

**CONFIRMATION NOTICE TOTAL: \$ 3,022.55**

VOTER ID CARDS - CANVASS MAILING - 5.5" x 8.5"	QTY	PRICE EACH	AMOUNT
Voter ID Cards - Active Voters - After Inactivating Non-Respondants	62,653	0.05	3,132.65
Typesetting & Design	1	24.00	24.00
Mailing File Setup	1	25.00	25.00
Proofing/Quality Checking, Imaging & Mail Processing	62,653	0.05427	3,400.18
Postage OUT - NON-PROFIT Postage Rate	62,653	0.138	8,646.11
USPS - Freight / Priority Drop Shipments	62,653	0.01	626.53

**VOTER ID CARDS - CANVASS MAILING - 5.5" x 8.5" TOTAL: \$ 15,854.47**

VOTER ID CARDS - OFFICE USE - 5.5" x 8.5"	QTY	PRICE EACH	AMOUNT
Voter ID Cards (2,000/Carton) - Estimated Quantity for 2 Year Canvass Cycle	18,000	0.06	1,080.00
Typesetting & Design	1	35.00	35.00
Imprinting County Information on Voter ID Cards	18,000	0.0222	399.60
Shipping to E.A.'s Office (# of Cartons)	9	15.00	135.00

**VOTER ID CARDS - OFFICE USE - 5.5" x 8.5" TOTAL: \$ 1,649.60**

**CONSULTING & SOFTWARE DEVELOPMENT: \$ -**

NOTE: Quantities and postage costs are based on previous canvass history and are estimates only.

IMPORTANT: Prices are based on quantity, and will increase if actual quantity is significantly lower than projected.

**TOTAL EJ RICE SERVICES: \$ 21,448.70**

By signing this estimate you agree to purchase all products and services outlined above. If any modifications need to be made, please request a revised Budget Estimate.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

ESTIMATED IN-HOUSE COSTS FOR BUDGET PURPOSES	QTY	PRICE	AMOUNT
Labor			\$ -
Estimated Voter ID Card Returns Undeliverable As Addressed (UAA) @ 6%			\$ -
Estimated Postage Due for Voter ID Card UAA Returns			\$ -
Estimated Postage for Voter ID Cards Mailed First Class from Clerk's Office			\$ -
<b>TOTAL ESTIMATED IN-HOUSE COSTS</b>			\$ -

# PUBLIC NOTICE

Notice is hereby given that it is the intent of the Franklin County Commission to award to Edward J. Rice Company, 2305 E Olive Ct. #B, PO Box 1398, Springfield, MO 65801 the contract as a NVRA Canvass Provider line utilized by the County Clerk for elections. RJ Rice Company is the only provider of a MCVR compatible National Change of Address (NCOA) automated file upload. In addition to the file upload EJ Rice Company will provide Voter ID Cards, Residence Confirmation Notice Letters, Address management, and mail tracing. The contract is being awarded as a single source purchase pursuant to Section 50.783.2 RSMo. The contract pursuant to the quote of EJ Rice Company is to be awarded on the 12<sup>th</sup> day of August, 2019 at the regular meeting of the Franklin County Commission. Any other prospective bidder or offeror of such product must contact the Franklin County Purchasing Department prior to 10:00 am on August 12<sup>th</sup> by phone to Ann Struttmann or Shakara Bray 636-584-6274.



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreements

**IN THE MATTER OF APPROVING THE PROPOSAL  
SUBMITTED BY A&W COMMUNICATIONS FOR A  
TAIT SIMULCAST NETWORK AND EQUIPMENT  
AT THE FRANKLIN COUNTY DETENTION CENTER**

**WHEREAS**, A&W Communications has been approved by the State of Missouri as an approved vendor for 2019 which allows other political entities to purchase services without having to engage in competitive bidding; and

**WHEREAS**, the Franklin County Emergency Management Agency desires to accept the proposal submitted by A&W Communications for the equipment and services for six simulcast sites, supporting six channels each for the total of \$1,251,184.34 as reflected in the State Contract No. CT170166001 attached hereto; and

**WHEREAS**, Franklin County and A&W Communications have agreed that Franklin County shall remit thirty-percent (30%) of the total amount of \$1,251,184.34 upon receipt of equipment in 2019 and the remaining amount is due to A&W Communications upon completion in 2020.

**IT IS THEREFORE ORDERED**, that the proposal submitted by A&W Communications is hereby accepted for the various equipment to update the radio tower and various communication locations.

**IT IS FURTHER ORDERED**, that the terms of payment to A&W Communications of thirty-percent (30%) of the total amount of \$1,251,184.34 should be paid upon receipt of equipment in 2019 and the remaining amount is due to A&W Communications upon completion in 2020.

**IT IS FURTHER ORDERED that** Abe Cook, EMA Director, 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 executed copies of said contract and a copy of this Order be forwarded to A&W Communications; Abe Cook, EMA; and Ann Struttman, Purchasing Agent.

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

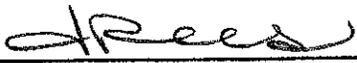
\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

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



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT170166001	CONTRACT TITLE Radios – Mobile and Handheld
AMENDMENT NUMBER 003	CONTRACT PERIOD July 1, 2019 through June 30, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4314761400 0 / MB00089960
CONTRACTOR NAME AND ADDRESS A&W Communications 100 N. Main St. Eolia, MO 63344	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Throughout Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The State of Missouri hereby exercises its option to renew the contract.  In accordance with section 34.046, RSMo, contract CT170166001 between the State of Missouri and A&W Communications is hereby renewed by the State of Missouri. The renewal consists of the attached 3 <sup>rd</sup> Renewal Contract Period documentation received from A&W Communications for RFB 2-160527RW and supplied by MODOT.  All other terms, conditions and provisions of the contract, shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Jennie Rees	BUYER CONTACT INFORMATION Email: <a href="mailto:jennie.rees@oa.mo.gov">jennie.rees@oa.mo.gov</a> Phone: (573) 751-6442 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/1/2019
DIRECTOR OF PURCHASING  Karen S. Boeger	

Radios  
RFB 2-160527RW

**3rd Renewal Contract Period: July 1, 2019 thru June 30, 2020**

<b>A &amp; W Communications, Inc.</b>			
<b>Item #</b>	<b>Description</b>	<b>Manufacturer and Model #</b>	<b>Unit Price</b>
001	100 Watt Mobile Radio	Kenwood TK790HBK-9BHS1	\$1,042.56
002	50 Watt Mobile Radio	Kenwood TK-7180HK	\$464.06
003	Basic UHF Handheld Radio	Kenwood TK-3360LKP	\$341.00
004	Basic VHF Handheld Radio	Kenwood TK-2360LKP	\$332.33
005	Advanced UHF Handheld Radio	Kenwood TK-3180K-LKP	\$600.94
006	Advanced VHF Handheld Radio	Kenwod TK2180K-LKP	\$555.96

**Vendor Info:**

**A & W Communications, Inc.**

100 N Main Street

PO Box 66

Eolla, MO 63344

573-485-3500 - phone

573-485-2350 - fax

**Tom White / Mary Cannon**

[twhite@aw-comm.com](mailto:twhite@aw-comm.com)

[mcannon@aw-comm.com](mailto:mcannon@aw-comm.com)

**Discount Info:**

32% off Kenwood's current catalog list price on analog radios and accessories

22% off current catalog list price on Kenwood branded P25 radios and accessories

10% off Kenwood's current list price on repair parts

20% off list price on all other A&W Communications, Inc.'s catalog items

# **Proposal for Franklin County Six Channel, Six Site Simulcast Network**

Submitted by A&W Communications, Inc.

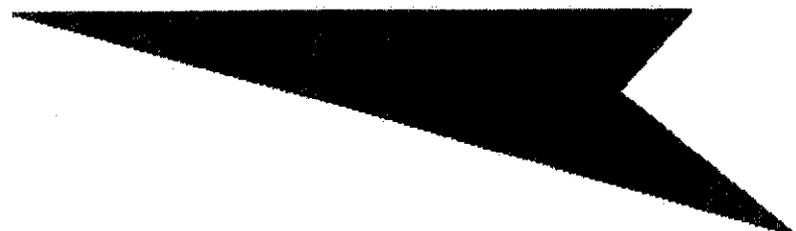
100 N. Main St

Eolia, MO

6-14-19



**A & W COMMUNICATIONS, INC.**



# A & W COMMUNICATIONS, INC.

P.O. BOX 66 - 100 NORTH MAIN • EOLIA, MO 63344 • (800) 530-5763

1918 SOUTHRIDGE DRIVE • JEFFERSON CITY, MO 65109 • (800) 476-3815

June 14, 2019

Franklin County Purchasing

A&W Communications, Inc. is pleased to submit the attached quote for Franklin County's Tait simulcast network. This quote includes equipment for six simulcast sites supporting six channels each, connected by means of a microwave ring. The six radios selected for each site will be Tait TB 9400 radios supporting both analog and P25 modes. The six simulcast channels will be Dispatch, Fire/EMS, Main, Ops 1, Ops 2, Sheriff Primary, and Sheriff Secondary. The system will incorporate a central voter for selecting the highest quality received signal along with a secondary voter, should the primary fail or otherwise become isolated. Each simulcast site will utilize a LaMarche 48 volt power system to provide uninterrupted power for all equipment involved in the simulcast network, should commercial power fail, until a backup generator can be started. By using an EMR transmit combiner and receive multicoupler at each simulcast site, there will be a requirement for only one transmit and one receive antenna per site in order to minimize wind loading. Site backhaul will be carried out with Cambium PTP-670 microwave links forming a ring which will ensure sustained connectivity, should one link fail.

Units in the field will enjoy increased coverage while day to day operations remain the same. Agencies desiring to migrate to P25 equipment will be free to do so at any time. Telecommunicators will notice significantly decreased screen clutter and will not need to select a particular site in order to communicate with field units, rendering their day to day operations much easier.

A&W Communications, Inc. will be available 24 hours, seven days, a week 365 days a year for service.

Please contact us with any questions that you may have regarding our quote.

Sincerely,

Thomas D. White, Pres.  
A & W Communications, Inc.  
100 N Main Street  
Eolia, Mo 63344

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8536  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00		SIMULCAST SYSTEM AND MICROWAVE SYSTEMS TOTAL FOR NEW HAVEN TRANSMIT AND CENTRAL VOTER	196,673.45	196,673.45
1.00		TOTAL FOR PEA RIDGE AND CENTRAL VOTER	202,270.94	202,270.94
1.00		TOTAL FOR HWY C & ZZ SATELLITE RX AND TX SITE	173,386.09	173,386.09
1.00		TOTAL FOR GRAY SUMMIT SATELLITE RX AND TX SITE	174,650.49	174,650.49
1.00		TOTAL FOR TOWER ROAD SATELLITE RX AND TX SITE	174,263.61	174,263.61
1.00		TOTAL FOR BRUNS SITE	140,352.99	140,352.99
1.00		TOTAL FOR HOSPITAL SITE	167,024.37	167,024.37
1.00		TOTAL SPARES	22,562.40	22,562.40

*Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!*

Subtotal	1,251,184.34
Sales Tax	
Freight	
<b>TOTAL</b>	<b>1,251,184.34</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8546  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
		PEA RIDGE TRANSMIT AND CENTRAL VOTER *****			
		PRICES PER STATE CONTRACT CT170166001			
1.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00		686.40	686.40
450.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48		6.78	3,051.00
430.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48		6.78	2,915.40
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55		28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05		33.64	134.56
8.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50		27.60	220.80
1.00	ANT-SINSV227-SF2SNM	148-174 MHZ 7DBD CORNER REFLECTOR DIRECTIVE ANTENNA--LIST PRICE=\$1790.00		1,432.00	1,432.00
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00		12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00		6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:			
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS--LIST PRICE=\$1410.00		1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS--LIST PRICE=\$683.00		546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT-LIST PRICE=\$41.00		32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT-LIST PRICE=\$41.00		32.80	131.20

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8546  
 Quote Date: Jun 14, 2019  
 Page: 2

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
1.00	LAM-LT12	LT12-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00		1,088.00	1,088.00
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00		200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00		269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00		43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00		490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00		624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80		223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00		1,108.80	4,435.20
9.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95		31.96	287.64
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)--LIST PRICE =\$3230.00		2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00		4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE =\$1213.00		970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00		4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00		2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00		918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00		3,893.60	23,361.60
6.00	TAIT-TBAS060	SFE DIGITAL FIXED STATION INTERFACE-- LIST PRICE		432.80	2,596.80

*Please add 4% convenience fee to  
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 Thank You!*

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8546  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		=\$541.00		
6.00	TAIT-TBAS061	SFE CENTRAL VOTER--LIST PRICE=\$4993.00	3,994.40	23,966.40
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00
1.00	PP-ISPLDO12OUS15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPPS & 10MHZ-- LIST PRICE =\$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE =\$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE =\$10.90	8.72	52.32
1.00		MICROWAVE FOR PEA RIDGE, ONE TO HWY C & ZZ AND ONE TO GRAY SUMMIT		
10.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	208.00
2.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00	200.00	400.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8546  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
2.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00		2,236.00	4,472.00
2.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST PRICE=\$224.00		179.20	358.40
2.00	CAM-RDH4500A	CAM 3' HP Antenna DISH, 4.4-5.0, Dual Pol.--LIST PRICE=\$2800.00		2,240.00	4,480.00
2.00	CAM-WB3665HH	CAM PTP-SYNC, Complete Packed Unit--LIST PRICE=\$350.		280.00	560.00
1.00	CAM-WB3961A	CAM PTP-SYNC TRIMBLE ADAPTER CABLE---LIST PRICE = \$99.00		79.20	79.20
1.00	CAM-WB4141HH	CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST PRICE=\$695.00		556.00	556.00
800.00	WIR-ESSEX-CAT5	SUPERIOR ESSEX CAT 5 5EBDWG-4P24-R-ESS COPPER CLAD CAT 5--LIST PRICE= .80		0.64	512.00
2.00	ANT-HS400	48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD Antenna Mounting Area--LIST PRICE=\$298.75		239.00	478.00
2.00	ANT-BC-30-10	Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp Set(2)--LIST PRICE=\$75.99		60.79	121.58
8.00	TOW-SSH12	1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2 INCH HELIAX CABLE (PACKAGE OF 10)--LIST PRICE=\$30.94		24.75	198.00
8.00	TOW-SSHA-38	1/2 INCH SNAPSTAK GROMMET, .31" DIA CABLE--LIST PRICE=\$9.50		7.60	60.80
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL THE ABOVE ITEMS		26,101.00	26,101.00

Please add 4% convenience fee to quotes paid using a credit card.  
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Subtotal	202,270.94
Sales Tax	
Freight	
<b>TOTAL</b>	<b>202,270.94</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8547  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep
FRANCO911	7/14/19	Net 30 Days	WHITTH

Quantity	Item	Description	Unit Price	Amount
		NEW HAVEN TRANSMIT AND CENTRAL VOTER *****		
		PRICES PER STATE CONTRACT CT170166001		
2.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00	686.40	1,372.80
245.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM---LIST PRICE=\$8.48	6.78	1,661.10
225.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM---LIST PRICE=\$8.48	6.78	1,525.50
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55	28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05	33.64	134.56
6.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50	27.60	165.60
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W---LIST PRICE=\$15425.00	12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00	6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:		
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS---LIST PRICE=\$1410.00	1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS---LIST PRICE=\$683.00	546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT-LIST PRICE=\$41.00	32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	131.20
1.00	LAM-LT12	LT12-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00	1,088.00	1,088.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8547  
 Quote Date: Jun 14, 2019  
 Page: 2

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00		200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00		269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00		43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00		490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00		624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80		223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00		1,108.80	4,435.20
5.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95		31.96	159.80
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)--LIST PRICE =\$3230.00		2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00		4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE =\$1213.00		970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00		4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00		2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00		918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00		3,893.60	23,361.60
6.00	TAIT-TBAS060	SFE DIGITAL FIXED STATION INTERFACE-- LIST PRICE =\$541.00		432.80	2,596.80
6.00	TAIT-TBAS061	SFE CENTRAL VOTER--LIST PRICE=\$4993.00		3,994.40	23,966.40

Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8547  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00
1.00	PP-ISPLDO12OUS15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPSS & 10MHZ--- LIST PRICE = \$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE = \$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE = \$10.90	8.72	52.32
1.00		MICROWAVE FOR NEW HAVEN, ONE TO TOWER ROAD AND ONE TO HWY C AND ZZ		
10.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	208.00
2.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,-LIST PRICE=\$250.00	200.00	400.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00
2.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00	2,236.00	4,472.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8547  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
2.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST PRICE=\$224.00		179.20	358.40
2.00	CAM-RDH4499A	CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST PRICE=\$1800.00		1,440.00	2,880.00
2.00	CAM-WB3665HH	CAM PTP-SYNC, Complete Packed Unit-LIST PRICE=\$350.00		280.00	560.00
1.00	CAM-WB3961A	CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE =\$99.		79.20	79.20
1.00	CAM-WB4141HH	CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST PRICE=\$695.00		556.00	556.00
500.00	WIR-ESSEX-CAT5	SUPERIOR ESSEX CAT 5 5EBDWG-4P24-R-ESS COPPER CLAD CAT 5--LIST PRICE= .80		0.64	320.00
2.00	ANT-HS400	48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD Antenna Mounting Area-LIST PRICE=\$298.75		239.00	478.00
2.00	ANT-BC-30-10	Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp Set(2) LIST PRICE=\$75.99		60.79	121.58
5.00	TOW-SSH12	1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2 INCH HELIAX CABLE (PACKAGE OF 10) LIST PRICE= \$30.94		24.75	123.75
5.00	TOW-SSHA-38	1/2 INCH SNAPSTAK GROMMET, .31" DIA CABLE- LIST PRICE=\$9.50		7.60	38.00
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL THE ABOVE ITEMS		26,101.00	26,101.00

*Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!*

Subtotal	196,673.45
Sales Tax	
Freight	
<b>TOTAL</b>	<b>196,673.45</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8543  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		TOWER ROAD SATELLITE RX AND TX SITE *****		
		PRICES PER STATE CONTRACT CT170166001		
2.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00	686.40	1,372.80
270.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,830.60
250.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,695.00
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55	28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05	33.64	134.56
6.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50	27.60	165.60
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00	12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00	6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:		
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS--LIST PRICE=\$1410.00	1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS--LIST PRICE=\$683.00	546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT-LIST PRICE=\$41.00	32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	131.20
1.00	LAM-LTI2	LTI2-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00	1,088.00	1,088.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

**A & W COMMUNICATIONS, INC.**

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

**QUOTATION**

Quote Number: 8543  
 Quote Date: Jun 14, 2019  
 Page: 2

Quoted To:

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00	200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00	269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00	43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00	490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00	624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80	223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00	1,108.80	4,435.20
6.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95	31.96	191.76
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)---LIST PRICE =\$3230.00	2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00	4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE = \$1213.00	970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00	4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00	2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00	918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00	3,893.60	23,361.60
6.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.00	630.40	3,782.40
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00

Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8543  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	PP-ISPLDO120US15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPPS & 10MHZ-- LIST PRICE = \$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE = \$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE = \$10.90	8.72	52.32
1.00		MICROWAVE FOR TOWER ROAD, ONE TO BRUNS AND ONT TO NEW HAVEN		
10.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	208.00
2.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00	200.00	400.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00
2.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00	2,236.00	4,472.00
2.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST	179.20	358.40

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8543  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
2.00	CAM-RDH4499A	PRICE=\$224.00 CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST	1,440.00	2,880.00
2.00	CAM-WB3665HH	PRICE=\$1800.00 CAM PTP-SYNC, Complete Packed Unit--LIST	280.00	560.00
1.00	CAM-WB3961A	PRICE=\$350.00 CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST	79.20	79.20
1.00	CAM-WB4141HH	PRICE=\$99.00 CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST	556.00	556.00
500.00	WIR-ESSEX-CAT5	PRICE=\$695.00 SUPERIOR ESSEX CAT 5 5BDWG-4P24-R-ESS COPPER CLAD CAT 5--LIST PRICE= .80	0.64	320.00
2.00	ANT-HS400	48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD Antenna Mounting Area--LIST PRICE =\$298.75	239.00	478.00
2.00	ANT-BC-30-10	Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp Set(2)--LIST PRICE=\$75.99	60.79	121.58
5.00	TOW-SSH12	1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2 INCH HELIAX CABLE (PACKAGE OF 10)--LIST PRICE =\$30.94	24.75	123.75
5.00	TOW-SSHA-38	1/2 INCH SNAPSTAK GROMMET ,.31" DIA CABLE--LIST PRICE=\$9.50	7.60	38.00
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL THE ABOVE ITEMS	26,101.00	26,101.00

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 quotes paid using a credit card.  
 Thank You!*

Subtotal	174,263.61
Sales Tax	
Freight	
<b>TOTAL</b>	<b>174,263.61</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8544  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		GRAY SUMMIT SATELLITE RX AND TX SITE *****		
		PRICES PER STATE CONTRACT CT170166001		
2.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00	686.40	1,372.80
200.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,356.00
180.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,220.40
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55	28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05	33.64	134.56
6.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50	27.60	165.60
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00	12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00	6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:		
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS---LIST PRICE=\$1410.00	1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS---LIST PRICE=\$683.00	546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT-LIST PRICE=\$41.00	32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	131.20
1.00	LAM-LTI2	LT12-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00	1,088.00	1,088.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8544  
 Quote Date: Jun 14, 2019  
 Page: 2

Quoted To:	400 EAST LOCUST UNION, MO 63084
FRANKLIN CO E911 400 EAST LOCUST UNION, MO 63084	

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00	200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00	269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00	43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00	490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00	624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80	223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00	1,108.80	4,435.20
4.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95	31.96	127.84
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)--LIST PRICE =\$3230.00	2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00	4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE =\$1213.00	970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00	4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00	2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00	918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00	3,893.60	23,361.60
6.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.00	630.40	3,782.40
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00

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 quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

**A & W COMMUNICATIONS, INC.**

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8544  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**

**400 EAST LOCUST  
 UNION, MO 63084**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	PP-ISPLDO120US15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPPS & 10MHZ-- LIST PRICE = \$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE = \$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE = \$10.90	8.72	52.32
1.00		MICROWAVE FOR GRAY SUMMIT, ONE TO BRUNS AND ONE TO PEA RIDGE		
10.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	208.00
2.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00	200.00	400.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00
2.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00	2,236.00	4,472.00
2.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST	179.20	358.40

*Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!*

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8544  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**

400 EAST LOCUST  
 UNION, MO 63084

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
2.00	CAM-RDH4499A	PRICE=\$224.00 CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST	1,440.00	2,880.00
2.00	CAM-WB3665HH	PRICE=\$1800.00 CAM PTP-SYNC, Complete Packed Unit--LIST	280.00	560.00
1.00	CAM-WB3961A	PRICE=\$350.00 CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE	79.20	79.20
1.00	CAM-WB4141HH	=\$99.00 CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE	556.00	556.00
500.00	WIR-ESSEX-CAT5	KIT--LIST PRICE =\$695.00 SUPERIOR ESSEX CAT 5 5EBDWG-4P24-R-ESS COPPER	0.64	320.00
5.00	CAM-WB3665HH	CLAD CAT 5--LIST PRICE= .80 CAM PTP-SYNC, Complete Packed Unit--LIST	280.00	1,400.00
2.00	ANT-HS400	PRICE=\$350.00 48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD	239.00	478.00
2.00	ANT-BC-30-10	Antenna Mounting Area--LIST PRICE=\$298.75 Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp	60.79	121.58
5.00	TOW-SSH12	Set(2)--LIST PRICE=\$75.99 1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2	24.75	123.75
5.00	TOW-SSHA-38	INCH HELIAX CABLE (PACKAGE OF 10)--LIST PRICE=\$30.94	7.60	38.00
1.00	LABOR-ON SITE	1/2 INCH SNAPSTAK GROMMET,.31" DIA CABLE--LIST PRICE = \$9.50 LABOR ON SITE TO INSTALL THE ABOVE ITEMS	26,101.00	26,101.00

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 Thank You!

Subtotal	174,650.49
Sales Tax	
Freight	
<b>TOTAL</b>	<b>174,650.49</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8545  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**

400 EAST LOCUST  
 UNION, MO 63084

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		HWY C & ZZ SATELLITE RX AND TX SITE *****		
		PRICES PER STATE CONTRACT CT170166001		
2.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00	686.40	1,372.80
210.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,423.80
190.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	1,288.20
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55	28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05	33.64	134.56
6.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50	27.60	165.60
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00	12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00	6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:		
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS--LIST PRICE=\$1410.00	1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS--LIST PRICE=\$683.00	546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	131.20
1.00	LAM-LT12	LT12-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00	1,088.00	1,088.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8545  
 Quote Date: Jun 14, 2019  
 Page: 2

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00	200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00	269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00	43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00	490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00	624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80	223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00	1,108.80	4,435.20
4.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95	31.96	127.84
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)--LIST PRICE =\$3230.00	2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00	4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE =\$1213.00	970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00	4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00	2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00	918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00	3,893.60	23,361.60
6.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.00	630.40	3,782.40
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00

Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8545  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**

400 EAST LOCUST  
 UNION, MO 63084

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	PP-ISPLDO120US15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPPS & 10MHZ-- LIST PRICE = \$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE = \$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE = \$10.90	8.72	52.32
1.00		MICROWAVE FOR HWY C & ZZ, ONE TO NEW HAVEN AND ONE TO PEA RIDGE		
10.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	208.00
2.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00	200.00	400.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00
2.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00	2,236.00	4,472.00
2.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST	179.20	358.40

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8545  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
2.00	CAM-RDH4499A	PRICE=\$224.00 CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST		1,440.00	2,880.00
2.00	CAM-WB3665HH	PRICE=\$1800.00 CAM PTP-SYNC, Complete Packed Unit--LIST		280.00	560.00
1.00	CAM-WB3961A	PRICE=\$350.00 CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE		79.20	79.20
1.00	CAM-WB4141HH	= \$99.00 CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE		556.00	556.00
500.00	WIR-ESSEX-CAT5	KIT--LIST PRICE=\$695.00 SUPERIOR ESSEX CAT 5 5BDWG-4P24-R-ESS COPPER		0.64	320.00
2.00	ANT-HS400	CLAD CAT 5--LIST PRICE= .80 48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD		239.00	478.00
2.00	ANT-BC-30-10	Antenna Mounting Area--LIST PRICE=\$298.75 Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp		60.79	121.58
5.00	TOW-SSH12	Set(2)--LIST PRICE=\$75.99 1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2		24.75	123.75
5.00	TOW-SSHA-38	INCH HELIAX CABLE (PACKAGE OF 10)--\$30.94 1/2 INCH SNAPSTAK GROMMET, .31" DIA CABLE--\$9.50		7.60	38.00
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL THE ABOVE ITEMS		26,101.00	26,101.00

*Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!*

Subtotal	173,386.09
Sales Tax	
Freight	
<b>TOTAL</b>	<b>173,386.09</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8541  
 Quote Date: Jun 14, 2019  
 Page: 1

<b>Quoted To:</b>	400 EAST LOCUST UNION, MO 63084
FRANKLIN CO E911 400 EAST LOCUST UNION, MO 63084	

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		MICROWAVE FOR BRUNS, ONE TO WASHINGTON HOSPITAL, ONE TO TOWER ROAD AND ONE TO GRAY SUMMIT		
12.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable--LIST PRICE=\$26.00	20.80	249.60
3.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,-LIST PRICE=\$250.00	200.00	600.00
3.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	960.00
3.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=\$2795.00	2,236.00	6,708.00
3.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST PRICE=\$224.00	179.20	537.60
3.00	CAM-RDH4499A	CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST PRICE=\$1800.00	1,440.00	4,320.00
600.00	WIR-ESSEX-CAT5	SUPERIOR ESSEX CAT 5 5EBDWG-4P24-R-ESS COPPER CLAD CAT 5--LIST PRICE= .80	0.64	384.00
4.00	CAM-WB3486H	CAM PTP800 CMU 19" RackMnt Inst.Kit--LIST PRICE=\$75.00	60.00	240.00
3.00	CAM-WB3665HH	CAM PTP-SYNC, Complete Packed Unit--LIST PRICE=\$350.00	280.00	840.00
1.00	CAM-WB4141HH	CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST PRICE=\$695.00	556.00	556.00
1.00	CAM-WB3961A	CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE=\$99.00	79.20	79.20
3.00	ANT-HS400	48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD Antenna Mounting Area--LIST PRICE=\$298.75	239.00	717.00
3.00	ANT-BC-30-10	Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp	60.79	182.37

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8541  
 Quote Date: Jun 14, 2019  
 Page: 2

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
6.00	TOW-SSH12	Set(2)--LIST PRICE=\$75.99 1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2 INCH HELIAX CABLE (PACKAGE OF 10)--LIST PRICE=\$30.94		24.75	148.50
6.00	TOW-SSHA-38	1/2 INCH SNAPSTAK GROMMET, .31" DIA CABLE--LIST PRICE=\$9.50		7.60	45.60
6.00	TAIT-9435S-100H	RADIO EQUIPMENT TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE=\$1213.00		970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE=\$6076.00		4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400--LIST PRICE=\$2552.00		2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--LIST PRICE=\$1148.00		918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00		3,893.00	23,358.00
6.00	TAIT-TBAS060	SFE DIGITAL FIXED STATION INTERFACE--LIST PRICE=\$541.00		432.80	2,596.80
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00		2,260.00	13,560.00
6.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.0		630.40	3,782.40
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00		12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE=\$8025.00		6,420.00	6,420.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00		4,634.00	4,634.00
1.00		SONTIC WALLEZ-400 SECURITY APPLIANCE--LIST PRICE=\$1058.40		846.72	846.72
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL ABOVE ITEMS		3,500.00	3,500.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	140,352.99
Sales Tax	
Freight	
<b>TOTAL</b>	<b>140,352.99</b>

**A & W COMMUNICATIONS, INC.**

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

**QUOTATION**

Quote Number: 8537  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
		WASHINGTON HOSPITAL *****		
		PRICES PER STATE CONTRACT CT170166001		
2.00	ANT-DB224A	150-160 BROADBAND ANTENNA--LIST PRICE=\$858.00	686.40	1,372.80
100.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	678.00
100.00	COAX-AVA5-50	7/8 INCH FOAM HELIAX 50 OHM--LIST PRICE=\$8.48	6.78	678.00
2.00	TOW-DL5SGRIP	PRE-LACED HOISTING GRIPS FOR 7/8 INCH COAX--LIST PRICE = \$35.55	28.44	56.88
4.00	CON-RFSNF-LCF78-D01K	7/8" COAXIAL OMNI FIT N-FEMALE FOR AVA5-50--LIST PRICE=\$42.05	33.64	134.56
6.00	TOW-SG78-12B2U	7/8 INCH CORR/SMTHWLL COAX SNAP-ON GRND KIT, 4 LEAD, UNATTACHED LUG--LIST PRICE = \$34.50	27.60	165.60
1.00	EMR-W64462/4C	COMBINER VHF 6CH DL 100W--LIST PRICE=\$15425.00	12,340.00	12,340.00
1.00	EMR-24106-0/CUST	MULTICOUPLER VHF CUSTOM 19502--LIST PRICE = \$8025.00	6,420.00	6,420.00
1.00		LAMARCHE POWER SYSTEM--CONSISTING OF THE FOLLOWING ITEMS:		
1.00	LAM-TPC-60	TPC-60-48V-U1 SHELF PROVISIONS FOR 4 RECTIFIERS--LIST PRICE=\$1410.00	1,128.00	1,128.00
1.00	LAM-BPKR23	BPKR23-48VL-24R-X BREAKER PANEL WITH 24 POSITIONS--LIST PRICE=\$683.00	546.40	546.40
6.00	LAM-SP4K	SP4K-HAM-10B1A 10 AMP BREAKER KIT-LIST PRICE=\$41.00	32.80	196.80
4.00	LAM-SP4K-HAM	SP4K-HAM-5B1A 5 AMP BREAKER KIT--LIST PRICE=\$41.00	32.80	131.20
1.00	LAM-LT12	LT12-800-48V-A6 INVERT 800VA(NO STAIC SWITCH) LIST PRICE=\$1360.00	1,088.00	1,088.00

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8537  
 Quote Date: Jun 14, 2019  
 Page: 2

**Quoted To:**  
 FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	LAM-P3-RRB	P3-RRB-A08A BATTERY 21.25"W X 25"D--LIST PRICE=\$250.00	200.00	200.00
1.00	LAM-GGCB23	GCB23-200-4 GROUND/CHARGE- LIST PRICE=\$337.00	269.60	269.60
1.00	LAM-P3-RR-F23A	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$54.00	43.20	43.20
1.00	LAM-P3-RR-PO60	P3-RR-F23A BLANK COVER FOR GCB--LIST PRICE=\$613.00	490.40	490.40
1.00	LAM-CONFIG	MOUNT, WIRE TEST GROUP 1, AT FACTORY--LIST PRICE=\$780.00	624.00	624.00
4.00	LAM-FIAMM	FIAMM 12FAT100 12V100AH FRONT TERMINAL--\$279.80	223.84	895.36
4.00	LAM-TPM	TPM-15-48V-U1 RECTIFIERS--LIST PRICE=1386.00	1,108.80	4,435.20
6.00	TOW-SSH-78	7/8 INCH POP-IN HANGERS (10/PKG)-- LIST PRICE = \$39.95	31.96	191.76
1.00	CISCO-2960	48 PORT SWITCH, 48X10/100 (POE)--LIST PRICE =\$3230.00	2,584.00	2,584.00
1.00	SPEC-9483-05	NET CLOCK WITH SECURE SYNC--LIST PRICE=\$5793.00	4,634.00	4,634.00
6.00	TAIT-9435S-100H	TB9400, SINGLE STATION CHASIS, 100 WATT--LIST PRICE =\$1213.00	970.40	5,822.40
6.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00	4,860.80	29,164.80
6.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00	2,041.60	12,249.60
6.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00	918.40	5,510.40
6.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00	3,893.60	23,361.60
6.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.00	630.40	3,782.40
6.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00	2,260.00	13,560.00

Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8537  
 Quote Date: Jun 14, 2019  
 Page: 3

**Quoted To:**

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

400 EAST LOCUST  
 UNION, MO 63084

Customer ID	Good Thru	Payment Terms	Sales Rep	
FRANCO911	7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description	Unit Price	Amount
1.00	PP-ISPLDO12OUS15	15 AMP 120VAC USA POWER LINE PROTECTOR--LIST PRICE=\$324.50	259.60	259.60
2.00	PP-IS50NXC2MA	125-1000 MHz FLANGE MOUNT COAX PROTECTOR, M(F) EQ-N(M) ANT--LIST PRICE=\$75.00	60.00	120.00
24.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR IPPS & 10MHZ-- LIST PRICE =\$53.00	42.40	1,017.60
2.00	CON-DSPDB8922	1/4W50 OHM DUMMY LOAD BNC--LIST PRICE=\$9.00	7.20	14.40
6.00	CON-RG142JUMPER	6' RG142 JUMPERS W/BNC MALE (2) FOR RX MULTI COUPLER TO RX--LIST PRICE=\$53.00	42.40	254.40
2.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR TX & RX COMBINER TO ANTENNA--LIST PRICE = \$44.50	35.60	71.20
6.00	CON-JUMPERS	5 FOOT JUMPERS USING LMR400 OR 9913 WITH 2-N-MALE CONNECTORS FOR POWER AMPLIFIER TX OUTPUT TO COMBINER INPUT--LIST PRICE =\$44.50	35.60	213.60
6.00	CON-FRFB1131	T-Adapter, Triple BNC Female N,S,T--LIST PRICE =\$10.90	8.72	52.32
1.00		MICROWAVE FOR WASHINGTON HOSPITAL		
3.00	CAM-01010419001	CAM Coax Grounding Kit for 1/4"/3/8" Cable=LIST PRICE=\$26.00	20.80	62.40
1.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00	200.00	200.00
2.00	CAM-C000065L007B	CAM PTP650/670 LPU and Grounding Kit--LIST PRICE=\$400.00	320.00	640.00
1.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00	2,236.00	2,236.00
1.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST PRICE=\$224.00	179.20	179.20

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>TOTAL</b>	<b>Continued</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8537  
 Quote Date: Jun 14, 2019  
 Page: 4

**Quoted To:**

400 EAST LOCUST  
 UNION, MO 63084

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
1.00	CAM-RDH4499A	CAM 2' HP Antenna DISH , 4.4-5.0, Dual Pol--LIST PRICE=\$1800.00		1,440.00	1,440.00
1.00	CAM-WB3665HH	CAM PTP-SYNC, Complete Packed Unit-- LIST PRICE=\$350.00		280.00	280.00
1.00	CAM-WB3961A	CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE=\$99.00		79.20	79.20
1.00	CAM-WB4141HH	CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST PRICE= \$695.00		556.00	556.00
200.00	WIR-ESSEX-CAT5	SUPERIOR ESSEX CAT 5 5BDWG-4P24-R-ESS COPPER CLAD CAT 5--LIST PRICE= .80		0.64	128.00
1.00	ANT-HS400	48" Heavy Duty Stand-off Bracket with 38" x 2-3/8" OD Antenna Mounting Area--LIST PRICE =\$298.75		239.00	239.00
1.00	ANT-BC-30-10	Heavy Duty 1-1/2" to 3-1/2" OD Pipe to Pipe Clamp Set(2)--LIST PRICE=\$75.99		60.79	60.79
2.00	TOW-SSH12	1/2 INCH STACKABLE SNAP-IN HANGER KIT FOR 1/2 INCH HELIAX CABLE (PACKAGE OF 10)---LIST PRICE =\$30.94		24.75	49.50
2.00	TOW-SSHA-38	1/2 INCH SNAPSTAK GROMMET,.31" DIA CABLE--LIST PRICE=\$9.50		7.60	15.20
1.00	LABOR-ON SITE	LABOR ON SITE TO INSTALL THE ABOVE ITEMS		26,101.00	26,101.00

Please add 4% convenience fee to  
 quotes paid using a credit card.  
 Thank You!

Subtotal	167,024.37
Sales Tax	
Freight	
<b>TOTAL</b>	<b>167,024.37</b>

# A & W COMMUNICATIONS, INC.

100 N. Main Street  
 P O Box 66  
 EOLIA, MO 63344

Voice: 800-530-5763  
 Fax: 573-485-2350

# QUOTATION

Quote Number: 8542  
 Quote Date: Jun 14, 2019  
 Page: 1

**Quoted To:**

400 EAST LOCUST  
 UNION, MO 63084

FRANKLIN CO E911  
 400 EAST LOCUST  
 UNION, MO 63084

Customer ID		Good Thru	Payment Terms	Sales Rep	
FRANCO911		7/14/19	Net 30 Days	WHITTH	
Quantity	Item	Description		Unit Price	Amount
		SPARES *****			
		PRICES PER STATE CONTRACT CT170166001			
1.00	TAIT-T01-01103-DAAA	RECITER, TB9400 148-174 MHZ--LIST PRICE= \$6076.00		4,860.80	4,860.80
1.00	TAIT-T01-01121-DBBA	100WATT POWER AMP, 148-174MHZ, TB9400-- LIST PRICE=\$2552.00		2,041.60	2,041.60
1.00	TAIT-TBA3004-4100	PMU, TB9000, 48VDC AUX12V--\$1148.00		918.40	918.40
1.00	TAIT-TBAS050	SFE KEY, P25 COMMON AIR INTERFACE--LIST PRICE=\$4867.00		3,893.60	3,893.60
1.00	TAIT-TBAS060	SFE DIGITAL FIXED STATION INTERFACE-- LIST PRICE = \$541.00		432.80	432.80
1.00	TAIT-TBAS061	SFE CENTRAL VOTER--LIST PRICE=\$4993.00		3,994.40	3,994.40
1.00	TAIT-TBAS062	SFE SIMULCAST ENABLE--LIST PRICE=\$2825.00		2,260.00	2,260.00
1.00	TAIT-TBAS071	SFE KEY IP NET WORKING SATTELITE--LIST PRICE=\$788.00		630.40	630.40
1.00	CAM-C000065K040	CAM PTP650 Precise Timing Software,--LIST PRICE=\$250.00		200.00	200.00
1.00	CAM-C050067H002B	CAM PTP670 Connectorized radios with AC+DC PS,End,FCC--LIST PRICE=2795.00		2,236.00	2,236.00
1.00	CAM-EWE4PT6XX-WW	CAM PTP 650/670 Ext Warr, 4 Add Years--LIST PRICE=\$224.00		179.20	179.20
1.00	CAM-WB3665HH	CAM PTP-SYNC. Complete Packed Unit--LIST PRICE=\$350.		280.00	280.00
1.00	CAM-WB4141HH	CAM TRIMBLE ACUTIME GPS/ADAPTER CABLE KIT--LIST PRICE=\$695.00		556.00	556.00
1.00	CAM-WB3961A	CAM PTP-SYNC TRIMBLE ADAPTER CABLE--LIST PRICE = \$99.00		79.20	79.20

Please add 4% convenience fee to quotes paid using a credit card.  
 Thank You!

Subtotal	22,562.40
Sales Tax	
Freight	
<b>TOTAL</b>	<b>22,562.40</b>



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Amending Previous Order

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2019-311 PERTAINING TO  
THE SUBSCRIPTION AGREEMENT WITH  
OMNIGO SOFTWARE FOR VARIOUS  
FRANKLIN COUNTY AGENCIES**

**WHEREAS**, prior hereto on July 23, 2019, the Franklin County Commission adopted Commission Order No. 2019-311 pertaining to the renewal of Agreements with Omnigo Software for public safety software; and

**WHEREAS**, it has been determined that the quote provided by Omnigo Software did not reflect another component of the necessary subscription for the Franklin County Sheriff's Office.

**WHEREAS**, the attached quote is for a one (1) year term effective August 1, 2019 through July 31, 2020 for the amount of \$1,750.00.

**IT IS THEREFORE ORDERED** that Commission Order No. 2019-311 is hereby amended to reflect the additional service provided by Omnigo Software, LLC for a one (1) year term for the amount of \$1,750.00.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Abe Cook, EMA Director; Sheriff Steve Pelton; and Ann Struttmann, Purchasing Agent.

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

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

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



**Prepared By:** Tim Goodpasture  
**Preparer Email:** tim.goodpasture@omnigo.com  
**Quote Number:** Q-07934-1  
**Created Date:** 8/9/2019 1:44 PM  
**Offer Valid Through:** 9/8/2019  
**Subscription Start Date:**

Omnigo Software, LLC  
 10430 Baur Blvd.  
 Saint Louis, MO 63132 US  
 www.Omnigo.com  
 Phone: (800) 814-4843

**Bill To**  
 FRANKLIN COUNTY SHERIFF'S DEPARTMENT (MO)  
 Ann Struttman  
 astruttman@franklinmo.net  
 400 East Locust  
 Union, MO 63084  
 United States

**Ship To**  
 FRANKLIN COUNTY SHERIFF'S DEPARTMENT (MO)  
 Ann Struttman  
 astruttman@franklinmo.net  
 #1 Bruns Lane  
 Union, Missouri 63084  
 United States

PRODUCT	DESCRIPTION	MONTHLY LIST PRICE	MONTHLY SALE PRICE	NUM OF MONTHS	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
Interface, ESO Web Service CAD Export - SaaS		\$125.00	\$125.00	12.0	1	\$1,500.00	\$1,500.00
Misc. Services	An Omnigo technician will install and configure the interface.	\$20.83	\$20.83	12.0	1	\$250.00	\$250.00
					TOTAL	\$1,750.00	\$1,750.00

\*Total price and grand total shown is first year of subscription, plus any one-time services.

**Signature:** \_\_\_\_\_ **Signature Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Is a PO required for purchase?** \_\_\_\_\_ **PO Number, if issued:** \_\_\_\_\_

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Annual invoice payment terms are 30 days from invoice date.  
 Payments accepted via check, ACH or wire transfer. Amounts in USD. This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: [www.omnigo.com/master-subscription-agreement](http://www.omnigo.com/master-subscription-agreement).



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING A LEASE  
AGREEMENT PERTAINING TO REAL PROPERTY  
ACQUIRED BY FRANKLIN COUNTY THROUGH  
FLOOD BUY-OUT PROGRAMS**

**WHEREAS**, as a result of various floods, Franklin County has acquired title to certain flood damaged real property, through flood buy-out programs; and

**WHEREAS**, in order to prevent the County from having to maintain said property and to place said property back on the tax rolls, it is advisable to lease the subject properties, and

**WHEREAS**, Ralph and Tonette Thurman desire to lease said property for one (1) year from Franklin County as reflected in the Lease Agreement attached hereto and are willing to do so in accordance with the terms of the lease agreement on file with the County Clerk.

**IT IS THEREFORE ORDERED** that the Presiding Commissioner is hereby authorized to execute on behalf of Franklin County said lease agreement with Ralph and Tonette Thurman.

**IT IS FURTHER ORDERED** that a fully executed copy of the lease agreement is to be provided to Tom Copeland, Assessor; Scottie Eagan, Planning and Zoning Director; Jeannine Stevens, Deputy County Clerk and to Ralph and Tonette Thurman.

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

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

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

## AGREEMENT OF LEASE

Agreement and Lease made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Franklin County, Missouri hereinafter called "Lessor," and Ralph E Thurman, hereinafter called "Lessee."

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

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

Now, Therefore, the parties agree as follows:

### LEASED PREMISES

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

SEE EXHIBIT A

#### I

### USE OF DEMISED PREMISES

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

#### II

### TERM OF LEASE

The term of this lease shall be for one year commencing on August 13, 2019, and ending on August 13, 2020. The Lessee shall hold said premises hereby leased during the full term of the lease and paying as rent, the sum of \$100.00 for said term, payable in full at the commencement of the term. This Agreement is subject to the renewal options as hereinafter set forth. Provided further that in the event Lessor receives notice from the Federal agency which administers the Hazard Mitigation Grant Program that the demised premises is being used in a manner which violates any provision of the governing federal Regulations Lessor shall have the right to terminated this Lease immediately. In addition, in the event Lessor, through its governing body, determines that a public necessity exists which requires the public use of the demised premises Lessor shall have the right to terminate this Lease upon sixty (60) day notice in writing. In the event that the Lease is terminated as a result of action by Lessee all rent paid for the then existing term shall be forfeited. In the event

## VIII NUISANCE

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

## IX INSURANCE

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

## X LESSEE'S OBLIGATION AT THE END OF TERM

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

## XI DEFAULT

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

XVII  
LESSOR'S RIGHT OF ENTRY

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

XVIII  
WAIVER

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

XIX  
ATTORNEYS FEES

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

XX  
ENVIRONMENTAL RESPONSIBILITY

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

## EXHIBIT A

Parcel number 30-4-20.0-3-005-098.0001548 located at Bert Johnson Lane St Clair, Missouri.

Lots One (1) and Two (2) of Wm. Eggers First Addition, a subdivision of part of the West half of Section 20, Township 41 North, Range 1 East of the 5<sup>th</sup> PM, as per plat of record in Plat Book 1, page 18 in the Office of the Recorder of Deeds.

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

EXHIBIT C

Specific Restrictions

None



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 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 two (2) lots: 12-7-35-0-3-008-181-000, Lot 100, Block 8 Whispering Valley 8, Wishwood Drive, New Haven, Missouri and 12-7-35-0-3-008-180-000 Lot 101, Whispering Valley 8, 249 Wishwood Drive, New Haven, Missouri 63068; and

**WHEREAS**, the total amount of taxes, interest and fees charged against said parcels is \$975.10; and

**WHEREAS**, Alexander Eaton 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 Alexander Eaton for the amount offered.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the offers of Alexander Eaton to purchase the subject properties for the sum of \$150.00 each is accepted, said sum consisting of back taxes, interests and costs of \$211.35 and Trustee's Commission of \$88.65.

**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 Alexander Eaton 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

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI )  
 ) SS  
COUNTY OF FRANKLIN )

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 150.00 for the following property situated in Franklin County, Missouri, to-wit:

12-7-35-0-3-008-180-000  
Lot 100 Blk 8 Whispering Valley 8  
Wishwood Dr. New Haven MO 67068  
Doc # 1415878

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

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

Accured taxes, interest and costs	\$	107.04
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	
Overage - Surplus Amount to General Revenue	\$	42.96
TOTAL:	\$	<u>150.00</u>

Donald Wurdack  
DONALD WURDACK

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI )  
 ) SS  
COUNTY OF FRANKLIN )

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 150.<sup>00</sup> for the following property situated in Franklin County, Missouri, to-wit:

12-7-35-0-3-008-180-000  
Lot 101 Blk 8 Whispering Valley 8  
249 WISHWOOD DR. NEW HAVEN MO 63068  
Doc # 1415870

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

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

Accured taxes, interest and costs	\$	\$104.31
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	\$45.69
Overage - Surplus Amount to General Revenue	\$	
TOTAL:	\$	<u>\$150.<sup>00</sup></u>

Donald Wurdack, Trustee  
DONALD WURDACK

Parcel ID Number	CalcAc	Lot	Block	Subdivision	Situs	DocNum	Taxes Due	10% Comm	Total Due
04-7-35.0-1-001-087.000	0.000	PT 7	10	E B HAMMACK ADDN 3	OLIVE NEW HAVEN 63068	1814112	\$ 598.06	\$ 59.81	\$ 657.87
04-7-35.0-1-001-057.000	0.000	PT 3	18	E B HAMMACK ADDN 3	CATAWBA ST NEW HAVEN 63068	1001171	\$ 396.82	\$ 39.68	\$ 436.50
04-7-35.0-1-001-088.000	0.000	PT 3	18	E B HAMMACK ADDN 3	CATAWBA ST NEW HAVEN 63068	150-0037	\$ 22.02	\$ 2.20	\$ 24.22
04-7-35.0-1-001-089.000	0.000	PT2&PT3	18	E B HAMMACK ADDN 3	113 CATAWBA ST NEW HAVEN 63068	1614787	\$ 948.28	\$ 94.83	\$ 1,043.11
04-7-35.0-1-001-130.000	0.000	LEG	20	E B HAMMACK ADDN 3	703 OLIVIA CT NEW HAVEN 63068	1614788	\$ 1,552.40	\$ 155.24	\$ 1,707.64
12-7-35.0-3-003-049.000	0.210	17	3	WHISPERING VLY 3	RANCHERS RD NEW HAVEN 63068	1415950	\$ 482.90	\$ 48.29	\$ 531.19
12-7-35.0-3-008-178.000	0.300	74	8	WHISPERING VLY 8	ST ANTHONY DR NEW HAVEN 63068	1714925	\$ 566.57	\$ 56.66	\$ 623.23
12-7-35.0-3-008-180.000	0.240	101	8	WHISPERING VLY 8	249 WISHWOOD DR NEW HAVEN 63068	1415870	\$ 456.85	\$ 45.69	\$ 502.54
12-7-35.0-3-008-181.000	0.210	100	8	WHISPERING VLY 8	WISHWOOD DR NEW HAVEN 63068	1415878	\$ 429.60	\$ 42.96	\$ 472.56
12-7-35.0-4-001-305.000	0.140	14		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	0627544	\$ 337.80	\$ 33.78	\$ 371.58
12-7-35.0-4-001-307.000	0.120	16		WHISPERING VLY 1	ELM CT NEW HAVEN 63068	1714971	\$ 525.26	\$ 52.53	\$ 577.79
12-7-35.0-4-001-308.000	0.210	17		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	1514752	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-001-328.000	0.210	11		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	1614807	\$ 546.10	\$ 54.61	\$ 600.71
12-7-35.0-4-001-340.000	0.120	45		WHISPERING VLY 1	DORIS CT NEW HAVEN 63068	0817595	\$ 329.88	\$ 32.99	\$ 362.87
12-7-35.0-4-001-341.000	0.340	46		WHISPERING VLY 1	CEDAR CT NEW HAVEN 63068	1614766	\$ 556.11	\$ 55.61	\$ 611.72
12-7-35.0-4-002-209.000	0.210	59		WHISPERING VLY 2	RENEGADE TRL NEW HAVEN 63068	2005-22431	\$ 351.07	\$ 35.11	\$ 386.18
12-7-35.0-4-002-212.000	0.210	56		WHISPERING VLY 2	RENEGADE TRL NEW HAVEN 63068	1001168	\$ 348.48	\$ 34.85	\$ 383.33
12-7-35.0-4-002-265.100	0.000	79		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1316868	\$ 379.79	\$ 37.98	\$ 417.77
12-7-35.0-4-002-272.000	0.120	32		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1714943	\$ 492.15	\$ 49.22	\$ 541.37
12-7-35.0-4-002-276.000	0.120	28		WHISPERING VLY 2	572 CLARE DR NEW HAVEN 63068	0803661	\$ 2,053.62	\$ 205.36	\$ 2,258.98
12-7-35.0-4-002-278.000	0.120	26		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1514773	\$ 476.93	\$ 47.69	\$ 524.62
12-7-35.0-4-002-285.000	0.190	19		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	0803659	\$ 336.60	\$ 33.66	\$ 370.26
12-7-35.0-4-002-287.000	0.320	168,17		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1514732	\$ 567.21	\$ 56.72	\$ 623.93
12-7-35.0-4-002-294.000	0.190	9		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	0803658	\$ 348.76	\$ 34.88	\$ 383.64
12-7-35.0-4-004-120.000	0.200	67		WHISPERING VLY 4	CYPRESS LEAF DR NEW HAVEN 63068	1614767	\$ 537.73	\$ 53.77	\$ 591.50
12-7-35.0-4-004-162.000	0.210	46		WHISPERING VLY 4	MEADOW VIEW DR NEW HAVEN 63068	1514733	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-006-040.000	0.210	38		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1814111	\$ 555.42	\$ 55.54	\$ 610.96
12-7-35.0-4-006-041.000	0.210	30		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1614782	\$ 538.52	\$ 53.85	\$ 592.37
12-7-35.0-4-006-042.000	0.210	31		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1514738	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-007-077.000	0.210	1,12		WHISPERING VLY 7	OAK DR NEW HAVEN 63068	1614778	\$ 538.52	\$ 53.85	\$ 592.37
12-7-35.0-4-007-099.000	0.420	20&21		WHISPERING VLY 7	512 MEADOW VIEW DR NEW HAVEN 63068	1714920	\$ 567.81	\$ 56.78	\$ 624.59
12-7-35.0-4-007-100.000	0.240	22		WHISPERING VLY 7	MEADOW VIEW DR NEW HAVEN 63068	1714921	\$ 517.33	\$ 51.73	\$ 569.06
15-1-02.0-2-001-017.000	0.000	180		WHISPERING VLY 8	MEADOW DR NEW HAVEN 63068	1714981	\$ 522.71	\$ 52.27	\$ 574.98
15-1-02.0-2-001-003.000	0.000	162		WHISPERING VLY 8	MISSOURI AVE NEW HAVEN 63068	1514761	\$ 535.57	\$ 53.56	\$ 589.13
15-1-02.0-2-001-045.000	0.000	141		WHISPERING VLY 8	ST ANN CT NEW HAVEN 63068	0817594	\$ 220.52	\$ 22.05	\$ 242.57
15-1-02.0-2-001-053.000	0.000	149		WHISPERING VLY 8	SKY LINE DR NEW HAVEN 63068	1614805	\$ 564.93	\$ 56.49	\$ 621.42
17-4-19.1-0-000-013.000	0.000	LEG			OLD FARWIG FARM RD UNION 63084	1113643	\$ 637.42	\$ 63.74	\$ 701.16
17-4-19.2-0-002-074.000	0.000	3	23	FAWN LAKE	LINDEN LN UNION 63084	1814345	\$ 502.43	\$ 50.24	\$ 552.67
18-7-26.0-0-000-026.000	0.000	LEG			ALLEN RD VILLA RIDGE 63089	1614764	\$ 909.79	\$ 90.98	\$ 1,000.77
18-7-36.0-3-001-260.000	0.000	10	B	WHEEL EST LAKE 1	WHEEL ESTS VILLA RIDGE 63089	1415920	\$ 445.49	\$ 44.55	\$ 490.04

Parcel ID Number	CalcAc	Lot	Block	Subdivision	Situs	DocNum	Taxes Due	10% Comm	Total Due
04-7-35.0-1-001-087.000	0.000	PT 7	10	E B HAMMACK ADDN 3	OLIVE NEW HAVEN 63068	1814112	\$ 598.06	\$ 59.81	\$ 657.87
04-7-35.0-1-001-057.000	0.000	PT 3	18	E B HAMMACK ADDN 3	CATAWBA ST NEW HAVEN 63068	1001171	\$ 396.82	\$ 39.68	\$ 436.50
04-7-35.0-1-001-088.000	0.000	PT 3	18	E B HAMMACK ADDN 3	CATAWBA ST NEW HAVEN 63068	150-0037	\$ 22.02	\$ 2.20	\$ 24.22
04-7-35.0-1-001-089.000	0.000	PT2&PT3	18	E B HAMMACK ADDN 3	113 CATAWBA ST NEW HAVEN 63068	1614787	\$ 948.28	\$ 94.83	\$ 1,043.11
04-7-35.0-1-001-130.000	0.000	LEG	20	E B HAMMACK ADDN 3	703 OLIVIA CT NEW HAVEN 63068	1614788	\$ 1,552.40	\$ 155.24	\$ 1,707.64
12-7-35.0-3-003-049.000	0.210	17	3	WHISPERING VLY 3	RANCHERS RD NEW HAVEN 63068	1415950	\$ 482.90	\$ 48.29	\$ 531.19
12-7-35.0-3-008-178.000	0.300	74	8	WHISPERING VLY 8	ST ANTHONY DR NEW HAVEN 63068	1714925	\$ 566.57	\$ 56.66	\$ 623.23
12-7-35.0-3-008-180.000	0.240	101	8	WHISPERING VLY 8	249 WISHWOOD DR NEW HAVEN 63068	1415870	\$ 456.85	\$ 45.69	\$ 502.54
12-7-35.0-3-008-181.000	0.210	100	8	WHISPERING VLY 8	WISHWOOD DR NEW HAVEN 63068	1415878	\$ 429.60	\$ 42.96	\$ 472.56
12-7-35.0-4-001-305.000	0.140	14		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	0627544	\$ 337.80	\$ 33.78	\$ 371.58
12-7-35.0-4-001-307.000	0.120	16		WHISPERING VLY 1	ELM CT NEW HAVEN 63068	1714971	\$ 525.26	\$ 52.53	\$ 577.79
12-7-35.0-4-001-308.000	0.210	17		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	1514752	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-001-328.000	0.210	11		WHISPERING VLY 1	SKY LINE DR NEW HAVEN 63068	1614807	\$ 546.10	\$ 54.61	\$ 600.71
12-7-35.0-4-001-340.000	0.120	45		WHISPERING VLY 1	DORIS CT NEW HAVEN 63068	0817595	\$ 329.88	\$ 32.99	\$ 362.87
12-7-35.0-4-001-341.000	0.340	46		WHISPERING VLY 1	CEDAR CT NEW HAVEN 63068	1614766	\$ 556.11	\$ 55.61	\$ 611.72
12-7-35.0-4-002-209.000	0.210	59		WHISPERING VLY 2	RENEGADE TRL NEW HAVEN 63068	2005-22431	\$ 351.07	\$ 35.11	\$ 386.18
12-7-35.0-4-002-212.000	0.210	56		WHISPERING VLY 2	RENEGADE TRL NEW HAVEN 63068	1001168	\$ 348.48	\$ 34.85	\$ 383.33
12-7-35.0-4-002-265.100	0.000	79		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1316868	\$ 379.79	\$ 37.98	\$ 417.77
12-7-35.0-4-002-272.000	0.120	32		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1714943	\$ 492.15	\$ 49.22	\$ 541.37
12-7-35.0-4-002-276.000	0.120	28		WHISPERING VLY 2	572 CLARE DR NEW HAVEN 63068	0803661	\$ 2,053.62	\$ 205.36	\$ 2,258.98
12-7-35.0-4-002-278.000	0.120	26		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1514773	\$ 476.93	\$ 47.69	\$ 524.62
12-7-35.0-4-002-285.000	0.190	19		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	0803659	\$ 336.60	\$ 33.66	\$ 370.26
12-7-35.0-4-002-287.000	0.320	16&17		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	1514732	\$ 567.21	\$ 56.72	\$ 623.93
12-7-35.0-4-002-294.000	0.190	9		WHISPERING VLY 2	CLARE DR NEW HAVEN 63068	0803658	\$ 348.76	\$ 34.88	\$ 383.64
12-7-35.0-4-004-120.000	0.200	67		WHISPERING VLY 4	CYPRESS LEAF DR NEW HAVEN 63068	1614767	\$ 537.73	\$ 53.77	\$ 591.50
12-7-35.0-4-004-162.000	0.210	46		WHISPERING VLY 4	MEADOW VIEW DR NEW HAVEN 63068	1514733	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-006-040.000	0.210	38		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1814111	\$ 555.42	\$ 55.54	\$ 610.96
12-7-35.0-4-006-041.000	0.210	30		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1614782	\$ 538.52	\$ 53.85	\$ 592.37
12-7-35.0-4-006-042.000	0.210	31		WHISPERING VLY 6RS	HICKORY LN NEW HAVEN 63068	1514738	\$ 535.72	\$ 53.57	\$ 589.29
12-7-35.0-4-007-077.000	0.210	112		WHISPERING VLY 7	OAK DR NEW HAVEN 63068	1614778	\$ 538.52	\$ 53.85	\$ 592.37
12-7-35.0-4-007-099.000	0.420	20&21		WHISPERING VLY 7	512 MEADOW VIEW DR NEW HAVEN 63068	1714920	\$ 567.81	\$ 56.78	\$ 624.59
12-7-35.0-4-007-100.000	0.240	22		WHISPERING VLY 7	MEADOW VIEW DR NEW HAVEN 63068	1714921	\$ 517.33	\$ 51.73	\$ 569.06
15-1-02.0-2-001-017.000	0.000	180		WHISPERING VLY 8	MEADOW DR NEW HAVEN 63068	1714981	\$ 522.71	\$ 52.27	\$ 574.98
15-1-02.0-2-001-003.000	0.000	162		WHISPERING VLY 8	MISSOURI AVE NEW HAVEN 63068	1514761	\$ 535.57	\$ 53.56	\$ 589.13
15-1-02.0-2-001-045.000	0.000	141		WHISPERING VLY 8	ST ANN CT NEW HAVEN 63068	0817594	\$ 220.52	\$ 22.05	\$ 242.57
15-1-02.0-2-001-053.000	0.000	149		WHISPERING VLY 8	SKY LINE DR NEW HAVEN 63068	1614805	\$ 564.93	\$ 56.49	\$ 621.42
17-4-19.1-0-000-013.000	0.000	LEG			OLD FARWIG FARM RD UNION 63084	1113643	\$ 637.42	\$ 63.74	\$ 701.16
17-4-19.2-0-002-074.000	0.000	3	23	FAWN LAKE	LINDEN LN UNION 63084	1814345	\$ 502.43	\$ 50.24	\$ 552.67
18-7-26.0-0-000-026.000	0.000	LEG			ALLEN RD VILLA RIDGE 63089	1614764	\$ 909.79	\$ 90.98	\$ 1,000.77
18-7-36.0-3-001-260.000	0.000	10	B	WHEEL EST LAKE 1	WHEEL ESTS VILLA RIDGE 63089	1415920	\$ 445.49	\$ 44.55	\$ 490.04



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, August 13, 2019  
Surplus Property

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

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

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

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

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

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

**IT IS HEREBY ORDERED**, that a copy of this order be delivered to Tandra Vemmer, County Auditor; Michelle Patke, Hwy Dept.; Ann Struttman, Purchasing Dept.; Jeannine Stevens, County Clerk's

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

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

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

**ITEMS TO BE SURPLUSED**  
**8/6/19**

<b>SURPLUS #</b>	<b>FC TAG#</b>	<b>DEPARTMENT</b>	<b>ITEM DESCRIPTION</b>	<b>SERIAL #</b>	<b>MISC.</b>
692	16487	Sheriff	Mesh Back Office Chair		No wheels & ripped
693	-	Sheriff	Mesh Back Office Chair		Wheels stick & won't roll
694	-	Highway	iPhone 7 Phone Case		Broken
695	10500	Maintenance	2002 Power Flite Vacuum		Good working condition
696	-	Highway	7 Culverts from Evergreen Loop		Not in good condition
697	-	Maintenance	Oreck Car Vacuum		Good working condition
698	51450	Highway	48" Belt Drive Barrel Fan		Broken
699	-	Highway	Dell Wired Keyboard & Logitech Wired Mouse		
700	50976	Highway	2012 International Dump Truck	VIN: 1HTWHAZT7CJ613014	Totaled by MOPERM 3/2019
701	50538	Highway	2009 International Tandem Dump Truck	VIN: 1HTWHAZT39J113036	Totaled by MOPERM 3/2019
702	50690	Highway	2009 Dodge Ram Truck	VIN: 3D7KS28T09G554084	174,745 Miles
703	9270	Highway	1994 Chevy Truck with Etnyre Black-topper	VIN: 1GBM7H1J2R114838 S-1369	69,584 Miles



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, August 13, 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 August 13, 2019 addressing the below listed items is hereby approved, to wit:

**Fees:** Prosecuting Attorney, July 2019  
Building Department, July 2019  
Recorder of Deeds, July 2019  
Public Administrator, August 2019

**Liquor Licenses:** St. Francis Borgia Church – September 8, 2019

**Auctioneer Licenses:** Brehe Auctioneering  
Brehe Auctioneering -

**Other:**

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

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

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

# APPLICATION FOR COUNTY LIQUOR LICENSE

7-24-19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Joseph E. Wormek

Company St Francis Borgia Church

D/B/A (Business Name) \_\_\_\_\_

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 September 8, 2019

For a Catering or Picnic License - Address of Event St Francis Borgia Parish Grounds  
115-225 Cedar Street, Washington MO 63090

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

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 21<sup>st</sup> 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 \$ 28<sup>00</sup> as payment of the fee required by this license.

Mr. Joseph E. Wormek  
Signature of State Applicant / Managing Officer

636-239-6701 | wormek@borgiaparish.org  
Phone Number / Email Address

Subscribed and sworn before me this 6 day of August, 2019

**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**

Donna M. Holdmeyer  
(County Clerk or Public Notary Signature)

DONNA M. HOLDMEYER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Franklin County  
My Commission Expires: August 14, 2019  
Commission Number: 15451538

R  F  A  B  S  In Office Use \$ 25

**FRANKLIN COUNTY**

**Fund Transaction Summary With Interest**

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >=#7/1/2019# AND {RPTFranklinFMXFUS01Vw.TndrDate} <=#7/31/2019#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	7	2,976.00
	<b>Subtotal for -2:</b>	<b>7</b>	<b>2,976.00</b>
-4	CHARGE FUND	297	14,779.50
	<b>Subtotal for -4:</b>	<b>297</b>	<b>14,779.50</b>
100	GENERAL FUND	2,255	50,350.98
100	GENERAL FUND INTEREST	1	19.23
	<b>Subtotal for 100:</b>	<b>2255 2,256</b>	<b>50,370.21</b>
200	COUNTY SPECIAL TRUST FUND	45	225.00
	<b>Subtotal for 200:</b>	<b>45</b>	<b>225.00</b>
300	NON-STD REC PRES	28	700.00
300	RECORDERS PRESERVATION FUND	1,591	3,182.00
300	RECORDERS PRESERVATION FUND INTEREST	1	2.81
	<b>Subtotal for 300:</b>	<b>1619 1,620</b>	<b>3,884.81</b>
400	6.00 CERF	20	120.00
400	CERF FUND	1,591	11,137.00
400	CERF FUND INTEREST	1	3.56
	<b>Subtotal for 400:</b>	<b>1611 1,612</b>	<b>11,260.56</b>
500	MO CHILDREN'S TRUST COPY FUND	121	938.00
500	STATE CHILDRENS TRUST FUND	45	675.00
	<b>Subtotal for 500:</b>	<b>166</b>	<b>1,613.00</b>
600	STATE PRESERVATION FUND	1,591	3,182.00
	<b>Subtotal for 600:</b>	<b>1,591</b>	<b>3,182.00</b>
700	MISSOURI HOUSING FUND	1,546	4,638.00
	<b>Subtotal for 700:</b>	<b>1,546</b>	<b>4,638.00</b>
800	STATUTORY POOL FUND	1,546	3,092.00
	<b>Subtotal for 800:</b>	<b>1,546</b>	<b>3,092.00</b>
900	RECORDERS TECHNOLOGY FUND	1,546	1,932.50
	<b>Subtotal for 900:</b>	<b>1,546</b>	<b>1,932.50</b>
<b>Collected Total:</b>			<b>83,174.08</b>
<b>Charged Total:</b>			<b>14,779.50</b>
<b>Grand Total:</b>			<b>97,953.58</b>

End of Report

  
 \_\_\_\_\_  
 Jennifer L. Metcalf, Recorder

**FRANKLIN COUNTY**

**Fee Transaction Summary Report by Account Number**

Criteria: {RptFMXFES01\_RPTPr.TndrDate} >= #7/1/2019# AND {RptFMXFES01\_RPTPr.TndrDate} <= #7/31/2019#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	<del>121</del> 134	1,206.00
	<b>Subtotal for 1:</b>	<del>121</del>	<b>1,206.00</b>
-1	CHARGE PAYMENT FEE	16	14,273.00
	<b>Subtotal for -1:</b>	<b>16</b>	<b>14,273.00</b>
10	NON STANDARD FEE	28	700.00
	RECORDING FEE	4	25.00
	<b>Subtotal for 10:</b>	<b>32</b>	<b>725.00</b>
-2	ESCROW PAYMENT FEE	7	2,976.00
	<b>Subtotal for -2:</b>	<b>7</b>	<b>2,976.00</b>
20	COPY FEE	424	9,024.27
	<b>Subtotal for 20:</b>	<b>424</b>	<b>9,024.27</b>
21	POSTAGE FEE	46	46.00
	<b>Subtotal for 21:</b>	<b>46</b>	<b>46.00</b>
22	GIS MAPPING FEE	16	2,100.00
	<b>Subtotal for 22:</b>	<b>16</b>	<b>2,100.00</b>
32	PLAT FEE	19	971.00
	<b>Subtotal for 32:</b>	<b>19</b>	<b>971.00</b>
363	* COMPUTER SERVICE FEE	28	5,937.21
	<b>Subtotal for 363:</b>	<b>28</b>	<b>5,937.21</b>
374	INTEREST OR INVESTMENT FEE	1	25.60
	<b>Subtotal for 374:</b>	<b>1</b>	<b>25.60</b>
659	* REPORT FEE	4	110.00
	<b>Subtotal for 659:</b>	<b>4</b>	<b>110.00</b>
910	MARRIAGE LICENSE FEE	45	2,070.00
	<b>Subtotal for 910:</b>	<b>45</b>	<b>2,070.00</b>
93904	DEED FEE	1,561	58,489.50
	<b>Subtotal for 93904:</b>	<b>1,561</b>	<b>58,489.50</b>
<b>Grand Total:</b>		<b>2,320</b>	<b>97,953.58</b>

End of Report

\* Comp. Sys. = 6047.21

# BUILDING DEPARTMENT'S MONTHLY REPORT

FUND 450

REPORT FOR MONTH OF JULY 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	\$	34,690.06
450-000-369-10-00	Forfeited Escrow	\$	2,450.00
450-000-369-10-00	Miscellaneous	\$	126.70
Total Receipts:		\$	37,266.76

Less Disbursements:

450-661-110	Refunds	\$	0
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	37,266.76

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED

# STATEMENT OF ACCOUNT

\* \* \* \* \*

Mary Jo Straatmann  
Franklin County  
Public Administrator  
FEE TURN IN

DATE: 8/2/2019  
ACCOUNT: 100 000 462.700  
MONTH: August 2019  
AMOUNT: \$1,076.72

I HEREWITH SUBMIT THE WITHIN ACCOUNT TO THE FRANKLIN COUNTY TREASURER:

Fees ordered payable to the Franklin County Treasurer by the Court per petition of the Office of Public Administrator, Franklin County, under Chapter 473.00 RSMO.

FEE AS LISTED:

Check #	
218	\$1,076.72

Total \$1,076.72

BY Mary Jo Straatmann  
PUBLIC ADMINISTRATOR  
FRANKLIN COUNTY

RECEIVED BY Darke W. ...  
TREASURER FRANKLIN COUNTY

# MEMO

**To:** Angela  
**From:** Angie Stanton  
**Subject:** July, 2019  
**Date:** August 8, 2019

The following is the information on our accounts that checks are taken to the Treasurer each month.

PA fees	\$889.16
Account #4	
Plus interest	\$.32 for July, 2019

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

STATE OF MISSOURI  
County of Franklin

# 710

To the Collector of Revenue of Franklin County, Missouri:

The undersigned, Kerry Brehe  
(Print name of person signing application)  
doing business as Brehe Auctioneering Auctioneering whose principle  
(Firm Name)  
business office address is: 6334 Hwy V  
(Street or Route)  
in the City of Union Zip 63084 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 Mo;  Six Mo;  Twelve Mo. Ending  
on 8/8/2020, 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.

**FILED**  
TIM BAKER

AUG 08 2019

CLERK OF THE COUNTY COMMISSION  
FRANKLIN COUNTY, MO.

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

Kerry Brehe  
(Signature)

636-583-0841  
(Phone Number)

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

STATE OF MISSOURI  
County of Franklin

# 709

To the Collector of Revenue of Franklin County, Missouri:

The undersigned, Joshua Brehe  
(Print name of person signing application)

doing business as Brehe Auctioneering Auctioneering whose principle  
(Firm Name)

business office address is: 6334 Hwy V  
(Street or Route)

in the City of Union Zip 63084 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 Mo;  Six Mo;  Twelve Mo. Ending  
on 8/8/2020, 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  
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revocation thereof I shall not be entitled to a refund in whole or in part of the fee paid for this license.

FILED

AUG 8 2019

CLERK OF THE COUNTY COMMISSION  
FRANKLIN COUNTY, MO.  
DEPUTY

Joshua Brehe Kenny Brehe  
(Signature)

636-583-0841  
(Phone Number)

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