



County Commission

400 East Locust Street, Room 201

Regular Meeting

Union, MO 63084

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

Agenda

Tuesday, September 17, 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, September 10, 2019
2. Thursday, September 12, 2019

III. Public Request for Discussion/Action

IV. Action Items

- a. **Commission Order 2019-398** In the Matter of Approving the Information Technology and Maintenance Agreement with AQM, Inc.
- b. **Commission Order 2019-399** In the Matter of Approving the Consent Agenda and the Items Listed Thereon

V. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- B. Commission Discussion

VI. Adjournment



County Commission

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MINUTES

Tuesday, September 10, 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"/>	
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Jenn Kissinger, Navigate	<input checked="" type="checkbox"/>			
Jere Sheehan, Navigate	<input checked="" type="checkbox"/>			
Kevin Meyer, FGM Architects	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Tim Baker, County Clerk	<input checked="" type="checkbox"/>			
Doug Trentmann, County Collector	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Deputy	<input checked="" type="checkbox"/>			
Mary Jo Straatmann, Public Administrator	<input checked="" type="checkbox"/>			

II. Navigate Presentation

Jenn Kissinger, Navigate, provided an update on the current construction phase of the Public Safety Facility. A copy of the presentation is available in the Franklin County Commission Office.

III. Minutes Approval

1. Monday, August 26, 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, August 27, 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 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"/>

4. Thursday, August 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"/>

5. Thursday, September 5, 2019

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

IV. Public Request for Discussion/Action

V. Action Items

- a. **Commission Order 2019-388** In the Matter of Approving the Authorization and Direction of Bank of New York Mellon Trust Company, N.A. to Invest Cash Balances in a Money Market Fund through the Bank of New York Mellon

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 2019-389** In the Matter of Authorizing Execution of a Direct Bill Application with Oasis Hotel and Convention Center

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 2019-390** In the Matter of Appointment to the Franklin County Community Resource Board (FCCRB)

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 2019-391 In the Matter of Fixing the Property Tax Rates of the County of Franklin for the Year 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"/>

e. Commission Order 2019-392 A Resolution of Franklin County Adopting the St. Louis Regional Hazard Mitigation Plan

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 2019-393 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"/>

g. Commission Order 2019-394 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"/>

h. Commission Order 2019-395 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"/>

i. Commission Order 2019-396 In the Matter of Approving a Financial Assistance Sub-Award Agreement with East-West Gateway Council of Governments for the Benefit of the Franklin County Emergency Management Agency for Emergency Response Equipment and Supplies

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"/>

j. Commission Order 2019-397 In the Matter of Approving the Consent Agenda and 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"/>

VI. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- B. Commission Discussion
 Presiding Commissioner states the he made a visit to Schoenberg Road Bridge yesterday, September 9, 2019. Bids will be posted for the replacement of the ridge on September 22, 2019. The grant for resurfacing is expected to be available in 2020.

VII. Adjournment

Motion made to adjourn. Meeting adjourned at 10:13 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

Thursday, September 12, 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"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			

II. Commission Workshop Meeting

Discussion was held on current and upcoming action items.

III. Adjournment

Nothing further to discuss. Meeting adjourned at 1:15 p.m.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, September 17, 2019
Contract/Agreements

**IN THE MATTER OF
APPROVING THE INFORMATION
TECHNOLOGY AND MAINTENANCE
AGREEMENT WITH AQM, INC.**

WHEREAS, Franklin County has ongoing requirements for information technology support, maintenance and management services; and

WHEREAS, Franklin County has prior hereto utilized the professional services of AQM, Inc. (AQM Computer Help) a local company, and has been satisfied with all aspects of the services provided; and

WHEREAS, Franklin County and AQM have successfully negotiated an agreement for services a copy of which is attached hereto and is incorporated by reference herein.

IT IS THEREFORE ORDERED that the Information Technology Support and Maintenance Agreement with AQM, Inc. 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 AQM, Inc.; and Ann Struttman, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**INFORMATION TECHNOLOGY SUPPORT AND MAINTENANCE AGREEMENT
AQM, INC. (AQM COMPUTER HELP)**

THIS INFORMATION TECHNOLOGY SUPPORT AND MAINTENANCE AGREEMENT (the “Agreement”) is made this 1st day of July, 2019 (the “Effective Date”), by and between Franklin County, Missouri, a first-class county and political subdivision of the State of Missouri with principal offices located at 400 East Locust Street, Union, Missouri (the “Customer”) and AQM, INC. (a/k/a AQM Computer Help), a Missouri corporation having principal offices located at 300 West Main Street, Union, Missouri (the “Contractor”), sets forth the terms and conditions under which the Contractor shall provide the information technology support and maintenance services required by the Customer as particularly defined herein. The Customer and the Contractor hereby agree to the following terms and conditions:

RECITALS

Whereas, the Customer is the owner of certain Computer Hardware (hereinafter defined) for which the Contractor will perform certain Maintenance and Management Services (the “Services”) for the Customer as set forth herein; and

Whereas, it is the desire of the Customer to outsource the Services in order to ensure that the Customer is utilizing cost effective an efficient, state of the art, software and hardware while at the same time ensuring that either through the Contractor or County resources that all services provided to public and Customer departments and employees prior to outsourcing the Services continue to be provided in a manner of the same or better quality than such Services were provided prior to outsourcing; and

Whereas, Customer desires Contractor to provide the Services on the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following definitions:
 - (a) Basic IT Services – means scheduled maintenance, management and consulting services performed for computer systems during normal business hours (8:00 a.m. – 4:30 pm Monday – Friday, excluding Customer observed holidays) on any computer system on the Customer’s premises.
 - (b) Computer Hardware and Software – means only the computer hardware and software identified on Schedule A, attached hereto and incorporated herein by reference.
 - (c) Extended IT services – means on-call maintenance, on-call repair service, or on-call management performed on Computer Hardware and Software, with a

guaranteed response time from receipt of call by Contractor outside of normal business hours, as follows: four (4) hours for server failure , twenty four (24) hours for workstation failure.

2. Services. The Contractor agrees to perform with the standard of care and skill customarily provided in the industry for the performance of such services, and to devote such amount of its business during the Term as is necessary to fulfill all of its duties and obligations hereunder in order to provide the Basic IT Service and Extended IT Service (collectively the “Services”).
 - 2.1 The Contractor’s performance of the Services may take the form of repair or replacement of modules or subassemblies of the Computer Hardware, as determined by the Customer based on the recommendation of the Contractor.
 - 2.2 The Services provided by the Contractor shall be such as to keep the Computer Hardware and Software in good operating condition as determined by the manufacturer’s specifications.
 - 2.3 The Contractor shall service, repair and replace, as directed by the Customer, any Computer Hardware and Software to keep the same in good working order, or to ensure the efficient operation of Customer’s business, including Customer software updates.
 - 2.4 The Contractor is to provide customer service support which shall consist of four (4) dedicated full-time on-site Tier 2 Level Technology Technicians (“Primary Technicians”) and to include the use of other technicians (“Secondary Technicians”) via remote access and/or onsite if Primary Technicians are out due to illness or vacation (“Customer Service Support”). In the event a Primary Technician is unable to be on site, the Contractor shall provide a Secondary Technician and give 24 hour notice with the exception of illness and emergencies which notice will be given the same day.
 - 2.5 The Contractor will provide on call technical support on a 24/7/365 basis.
 - 2.6 The Contractor shall provide Desktop Application Support which shall include the performance of basic support functions, including the installation of PC’s, laptops, PDAs, multi-function printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC’s and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware. Related hardware includes vehicle mounted and worn systems, included but not limited to; body cameras, vehicle data video uplink, mobile data terminals, ticket writers, etc.
 - 2.7 The Contractor shall provide Server and Workstation Administrative Services which shall include: (i) the management of networks and computer systems,

including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems; (ii) the scheduling of preventative maintenance for equipment in the areas of coverage to be properly and promptly performed; (iii) maintenance of records for all Help Desk tickets for both onsite and remote support; (iv) the set-up of new Customer users and the editing or removal of existing Customer users on the Customer server(s); and (v) the inspection and monitoring of systems logs for security, system and application errors.

- 2.8 The Contractor shall provide Configuration Management which shall include: (i) configuration changes, upgrades, patches, etc. and the maintenance thereof; (ii) management of Customer user login's and password security and the documentation thereof; (iii) support of software products relating to servers and workstations; and (iv) timely response to repair and maintenance work for the Customer user(s).
- 2.9 The Contractor shall provide maintenance for the Customer users email accounts using the Customer domain to include: (i) adding, changing, and/or deleting Customer employee accounts as requested; (ii) email and all other Customer user(s) computers and laptops; (iii) configure Customer system to enable remote access in a secure environment; and (iv) provide remote access administration as requested by designated Customer personnel.
- 2.10 The Contractor shall provide training of Customer users on as needed basis as requested.
- 2.11 The Customer reserves the right to purchase equipment from the Contractor, and/or any other contract/cooperative agreement in place that would be most advantageous for the Customer budget and department functionality.
- 2.12 The Contractor will develop specifications for bidding future Services and deliver them to the Customer on or about July 1, 2020.
- 2.13 The Contractor will provide support for the County Collector's software package for twenty four (24) months from the Effective Date. Programming changes required by statute, the County Collector or the Customer will be billed to the Customer on a case-by-case basis at a price agreed to in advance by the parties.
- 2.14 The Contractor will provide the Customer with a copy of the source code for the County Collector's software package not later than September 15, 2019. The Contractor hereby irrevocably grants, assigns, transfers and sets over unto Customer one unlimited license in and to the County Collector's software package.

3. Payment. Provided Contractor has not breached the terms of this Agreement, and subject to the terms and conditions set forth in this Agreement, Customer shall pay Contractor for Services as follows:
 - 3.1 In full consideration for the performance of Services, Customer shall pay Contractor a fee of \$395,700.00 per annum in the first two (2) years of the Agreement, payable in twelve (12) equal monthly installments in the amount of \$32,975.00. Should Customer exercise its option to renew for a third year, Customer shall pay Contractor a fee of \$395,700.00 per annum in the third year of the Agreement, payable in twelve (12) equal monthly installments in the amount of \$32,975.00.
 - 3.2 Contractor shall issue a monthly invoice to Customer for work to be performed during the succeeding month. Customer shall pay monthly invoices within thirty (30) days of receipt.
 - 3.3 The Contractor shall provide Customer with additional hours of Basic IT Services at the rate of Sixty Eight and 00/100 Dollars (\$68.00) per hour for non-emergency hours scheduled at least two weeks in advance.
 - 3.4 The Contractor shall provide Customer with emergency, non-scheduled Services at the rate of Two Hundred Twenty Five and 00/100 Dollars (\$225.00) per hour for emergency hours after normal business hours.
4. Term. The Term of this Agreement shall be two (2) years from the Effective Date, subject to annual appropriation of funds, with Customer reserving the option to renew for one (1) additional one (1) year renewal. This Agreement shall renew when the Customer gives written notice of renewal sixty (60) days prior to the expiration date of this Agreement of the then existing Term to the other party.
5. Contractor Warranties. Contractor represents and warrants that:
 - 5.1 Contractor has the necessary personnel and resources necessary to successfully perform the Services and to otherwise fulfill all of its obligations under the Agreement.
 - 5.2 Contractor's personnel have or will obtain the necessary licenses, permissions, certifications, authorizations, registrations and approvals required for the provision of the Services under this Agreement.
 - 5.3 Contractor shall provide Services to keep the Computer Hardware and Software in good operating condition to ensure the efficient operation of Customer's business, the performance of which may take the form of maintenance, repair or replacement, including software updates, as determined by Customer based on recommendations of Contractor.

- 5.4 Contractor shall perform Services as an independent contractor and is not an agent, associate, partner, joint venture or employee of the Customer. Contractor agrees that the manner in which it performs its obligations under this Agreement is solely within its discretion and control subject to the terms and conditions herein and that it is not entitled to tax withholding, Worker's Compensation, unemployment compensation or any employee benefits, statutory or otherwise.
- 5.5 Contractor's employees, agents and representatives will not be treated as employees of the Customer for any purpose, and are not entitled to receive pension or other retirement benefits, medical, dental, severance, leaves of absence, sick leave, death, disability, vacations, tuition assistance or any other Customer employee benefit.
- 5.6 Contractor shall not have the authority to enter into any contract or agreement to bind the Customer and shall not represent to third parties that the Contractor has such authority.
- 5.7 All the Services shall be performed in a professional manner by qualified personnel in accordance with recognized industry standards and commercially accepted practices and in accordance with the following minimum qualifications required by the Customer:
- 5.8 The Agreement is a valid and binding agreement of the Contractor and is enforceable against the Contractor in accordance with its terms.
- 5.9 The execution and delivery of this Agreement by the Contractor does not, and the performance of its obligations under this Agreement will not violate any provision of any governing articles of incorporation or by-laws or be in conflict with, violate or constitute a default under any other agreement to which the Contractor is bound
- 5.10 The Contractor is a duly organized, validly existing and recognized entity in the State of Missouri, is in good standing under the laws of the State of Missouri and has the authority to execute, deliver and perform this Agreement.

6. Confidentiality of Information.

- 6.1 Contractor acknowledges and agrees to make best efforts to maintain in a secure fashion the confidentiality of any tangible or intangible information revealed, obtained or developed during the course of or in connection with the performance of the Services, including without limitation any information (in whatever media) contained in any staff personnel record, or about the operations, programs, finances, marketing, pricing, administration, methods, plans, research, future intentions or policies of Customer, or any other information or data about which Contractor becomes aware which is or may be a trade secret or of a confidential and proprietary nature ("Confidential Information").

- 6.2 Contractor acknowledges and agrees that it shall treat all Confidential Information with the strictest confidence and secrecy and shall not disclose any Confidential Information to any third party, or use Confidential Information for Contractor's own purposes or other than for the benefit of Customer in performing the Services under this Agreement, during the term of this Agreement and at all times, without the prior written consent of Customer. Contractor also agrees that any dissemination of Confidential Information within its own business operation shall be restricted to "a need to know basis" for the purpose of performing the Services hereunder.
- 6.3 This provision shall survive expiration or termination of this Agreement. All notes, memoranda, records and writings consisting of any Confidential Information or made by Contractor relative to the business of Customer shall be and remain the property of Customer, and shall be destroyed or handed over to Customer on demand and in any event on the termination of this Agreement, except those related to the County Collector Revenue Management System.

7. Property Rights.

- 7.1 With the exception of the County Collector Revenue Management System software with which the Contractor shall retain ownership subject to the Customer's unlimited license as set forth in Section 2.14 above, Contractor agrees that all work product, tangible or intangible, including any image, computer program, algorithm, report, document, data, copyrightable work, invention, improvement, discovery, design or other intellectual property right conceived, created or developed by Contractor, solely or with others, related to the performance of Services under this Agreement, and all copies of any of the foregoing ("Deliverables"), are the sole, exclusive and absolute property of Customer and shall be disclosed thereto, it being intended that such Deliverables shall be deemed "works made for hire". Contractor agrees to assign all rights therein to Customer, without need for additional writing or compensation with respect to the same. These obligations shall survive expiration or termination of this Agreement.
- 7.2 To the extent that any Deliverable is not deemed "works made for hire", Contractor hereby irrevocably grants, assigns, transfers and sets over unto Customer all worldwide right, title and interest of any kind, nature or description in and to the Deliverable and all intellectual property rights therein, including copyrights.
- 7.3 Contractor shall not use Customer's name, logos, trade dress or other intellectual property material in connection with any representation, solicitation, sales or marketing promotion, without the Customer's prior written consent.
- 7.4 This provision shall survive expiration or termination of this Agreement.

8. Compliance with Laws. Contractor agrees to comply at its expense with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of licenses, permits and certificates where required.
9. Breach of Agreement; Termination.
 - 9.1 Any of the following events shall be deemed an event of default.
 - 9.1.1 Either party does not fulfill its obligations in accordance with the Agreement;
 - 9.1.2 The Service when provided do not meet the specifications as set forth herein;
 - 9.1.3 Either party is in default of any representation or warranty set forth herein;
 - 9.1.4 Any proceeding in receivership, liquidation or insolvency is commenced against Contractor or its property, and is not dismissed within thirty (30) days;
or
 - 9.1.5 Contractor violates the provisions of Sections 5 or 7 of this Agreement.
 - 9.2 In any such event of default, Customer may terminate this Agreement on written notice to Contractor specifying default.
 - 9.2.1 In any case where Contractor has failed to perform or has delivered non-conforming goods or services, Customer may deliver a "Notice to Cure" to Contractor, detailing the instances of noncompliance. Contractor shall have ten (10) days to reply and recommend remedial action. If Contractor and Customer agree, Contractor shall have thirty (30) days after receipt of the Notice to Cure to perform remedial action and return to compliance with the Agreement. If a solution cannot be reached within ten (10) days after Contractor's receipt of the Notice to Cure, Customer may terminate this Agreement.
 - 9.2.2 On any termination of this Agreement, Contractor shall stop work and deliver to Customer all Confidential Information, Customer property, works for hire and such work in process as the Customer may request. Customer shall have no liability to Contractor beyond payment for Services rendered to and accepted by Customer prior to the effective date of the termination. Contractor may recover actual cancellation costs incurred before the effective date of termination if Contractor submits a claim for such costs, supported by third party invoices, to Customer within thirty (30) days of receipt of the termination notice. Contractor shall make available to Customer for inspection all inventory, books and records related to the reimbursement claim. The remedies provided herein with respect to any termination are exclusive and in lieu of any other remedies available at law or equity.

- 9.2.3 Any cancellation or termination by Customer, whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of Customer against Contractor. If any fees or expenses have been prepaid by Customer, Contractor shall refund a pro rata portion of such fees or expenses.
- 9.2.4 In the event of an early contract termination or at the end of the existing contract and a new Contractor is awarded, the incumbent Contractor shall cooperate with the transition of services to the new Contractor. Cooperation will include but is not limited to providing documentation of the Customer systems, sharing the knowledge base of Customer systems as it exists at the time of contract termination, providing access to facilities, and providing system redundancy while cutover is being completed to ensure Customer personnel and services are not impacted by transition of services.
10. Coordination. Contractor shall cooperate with such consultants, contractors, persons or entities as Customer may designate from time to time in connection with the Services to be performed hereunder. Contractor agrees to meet with such consultants, other persons or entities at such times as Customer may require in order to maintain a continuous review process or to expedite any determinations or approvals required during the various phases of performance of the Service work.
11. Assignment. Contractor may not assign, transfer or otherwise dispose of its interest or any part of its duties hereunder without the prior written consent of Customer. No such assignment shall relieve Contractor from liability with respect to any of its obligations or liabilities hereunder. This Agreement shall be binding on any successors and assigns.
12. Indemnification. Contractor shall, at its own expense, defend, indemnify and hold harmless the Customer, its officers, employees, representatives and agents, from and against any loss, liability, damages, costs or expenses (including attorney's fees) of any nature whatsoever arising from any claim or action, including any claim or action against Customer for infringement of any patent, copyright, trade secret or other intellectual property, related to Contractor's provision of the Services contemplated by this Agreement or breach of any obligation, representation or warranty set forth herein. Contractor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement. Customer may participate in any such defense or negotiations to protect its interest.
13. Limitation of Liability. In no event shall Contractor be liable to Customer for any indirect, special or consequential damages or lost profit arising out of or related to this Agreement or the performance of service hereunder or any breach thereof. The Contractor shall not be liable for any failure to perform or delay in the performance of the Services hereunder if such delays or failures are due to circumstances beyond their control including, but not limited to, strikes, acts of God, or other causes beyond the Contractor's reasonable control.

14. Insurance. Contractor will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods covered by this Agreement:

- 14.1 Statutory workers compensation covering Missouri, the state in which all Services will be performed, disability benefits and employer's liability coverage in amounts not less than \$500,000 per accident or disease.
- 14.2 Commercial general liability insurance with limits of \$1,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury; \$2,000,000 products/completed operations aggregate; and \$3,000,000 per location aggregate. This policy shall be written on an "occurrence" basis, shall apply on a primary basis irrespective of any other insurance, whether collectible or not.
- 14.3 Comprehensive automobile liability insurance containing a \$3,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to all Services performed under the Agreement.

Each insurance policy described above shall be endorsed to name Franklin County, Missouri as an "Additional Insured" for all activities covered by this Agreement. The definition of Additional Insured shall include all of Customer's officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

All policies shall be written with insurance companies licensed-to do business in the State of Missouri and rated not lower than A-IX by A.M. Best. All policies shall provide primary coverage for obligations assumed by Contractor under this Agreement and Customer shall receive thirty days prior written notice in the event of cancellation, non-renewal or material modification.

Contractor will, at least ten (10) days before the beginning of the first Term undertaken pursuant to this Agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with Customer, certificates of insurance evidencing compliance with all insurance provisions noted above. Contractor accepts that failure to provide adequate or proper certification of insurance, specifically including Franklin County, Missouri as "Additional Insured", shall immediately be deemed a breach of contract.

15. Notices. Any notice, approval, request, bill or statement from either party to the other shall be in writing and be deemed given when deposited with the U.S. Postal Service in a postage pre-paid envelope sent regular mail, overnight or delivered by hand with an appropriate receipt obtained, addressed as follows:

If to the Customer, to: Franklin County, Missouri

Government Center
400 East Locust Street
Union, Missouri 63084

With Copy to: Mark Piontek, County Counselor
Sandberg Phoenix & von Gontard, P.C.
1200 Jefferson Street
Washington, Missouri 63090

If to Contractor, to: AQM Computer Help (AQM, Inc.)
300 West Main Street
Union, Missouri 63084

16. Miscellaneous.

- 16.1 If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- 16.2 Failure by either party at any time to claim a breach of any Agreement term, exercise any power or enforce any obligation hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, and will not prejudice either party in the context of any subsequent action.
- 16.3 This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. It is expressly understood by the parties that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the state and federal courts having jurisdiction in the City of Union and Franklin County, Missouri.
- 16.4 This Agreement constitutes the entire agreement between the parties and incorporates all prior understandings in connection with the subject matter hereof. The Agreement may not be modified, waived, amended or discharged except by a writing signed by both parties hereto.
- 16.5 To the extent that any terms or conditions contained in any documents appended hereto or accepted to in electronic format conflict with this Agreement, this Agreement shall control.

[The remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Customer and Contractor have executed this Agreement by and through their respective representatives as of the date first above written.

CUSTOMER:

FRANKLIN COUNTY, MISSOURI

By: _____
Presiding Commissioner

Name: Tim Brinker

CONTRACTOR:

AQM COMPUTER HELP (AQM, INC.)

By: _____
President

Name: _____

SCHEDULE A

1. 5 Host servers operating 24 virtualized servers, 2 back up servers, 2 standalone web and spam filter servers, and 3 firewall/virus protection servers
2. Over 28 network type devices including routers, switches and wireless access points.
3. Support for 300 Mitel Hosted VOIP phone sets.
4. Over 300 Workstations (PC's and Laptops).
5. Over 75 mobile devices including, but not limited to, Mifis, ToughBooks, Tablet/IPADs, and Smartphones.
6. Nineteen (19) or more business related applications for various departments and employees including the mission critical applications such as GIS, Omnigo, MULES, Watchguard, Security Cameras/system, BadgePass, etc.
7. Included in this list are the more well-known office and protection type applications including Microsoft Office, Adobe, etc.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, September 17, 2019
Report

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

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

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

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

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

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the Consent Agenda for September 17, 2019 addressing the below listed items is hereby approved, to wit:

- Fees:** Building Department – August fees
Prosecuting Attorney – August fees
- Liquor Licenses:** TR Entertainment, LLC 9/19/19
TR Entertainment, LLC 9/20/19
TR Entertainment, LLC 9/21/19
TR Entertainment, LLC 9/21/19
TR Entertainment, LLC 9/28/19
TR Entertainment, LLC 10/5/19
- Auctioneer License:** Robert Dunker, Dunker Auction

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

BUILDING DEPARTMENT'S MONTHLY REPORT
FUND 450

REPORT FOR MONTH OF AUGUST 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	\$	40,803.21
450-000-369-10-00	Forfeited Escrow	\$	4,100.00
450-000-369-10-00	Miscellaneous	\$	102.70
Total Receipts:		\$	45,005.91

Less Disbursements:

450-661-110	Refunds	\$	0
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	45,005.91

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED

MEMO

To: Angela
From: Angie Stanton
Subject: August, 2019
Date: September 10, 2019

The following is the information on our accounts that checks are taken to the Treasurer each month.

PA fees	\$426.48
Account #4	
Plus interest	\$.20 for August, 2019

SEP 12 2019

APPLICATION FOR COUNTY LIQUOR LICENSE

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
(Date) DEPUTY

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion
Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flair on the Fly

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 9/19/19 - Washington Historical Museum

For a Catering or Picnic License - Address of Event 113 E. 4th St. Washington, MO 63090

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

560 E 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxicating 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 \$ 13.⁰⁰ as payment of the fee required by this license.

Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191 / flairgur@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL

[Signature]
(County Clerk signature)

R T A B S In Office Use # 26

SEP 12 2019

APPLICATION FOR COUNTY LIQUOR LICENSE

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
(Date) DEPUTY

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion

Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flour on the Fly

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 9/20/19 - Washington Farmers Market

For a Catering or Picnic License - Address of Event 317 W. Main St, Washington, MO 63090

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

560 E 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxication 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-intoxication 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.

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Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191 / flourgur@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL

Tim Baker
(County Clerk signature)

R T A B S In Office Use # 26

SEP 12 2019

APPLICATION FOR COUNTY LIQUOR LICENSE

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

DEPUTY

9/12/19
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion
Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flair on the Fly

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 Sunset Bluffs / 9/21/19

For a Catering or Picnic License - Address of Event 1775 Bieber Rd. Washington, MO 63090

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

560 E 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxicating liquor, or has any license for the sale of intoxicating or non-intoxicating 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.

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Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191 / flairgur@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL

Tim Baker
(County Clerk signature)

R F A B S In Office Use #26

APPLICATION FOR COUNTY LIQUOR LICENSE

SEP 12 2019

9/12/19
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI: _____ DEPUTY

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion
Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flair on the Fly

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 9/21/19 - Jesuit Hall

For a Catering or Picnic License – Address of Event 100 Cedar st., Washington, MO 63090

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

560 E. 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxication 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-intoxication 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.

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I hereby tender the sum of \$ 13.⁰⁰ as payment of the fee required by this license.

Tiffany Rion 314-568-0191 / flairgur@aol.com
Signature of State Applicant / Managing Officer Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL

Tim Baker
(County Clerk signature)

R E A R S In Office Use #26

APPLICATION FOR COUNTY LIQUOR LICENSE SEP 12 2019

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO
(Date) DEPUTY

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion

Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flair on the Fly

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 Sunset Bluffs - 9/28/19

For a Catering or Picnic License -- Address of Event 1775 Bieru Rd Washington, MO 63090

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

560 E. 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

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

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license heretofore 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 \$ 13.00 as payment of the fee required by this license.

Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191 / flairgurk@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL.

Tim Baker
(County Clerk signature)

R I A B S In Office Use #26

APPLICATION FOR COUNTY LIQUOR LICENSE

SEP 12 2019

9/12/19
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI _____ DEPUTY

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Rion

Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flour on the Fly

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 Sunset Bluffs - 10/5/19

For a Catering or Picnic License - Address of Event 1775 Bierer Rd Washington, MO. 63090

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

560 E 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxicating liquor, or has any license for the sale of intoxicating or non-intoxicating 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 intoxicating 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 \$ 13.00 as payment of the fee required by this license.

Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191 / flourgur@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL

Tim Baker
(County Clerk signature)

R E A B S In Office Use #26

#711

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

STATE OF MISSOURI
County of Franklin

FILED
TIM BAKER

SEP 11 2019

To the Collector of Revenue of Franklin County, Missouri:

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

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

(Check one) Ten Days; One Month; Three Mths; Six Mths; Twelve Mths.
Ending on 9/11/20, under and subject to the provisions of
(Expiration date)

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

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

It is also expressly understood and agreed that the license granted to me may be revoked at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of the city concerning said business of Public Auctioneering, and upon revocation thereof I shall not be entitled to a refund in whole or in part of the fee paid for this license.

Robert Dunker
(Signature)

573-459-6433
(Phone Number)

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